

29 De Beer Street, Braamfontein  
Johannesburg, 2017, South Africa  
Private Bag X76, Braamfontein,  
2017

Tel: +27 11 877 2000

Fax: +27 11 877 2222

[www.legal-aid.co.za](http://www.legal-aid.co.za)



Independent and within reach.

## REQUEST FOR PROPOSAL (RFP):

# TENDER NUMBER 03/2026 RENEWAL OF NINTEX K2 FIVE SOFTWARE LICENCE AND NINTEX K2 FIVE ANONYMOUS USER LICENCE FOR A PERIOD OF THREE (3) YEARS

<b>Date of Issue:</b>	Friday, 15 May 2026
<b>Closing Date:</b>	Tuesday, 23 June 2026 at 11:00am
<b>Contact Person:</b>	Lydia Chelhango
<b>Contact Email:</b>	<a href="mailto:LydiaC@legal-aid.co.za">LydiaC@legal-aid.co.za</a>

# Table of Contents

---

- 1. **DISCLAIMER**..... 3
- 2 **INTRODUCTION** ..... 5
- 3 **BACKGROUND** ..... 5
- 4 **PURPOSE** ..... 5
- 5 **SCOPE OF WORK** ..... 6
- 5.1 **Technical Support** ..... 6
- 5.2 **Maintenance and Software Updates** ..... 6
- 5.3 **Knowledge Base and Resources**..... 6
- 5.4 **Training and Education** ..... 6
- 5.5 **Licence and Contract Management**..... 6
- 6 **TECHNICAL PROPOSAL ORGANISATIONAL GUIDELINES** ..... 7
- 7 **FUNCTIONAL EVALUATION CRITERIA**..... 7
  - 7.1 Bid Evaluation Stages..... 7
  - 7.2 Stage 1: Technical Proposal Requirements ..... 8
  - 7.4 Stage 2: Pricing ..... 9
- 8 **RIGHTS TO SUBMITTED MATERIAL** ..... 10
- 9 **CONFIDENTIAL INFORMATION**..... 11
- 10 **PAYMENT** ..... 11
- 11 **BID CONDITIONS**..... 11
- 12 **RFP SUBMISSION INFORMATION**..... 12
- 13 **OBJECTIVE CRITERIA** ..... 13

## 1. DISCLAIMER

---

- 1.1. The information contained in this Request for Proposal (“RFP”) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Legal Aid South Africa, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. The information contained in this document is confidential in nature. The bidders shall not share this information with any other party not connected with responding to this RFP.
- 1.2. This RFP is not an agreement or an offer by Legal Aid SA to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP. Though this RFP has been prepared with sufficient care to provide all required information to the potential Bidders, they may need more information than what has been provided. In such cases, the potential Bidder is solely responsible to seek the information required from Legal Aid SA. Legal Aid SA reserves the right to provide such additional information at its sole discretion.
- 1.3. Legal Aid SA and its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulation, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.
- 1.4. Legal Aid SA also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 1.5. Legal Aid SA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

- 1.6. The issue of this RFP does not imply that Legal Aid SA is bound to select a Bidder or to appoint the selected Bidder for the Request for Quotation herewith. Legal Aid SA reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
- 1.7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, USB and labelling, expenses associated with any demonstrations or presentations which may be required by Legal Aid SA or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the Bidder and Legal Aid SA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the proposal, regardless of the conduct or outcome of the selection process.

## 2. INTRODUCTION

---

- 2.1. Legal Aid South Africa (abbreviated as "Legal Aid SA") is a national public entity established by the Legal Aid South Africa Act 39 of 2014. Its aim is to render legal aid or make available legal advice, provide legal representation to people at state expense, and provide education and information concerning legal rights and obligations, as envisaged in the Constitution of the Republic of South Africa. Legal Aid SA is a high-performing organisation and is certified as a Top Employer in South Africa.
- 2.2. The organisation invites qualified and reputable service providers to submit a proposal for the renewal of Nintex K2 Five Software Licence and Nintex K2 Five Anonymous User Licence for a period of three (3) years.

## 3. BACKGROUND

---

- 3.1. Legal Aid SA currently uses Nintex K2 version 5.5 to automate several core business processes that support the efficient administration and delivery of its constitutional mandate, enabling improved workflow management, process standardisation and operational efficiency across the organisation.

