

TERMS OF REFERENCE	
THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE NDA BRAND STRATEGY IN ALIGNMENT WITH ITS APPROVED TURNAROUND STRATEGY OVER A PERIOD OF 12 MONTHS	
BID REF: NDA11/CS08/24	
COMPULSORY BRIEFING SESSION	A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE 10th of SEPTEMBER 2024 @ 10H00.
VENUE	<p>MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: tenders@nda.org.za/MuziM@nda.org.za by 09h00 on the 10th of September 2024 so that a link can be sent to them for joining the Microsoft Teams meeting.</p> <p>(Failure to join the briefing session will result to disqualification from the bidding process)</p>
CLOSING DATE	23rd SEPTEMBER 2024
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></p>
SUPPLIER ENVELOPES	<p>The supplier's envelope/s MUST clearly have the description of the "The appointment of a service provider to develop the NDA Brand Strategy aligned to the approved Turnaround Strategy".</p> <p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 20 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 5,6,7 and 9 of this document.</p>
LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).

Contact person for Commercial Queries is Mr Muzi Matsenjwa or Ms Elizabeth Mngqabashe on +27 11 018-5562/5546 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to MuziM@nda.org.za/ElizabethM@nda.org.za.

Contact person for Technical Queries is Ms Makgodu Tsehloane +27 11 018 5538 or MakgoduT@nda.org.za.

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ANNEXURES

Annexure A - Concept Paper Pathways out of Poverty

Annexure B – NDA Turnaround Strategy

1. OVERVIEW OF THE NDA

1.1 The National Development Agency (NDA) reports to Parliament through the Department of Social Development. The NDA is classified as a public entity under schedule 3A of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and was established in November 1998 by the National Development Act, 1998 (Act No. 108 of 1998) (NDA Act) as government's response to the challenge of poverty and its causes in South Africa.

1.2 The NDA derives its mandate from the National Development Agency Act, 1998 (Act No. 108 of 1998). In terms of the Act, the primary objective of the NDA is to contribute towards the eradication of poverty and its causes by granting funds to CSOs for the purposes of:

(a) carrying out projects or programmes aimed at meeting the development needs of poor communities; and

(b) strengthening the institutional capacity of other CSOs involved in direct service provision to poor communities.

1.3 The secondary objects of the NDA in terms of the Act are-

(a) to promote-

(i) consultation, dialogue and sharing of development experience between CSOs and relevant organs of State; and

(ii) debate on policy development

(b) to undertake research and publication aimed at providing the basis for development policy.

1.4 The NDA plays a critical role in contributing towards poverty eradication. Through the Act and various policies, the NDA contributes to – but is not limited to – the advancement of economic development, social cohesion, access to basic human rights and skills development. This contribution of the NDA supports the National Development Plan (NDP) 2030 outcomes for a greater and better South Africa.

1.5 The National Development Plan (NDP), the Medium-Term Strategic Framework (MTSF), Sector Plans and the United Nations Sustainable Development Goals (SDGs) guide the NDA's functions. The aim of the NDP is in line with the NDA's mandate. The NDP aims to reduce inequality and eliminate poverty by 2030.

1.6 NDA mission

Facilitate development of poor and underdeveloped communities in a coordinated and integrated manner through the District Development Model (DDM) to make them self-reliant and self-sufficient.

1.7 NDA vision

A society free of poverty, unemployment, and social ills.

1.8 NDA values

- *Humanity*
- *Integrity*
- *Accountability and responsibility*
- *Transparency*
- *Respect*
- *Ubuntu*
- *Innovation*
- *Excellence*

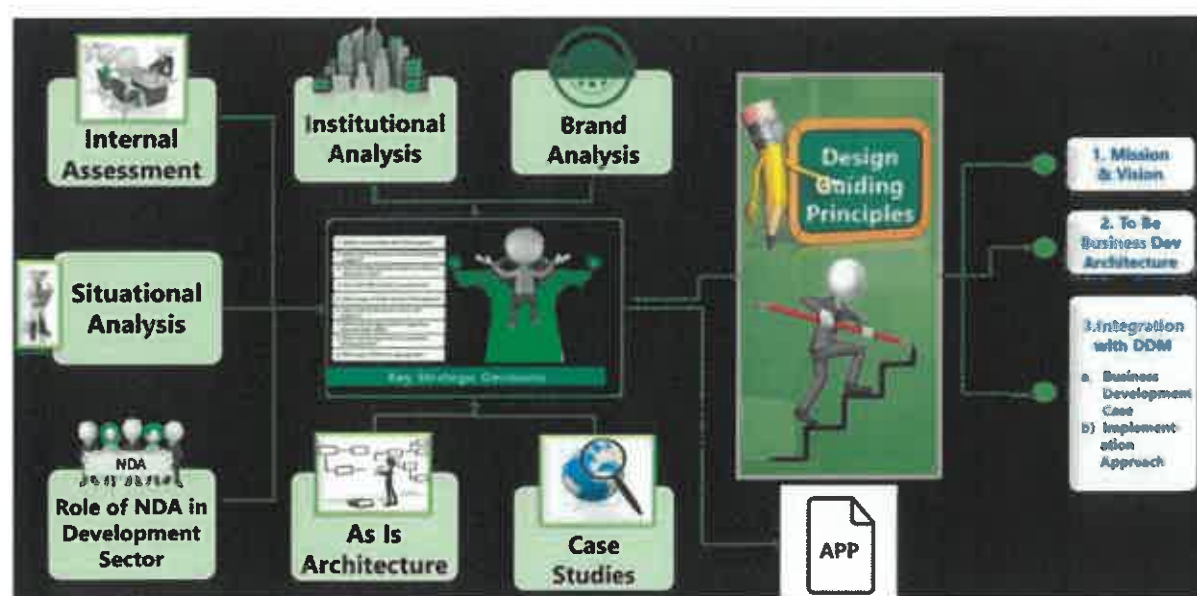
2. BACKGROUND

2.1 The NDA has been in existence for 25 years, yet the impact of its programmes and projects is not visible in funded communities and in the eyes of its key stakeholders. Over the years, the agency did not have a niche, it focused on different community empowerment programmes implemented by civil society organisations (CSOs), as part of its mandate of contributing towards the eradication of poverty.

2.2 The agency has now developed a new Turnaround Strategy that will see it focusing its efforts on community-owned enterprises as a vehicle to fight against the scourge of poverty. The aim is to mobilise, capacitate and empower communities to venture into community owned enterprises (COEs) to generate sustainable income to meet their needs and the communities around them.

2.3 The findings of a survey conducted as part of the Turnaround Strategy development identified the need for the agency to also review its brand, branding and how in general it promotes its work externally and internally such that it develops a differentiated position in the hearts and minds of its key stakeholders.

2.4 The NDA Turnaround Strategy project was launched to chart a new direction for the NDA in order to become the premier development agency it is mandated to be in terms of the NDA Act of 1999. The project followed a very methodical approach, illustrated below, to arrive at its new mission, vision, operating model, technology requirements, functional organisation structure and performance measures:



NDA Turnaround Strategy Project Approach

2.5 The NDA Turnaround Strategy project was executed in an inclusive manner where both internal and external stakeholders were closely involved in performing the strategic assessments, identifying the correct questions, shaping the design principles and finally arriving at the new mission, vision, operating model, functional structure, technology requirements and performance measures.

2.6 The new mission of the NDA is aimed at mobilising resources, including funding, goods, services and capacity building, for poor families and communities to establish and grow social enterprises to provide livelihoods for households and communities that are dependent on social protection.

2.7 The NDA's success in executing this new mission will be measured in terms of the number of people it can responsibly remove from the grant recipient lists and indigent registers maintained at municipal level.

2.8 Social enterprises, of which community owned enterprises are one of the vehicles, are profitable businesses which are community owned, community staffed, community supplied and occasionally community funded. The common denominator of all social enterprises is their ability to generate wealth for the broader community instead of only the capital investors that rarely reside in the community.

3. REBRANDING OF THE NDA

3.1 The NDA Turnaround Strategy outlines the new strategic blueprint and direction proposed for the NDA. Against this context the Brand becomes the vehicle through which all stakeholders can experience the transformational journey. The Rebranding Strategy provides the communications framework, as well as the purposeful repositioning of the brand so that it can support and enable the implementation of the new Turnaround Strategy. The Agency is undergoing a significant transformation as outlined in its Turnaround Strategy. This strategic blueprint aims to reposition the NDA to better fulfil its mandate of promoting economic development and poverty eradication. The rebranding process is a critical component of this transformation, serving as the vehicle through which all stakeholders will experience and engage with the NDA's new direction.

3.2 The approach adopted with regards to rebranding has been contextualized against the Four Key Pillars of the Rebranding Methodology. The Four Key Pillars are: Case for Change, Brand Positioning, Visual Identity and Intangible Identity. This methodology provided the scope and structure of the Rebranding Strategy. It also provided the lens with which to identify and define the NDA's new brand.

3.3 A wide-ranging Brand Survey, conceptualized and designed against the Four Pillars Methodology, became the basis of assessment of the NDA's current brand. The Brand Survey was sent out to key internal and external stakeholders, as part of the Institutional and Stakeholder Analysis which was completed in the Analysis Phase of the project.

3.4 The following represents the key findings of the consolidated overview to the strategic analysis:

I. Mandate

Firstly, it was found that the NDA has a strong mandate and serves an important function in society. Overall, respondents claim to have a good level of understanding of the NDA's mandate. They believe it serves an important function and has a good reason for existing.

II. Brand Persona

Secondly, it was found that the NDA does not have a brand persona and one needs to be created. Against this, there is a need to establish an appealing brand persona and imbue it with a character that will enable stakeholders to connect emotively with the brand.

III. Brand Identity

Thirdly, it was found that the NDA's brand identity needs to be more visually appealing. Stakeholders claim to have a generally favourable experience of the NDA's brand but 78% of respondents believe the NDA should improve its brand strategy and make the brand elements more visually appealing.

IV. Trust and Confidence

Lastly, it was found that the NDA brand does not inspire trust and confidence amongst its stakeholders.

3.5 The brand analysis report proposes 6 logos that align with the new NDA direction – this document will be shared with successful bidders.

3.6 The rebranding process was guided by a unique Brand Impact Footprint, a tool designed to identify key areas of impact for the rebranding strategy, focusing on brand identity, persona, values, positioning, and story. The ultimate goal is to create a brand that resonates with stakeholders and thrives in a competitive environment.

3.7 Stakeholder feedback has been integral to the NDA's rebranding journey. Employees have expressed enthusiasm for the new direction, appreciating the focus on economic development. Partners have commended the NDA's commitment to transformation, and the communities it serves are excited about the potential for increased opportunities and support.

3.8 The success of the NDA's rebranding will be measured by several key performance indicators. These include a 20% increase in brand awareness within the first year, a 15% increase in positive stakeholder feedback, and a 10% increase in partnerships with other organizations focused on economic development.

3.9 The NDA's rebranding journey is set to unfold over the next 12 months.

4. PURPOSE

The purpose of these Terms of Reference (ToR) is to appoint a qualified and experienced service provider to develop a comprehensive Brand Strategy for the NDA. This strategy aims to rebuild, reposition, and enhance the NDA's brand identity to better reflect its mandate of contributing to the eradication of poverty and its causes.

The service provider will be responsible for creating a Brand Strategy that includes an integrated marketing and communication plan, a corporate identity system, and a brand architecture that aligns with the NDA's new strategic direction. The strategy will focus on engaging both internal and external stakeholders, ensuring consistent brand application across all touchpoints, and leveraging traditional and emerging media to effectively communicate the NDA's mission and values.

Additionally, the service provider will develop tools and methodologies to measure the impact of the brand strategy, identify key touchpoints for brand emphasis, and create awareness among the NDA's various target audiences. The ultimate goal is to position the NDA as a trusted and influential agency in the fight against poverty, enhancing its visibility and credibility both locally and internationally.

4.2 Proposals must be accompanied by a project plan detailing all milestones over a period of 12 months. The service provider is not expected to implement the brand strategy. The strategy should allow the internal NDA team to implement and measure effectively.

4.3 It must be noted that the Brand Strategy and IMC must be completed in the first six months of appointment with the rest of the deliverables completed within the allocated 12 months. The consultants are required to provide 20 hard copies of the Corporate Identity Manual/Brand Style Guide and also an electronic copy in an editable format.

EXCLUSIONS

- The appointed consultants are not expected to implement the final, approved Brand and IMC strategies.
- The consultants are not expected to print out the brochures

5.OBJECTIVES

5.1 Develop a Comprehensive Brand Strategy

- Create a new Brand Strategy that reflects a refreshed identity aimed at rebuilding, repositioning, and enhancing the image of the NDA as a government agency dedicated to contributing towards the eradication of poverty and its causes. This strategy should include, but not be limited to:
 - **Brand Positioning:** Establish a clear and compelling brand position in the market.
 - **Staff Value Proposition:** Define the value the brand offers to its employees.
 - **Marketing Toolkit/Collateral:** Develop tools and materials that support brand communication.
 - **Brand Governance:** Establish guidelines and protocols for maintaining brand integrity.

5.2 Design an Integrated Marketing and Communication Strategy

- Outline a comprehensive marketing and communication strategy that includes a detailed execution plan with specific steps and timeframes. This plan should encompass:
 - **Campaign Planning:** Design campaigns that align with the NDA's mandate.
 - **Commemoration of National Days:** Develop strategies for national days that reflect the NDA's goals.

5.3 Formulate a Brand Identity System

- Develop a corporate identity manual/style guide that enhances the NDA brand and reputation by ensuring consistent application and experience across all touchpoints.

5.4 Develop a Brand Architecture and Portfolio Strategy

Outline a brand architecture and portfolio strategy that integrates NDA services and internal directorates, including Human Resources, Research and Development, Marketing and Communications, Stakeholder Relations, Finance & Supply Chain Management, Internal Audit, Risk Management and Legal, Community Programmes Directorate, and the Information and Communications Technology Unit.

5.5 Create a Detailed Implementation Plan

- Provide a detailed implementation plan for the new Brand Strategy, focusing on engaging both internal and external stakeholders effectively.

5.6 Provide Media Usage Guidance

- Offer detailed guidance on utilizing traditional, new, and emerging media channels to execute the Brand Strategy, ensuring it reaches institutional stakeholders and the general public.

5.7 Measure Brand Impact

Outline measurement tools and methodologies that can assess the impact of the NDA brand presence across various platforms.

5.8 Identify Impactful Brand Touchpoints

Develop a methodology to identify and emphasize key situations and touchpoints where the NDA brand can be highlighted, creating awareness among its various target audiences.

6. SCOPE AND EXTENT OF WORK

The appointed service provider will be responsible for the following tasks:

6.1. Brand Strategy Development:

- Conduct a comprehensive review of the NDA's current branding and its alignment with the new business model.
- Develop a Brand Strategy that includes brand positioning, key messages, and value propositions tailored to the NDA's target audiences.
- Facilitate stakeholder workshops to finalize or revise the proposed NDA values and draft brand identity options provided by the Turnaround Strategy consultants.

6.2. Integrated Marketing Communications (IMC) Strategy:

- Develop an IMC strategy that ensures cohesive and consistent communication across all platforms, including digital, print, and media.
- Identify and recommend the most effective communication channels for reaching the NDA's diverse audience segments.
- Create a content plan that aligns with the NDA's strategic objectives and promotes its brand message.

6.3. Corporate Identity Manual/Brand Style Guide:

- Develop a comprehensive Corporate Identity Manual/Brand Style Guide that outlines the NDA's visual and messaging guidelines.

- Ensure that the manual includes detailed instructions on logo usage, typography, colour schemes, imagery, and tone of voice.
- Provide templates for various communication materials, including letterheads, business cards, and presentations.

6.4. Brochure Design and Development:

- Design new generic brochures that reflect the updated brand identity and communicate the NDA's mission, vision, and services.
- Ensure the brochures are visually appealing, easy to understand, and aligned with the NDA's IMC strategy.
- Deliver final brochures in both print and digital formats (Just one printed sample of the brochure. *(Please note that the Service Provider is not expected to print out brochures, the digital formats should allow the NDA to customise over time)*)

6.5. Review and Approval Process:

- Work closely with the NDA's Marketing and Communications team to ensure all deliverables are aligned with the organization's objectives and expectations.
- Schedule monthly status meetings on progress
- Identify implications and financial resourcing of the proposed methodology.
- Conduct pre-planning session with the NDA Communications team and management
- Facilitate review sessions with key stakeholders to gather feedback and make necessary revisions.

7. DELIVERABLES AND OUTPUTS

The service provider will be expected to deliver the following:

- 7.1. A comprehensive Brand Strategy document.
- 7.2. An Integrated Marketing Communications (IMC) Strategy.
- 7.3. A Corporate Identity Manual/Brand Style Guide.
- 7.4. New generic brochures (1 print and editable digital versions).
- 7.5. Finalized or revised NDA values and brand identity options
- 7.6. Comprehensive manual with instruments, templates and processes to implement the strategy
- 7.7. Budget reports, as required, including but not limited to costs incurred and projected final costs against approved estimates and overall budget, as applicable.
- 7.8. Monthly progress meeting reports

8. PROJECT TIME FRAME

- The project must be completed within 12 months of the date of signing of the contract.
- Progress will be monitored based on the project plan and stipulated timelines on the signed SLA between the NDA and the appointed service provider.

9. CRITERIA FOR TECHNICAL EVALUATION (PHASE 1)

Bids received will be evaluated and scored according to the 80/20 calculation criteria.

Category	Description	Weight
1. Methodology	<p>A detailed proposal outlining the approach, methodology. The following key elements but not limited to, will be evaluated in the proposal:</p> <p>1.1. Develop a comprehensive Brand Strategy Framework = 20</p> <p>1.2 Integrated Marketing Communications (IMC) Framework =15</p> <p>1.3 Risk management =5</p>	40
2. Company Experience	<p>The company should submit a company profile indicating the experience. A minimum of 8 years experience in developing Brand and IMC strategies.</p> <ul style="list-style-type: none"> • 0 -7 years of experience = 0 • 8 – 10 years' experience =3 • More than 10 years' experience = 5 	5
3. Detailed project plan	<p>Project plan with clearly defined tasks, timelines for each phase, goals and milestones, team roles and responsibilities</p> <p><i>(A Project Plan with no timelines and milestones will not be considered and will result in a score of zero)</i></p>	10

<p>4. Experience of the Project Lead</p>	<p>4.1. The project lead must have a minimum of 8 years' experience in conceptualising, implementing and leading Brand and IMC strategies</p> <ul style="list-style-type: none"> • 7 years of experience = 0 points • 8 years and more of experience =3 points <p>4.2. The project lead must have a minimum of 5 years' experience in handling the complexities of managing projects</p> <ul style="list-style-type: none"> • 4 years of project management experience = 0 points • 5 years and more project management experience =2 points <p><i>A CV of not more than three pages should be submitted indicating both the Brand and IMC strategies; and project management years of experience.</i></p>	<p>5</p> <p>2</p>
<p>5. Project Lead Qualifications and Professional Certification</p>	<p>5.1. A project lead with a minimum of NQF level 8 qualifications in Marketing, Communications, Brand Management, Business Administration, or a related field (5 points)</p> <p>5.2. A project lead with project management professional certification (PMI, Prince 2, Agile, Scrum, PgMP, CAPM etc.) (5 points)</p> <ul style="list-style-type: none"> • NQF Level 7 or lower =0 points • NQF Level 8 or higher =5 points <p><i>All certificates of completion NOT Transcripts or Certificates of Attendance must be certified by the Commissioner of Oath (certification should be within 06 months). Failure to submit certified proof of qualifications and professional certifications will not be considered and will result in a score of zero for such provided non-certified qualifications.</i></p>	<p>3</p> <p>5</p>
<p>6. Support team experience and qualifications</p>	<p>6.1. Support Team Experience A minimum of two additional support member staff with a minimum of five (5) years experience in the field of branding/ marketing/ communications or related</p> <ul style="list-style-type: none"> • A minimum of two (2) additional support staff with relevant 5 years or more experience = 5 points • 3 or more additional staff members with relevant experience = 10 points <p>6.2. Support Team Qualifications A minimum of two (2) additional team members (excluding the Project lead) with NQF Level 7 qualifications in the fields of Brand/Marketing/Communications/Media or equivalent.</p> <ul style="list-style-type: none"> • 0-1 additional support staff member with relevant qualifications = 0 points 	<p>10</p>

	<ul style="list-style-type: none"> • 2 or more additional support staff members with relevant qualifications = 5 <p><i>All certificates of completion must be certified by the Commissioner of Oath (certification should be within 06 months). Certified copies of formal qualification NOT ATTENDANCE, must be attached. Failure to attach proof of qualification will lead to a score of zero. No transcript of results will be accepted as proof of qualification.</i></p>	5
7. Client Reference letters	<p>7.1. Client Reference Letters: The company should provide a minimum of three (3) reference letters of previous work rendered by the company in the past eight (8) years. The letters must be related to developing Brand and IMC strategies</p> <p><u>The reference letters from clients of a bidder must include:</u></p> <ul style="list-style-type: none"> • Client letterhead and date of the letter • The letter must indicate the branding strategy, IMC strategy-related scope, • Duration of the project and the year in which the project was undertaken. • Contact person, contact numbers and email address. • The letter must be signed by a duly authorised person. <p><u>Score Allocation for References</u></p> <ul style="list-style-type: none"> • 0-2 Reference letters = 0 • 3 Reference letters = 10 • 4 or more Reference letters = 15 <p><i>Client Reference letters not meeting ANY of the requirements outlined in Section 7.1 will not be considered and will result in a score of zero.</i></p>	15
Total score		100
Minimum Qualifying score		80

Note: Bidders who score less than 80 points on technical evaluation will not be evaluated further.

10. TECHNICAL EVALUATION SCORE CLARIFICATION

10.1 METHODOLOGY (40 Points)

This clarification will guide the evaluation scoring to assess the elements below (but not limited to), whether the approach or methodology proposed for developing the Brand and IMC strategies is thorough, strategic, and aligned with the NDA's Turnaround Strategy.

- a) **Situation Analysis** *(This is provided in the turnaround strategy however, the service provider can expand on what they find when conducting the analysis)*
- **Market and Audience Research:** Understanding the target audience of the NDA.
 - **Competitor Analysis:** Evaluating the competitive landscape to identify key players, their brand positioning, and their strengths and weaknesses.
 - **SWOT Analysis:** Assessing the internal strengths and weaknesses of the brand, as well as external opportunities and threats in the market
- b) **Brand Positioning**
- **Unique Value Proposition (UVP):** Clearly defining what should differentiate the NDA brand from other departments or agencies and the unique value it should offer to its target audience. (A concept paper defining the Social Enterprises will be provided)
 - **Brand Promise:** Articulating the core promise of the NDA brand and ensuring it resonates with the audience and is achievable.
 - **Brand Personality and Tone:** Establishing the brand's personality and the tone of voice that will be used by the NDA in all communications.
- c) **Brand Identity Development**
- **Visual Identity:** Creation or refinement of the brand's visual elements, including the proposed logo or the suggested logos on the NDA turnaround strategy, colour palette, typography, and imagery.
 - **Brand Storytelling:** The proposed approach in crafting a compelling narrative that communicates the brand's history, mission, and vision in a way that engages stakeholders. (brand values, mission, vision, logos and cultural attributes are on the turnaround strategy)

d) Integrated Marketing Communications (IMC) Strategy

- **Message Strategy:** How the service provider will go about developing or proposing key messages that align with the brand's positioning and resonate across all communication channels.
- **Channel Strategy:** Propose the most effective mix of channels that the NDA can use (e.g., digital, print, social media, PR, events) to reach the target audience.
- **Content Strategy:** proposing the types of content to be produced, including formats (blogs, videos, infographics) and themes, ensuring alignment with the brand's identity and messaging.
- **Campaign Planning:** Outlining specific proposed campaigns to support the brand strategy, including goals, timelines, and expected outcomes.

e) Stakeholder Engagement and Feedback

- The service provider should explain the methods they will be applying for gathering feedback from stakeholders, including surveys, focus groups, and social listening
- How they will involve and communicate with key stakeholders (internal and external) throughout the information-gathering process.

f) Risk Management

- Contingency Planning by proposing how the service provider will go about Identifying potential risks associated with the strategy and developing contingency plans to mitigate these risks, the service provider can mention the current systems or methodology they have used or are using.
- Outline the Crisis Communication approach on how the brand will handle any crises or negative publicity that may arise.

11. Cultural and Ethical Considerations

- **Cultural Sensitivity:** How the Service Provider will approach that the brand and IMC strategies are culturally appropriate and resonate with diverse audiences.
- **Ethical Standards:** How the service provider will ensure that there is adherence to ethical guidelines in all branding and marketing efforts, including transparency and honesty in messaging.

SCORE CLARIFICATION

METHODOLOGY			
Clear	Partially Clear	Not Clear	40
35-40	16-34	0-15	
DETAILED PROJECT PLAN			
Clear	Partially Clear	Not Clear	10
8-10	4-7	0-3	

12. TERMS AND CONDITIONS

12.1 Prospective service providers are required to attend the compulsory site meeting and to complete the attendance register. Non-attendance of the site meeting will disqualify the bidder.

12.2 A service agreement will be entered into with the successful bidder for a period of 12 months.

12.3. The performance of the service provider will be evaluated monthly. NDA will have the right to cancel the agreement if the service provider is in breach or default of any of the terms of agreement, or not satisfied with the service.

12.4. NDA reserves the right to terminate the appointment or any part thereof; at any stage of completion should it decide not to proceed with the service.

12.5. Should the contract between NDA and the service provider be terminated by either party due to reasons not attributed to the service provider, the service provider will be remunerated for the appropriate portion of work completed.

13. COMMERCIAL EVALUATION (PHASE 2)

- (a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis).
- (b) The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.

- (c) Bid proposal must score a minimum of eighty (80) points out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than eighty (80) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in a specific Rural/Underdeveloped/Township (should the required locality merely be the Province, the full points will be applied to the Province), 3 points for Enterprises owned by black African women and 3 points for Enterprises owned by black African youth. **The CSD I AM register report** will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
Enterprises owned by black people <i>(must be included as a specific goal)</i>	10 points % shareholding by black people will determine the points
Enterprises located in a specific: • Rural / Underdeveloped/Township for work to be done or services to be rendered in that area. <i>(SBD 1 must be completed with full location and must be accompanied by proof of address to claim points).</i>	4 points • Rural/Underdeveloped/Township/: = 4 points Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified. Should the required locality be the Province, the full points will be applied to the Province. <i>Points will be given if the enterprise has its registered head office or registered operational office in that location</i>
• Enterprises owned by black African women.	3 points % shareholding by the targeted group will determine the points that are scored
• Enterprises owned by black African youth.	3 points % shareholding by the targeted group will determine the points that are scored

- (e) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

14. JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

15. CLIENT BASE

The NDA reserves the right to contact references during the evaluation and adjudication process to obtain information.

16. PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

16.1. Functionality/Technical Envelope

Bid Ref: NDA11/CS08/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF AN NDA BRAND STRATEGY

Bid closing date and time: **23rd SEPTEMBER 2024**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid as per Section 6 of this document.

16.2. Pricing/Commercial Envelope

Bid Ref: NDA11/CS08/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF AN NDA BRAND STRATEGY

Bid closing date and time: **23rd SEPTEMBER 2024**

Name and address of the bidder:

In this envelope, the bidder shall only provide the price/commercial proposal and the Mandatory documents outlined in section 14 of this document.

17. PRICING

- (a) Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT.
- (b) Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be indicated.
- (c) Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- (d) Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.

18. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

19. NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: Invoices@nda.org.za

20. MANDATORY DOCUMENTS

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 3.3, 4 & 6.1) together with their proposals.

Failure to complete and submit any of the attached documents will result in immediate disqualification.

21. CENTRAL SUPPLIER DATABASE

The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017.

22. CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as the basis to finalise contract terms and conditions.

23. DISCLAIMER

- (a) Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.
- (b) If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency to allow the NDA to consider what corrective action is necessary (if any).
- (c) Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- (d) No representations made by or on behalf of NDA about this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

24. ADDITIONS AND AMENDMENTS TO THE BID

- (a) The NDA reserves the right to change any information in, or to issue an addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of or failure to exercise this right.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

25. CONTENT PAGE

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 9** (technical evaluation criteria) of this TORs. Any additional information that the supplier would like to provide should be referenced as well on the content page.

26. PRICE NEGOTIATIONS

- (a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this.
- (b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

27. SPECIAL COMMERCIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- (a) To accept part of a tender rather than the whole tender.
- (b) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- (c) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- (d) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (e) Award to multiple bidders based either on size or geographic considerations.

28. ETHICS AWARENESS TO SERVICE PROVIDERS

NDA pledges towards high ethical conduct in dealing with Service Providers

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH NDA.

Signature: Representative of the Service Provider

Date

Name: Representative of the Service Provider

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NDA11/CS08/24	CLOSING DATE: 23 rd September 2024		CLOSING TIME:	12H00 PM
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO DEVELOP THE NDA BRAND STRATEGY IN ALIGNMENT WITH ITS APPROVED TURNAROUND STRATEGY OVER A PERIOD OF 12 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
26 WELLINGTON ROAD, PARKTOWN, 2193					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Muzi Matsenjwa or Elizabeth Mngqabashe		CONTACT PERSON	Ms Makgodu Tsehloane	
TELEPHONE NUMBER	011 018 5562/5546		TELEPHONE NUMBER	011 018 5538	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	muzim@nda.org.za/		E-MAIL ADDRESS	makgodut@nda.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS (attach proof not older than 6 months)					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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



SBD4

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;



SBD4

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

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



SBD4

1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: NDA11/CS08/24
CLOSING TIME 12H00	CLOSING DATE... 23rd SEPTEMBER 2024
...	

OFFER TO BE VALID FOR ...**150**.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

R-----

R-----

R-----

R-----

R-----

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

R-----

R-----

R-----

R-----

----- days

----- days

----- days

----- days

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

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

R.....

R.....

Name of Bidder:

.....	R.....
.....	R.....

TOTAL: R.....

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

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

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

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Muzi Matsenjwa
Tel:011 018 5500
muzim@nda.org.za

Or for technical information –

Ms Makgodu Tsehloane

Tel:011 018 5538
makgodut@nda.org.za



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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by black people (must be included as a specific goal)		10		
Enterprises located in a specific: Rural / Underdeveloped/Township for work to be done or services to be rendered in that area (SBD 1 must be completed with full location and must be accompanied by proof of address to claim points)		4		
Enterprises owned by black African women		3		
Enterprises owned by black African youth		3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