## 4. PURPOSE

---

- 4.1. Legal Aid SA invites qualified and reputable service providers to submit a proposal for the renewal of Nintex K2 Five Software Licence and Nintex K2 Five Anonymous User Licence for a period of three (3) years:

<b>Product</b>	Nintex K2 Five Licence and Nintex K2 Five Anonymous User Licence
<b>Quantity</b>	Unlimited number of users
<b>Licence Type</b>	Nintex K2 Five Licence and Nintex K2 Five Anonymous User Licence
<b>Support and Maintenance</b>	Standard Nintex terms and conditions of the licence agreement

## 5. SCOPE OF WORK

---

The appointed contractor shall undertake to provide Legal Aid SA with services of a high and acceptable standard, which shall include:

### 5.1. Technical Support

Nintex K2 provides technical support to assist Legal Aid SA in resolving any platform-related concerns. This covers assistance with installation, configuration and system integration. The service provider should negotiate escrow agreement that will ensure that should the licence manufacturer become bankrupt, an alternative organisation will be granted licence software code to continue providing licences. The supplier will be responsible for ensuring that licences purchased are not shared with any other company and are strictly allocated to Legal Aid SA.

### 5.2. Maintenance and Software Updates

Access to download and install K2 Five software updates, including Fix Packs and Cumulative Updates, is crucial for maintaining the health and security of the K2 platform. Therefore, having access to these updates is essential for Legal Aid SA to ensure that the organisation takes advantage of the latest features and benefits while keeping systems up to date and secure.

The contract should provide access to download all K2 software builds, including those that extend beyond K2 Five, to ensure that the latest versions of the software can be obtained.

### 5.3. Knowledge Base and Resources

Nintex K2 should provide Legal Aid SA with a knowledge library of articles and resources to improve the platform's usability. Support and maintenance services guarantee that Legal Aid SA has access to and maintains this information base.

### 5.4. Training and Education

Nintex K2 should provide training and education services to help Legal Aid SA master the platform and maximise its capabilities. Legal Aid SA has access to this training and education due to the support and maintenance services.

### 5.5. Licence and Contract Management

Support and maintenance services must also include management of licences and contracts. This involves ensuring that Legal Aid SA has the appropriate licences and

contracts and that they are updated and renewed as required.

## 6. TECHNICAL PROPOSAL ORGANISATIONAL GUIDELINES

---

6.1. *Table 1: Technical Proposal Organisational Guidelines* below contains the organisational guidelines for proposal responses.

**Table 1: Technical Proposal Organisational Guidelines**

<b>Proposal Tab No.</b>	<b>Technical Proposal Section</b>
<b>Tab 1</b>	Company introduction and relevant experience for the supply, implementation, maintenance and support of Nintex K2 Five
<b>Tab 2</b>	Detailed proposal addressing the Scope of Work
<b>Tab 3</b>	Proof of Partnership (the Accreditation or Reseller Letter): A valid reseller or accreditation letter from Nintex confirming the bidder is authorised to sell and support K2 Five products
<b>Tab 4</b>	References
<b>Tab 5 - Supplements</b>	Any proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the proposal in a separately marked "Supplements" tab of the proposal

## 7. FUNCTIONAL EVALUATION CRITERIA

---

### 7.1. Bid Evaluation Stages

7.1.1. The bid evaluation process consists of two (2) stages, according to the nature of the bid. A Bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. Failure to meet the minimum qualifying score or threshold will result in disqualification. The stages are:

**Table 2: Bid Evaluation Stages**

Stage	Description	Minimum Qualifying Score	Applicable for this bid YES/NO
Stage 1	Technical Proposal Requirements	70%	YES
Stage 2	Price and Historically Disadvantaged Individuals (HDI) 80/20	n/a	YES

**7.2. Stage 1: Technical Proposal Requirements**

7.2.1. Qualifying Bidders shall be evaluated on the technicality of their proposals as per the criteria set below. The minimum threshold for this stage of technical proposal requirements is 70 out of 100 points. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 2.

**Table 3: Technical Proposal Requirements**

Max Points	Criteria	Weight
<b>Proof of Partnership</b>		
<b>60</b>	<b>Proof of Partnership (the Accreditation or Reseller Letter): A valid reseller or accreditation letter from Nintex confirming the bidder is authorised to sell and support K2 Five products</b>	<b>60</b>
	Premier Partner	<b>60</b>
	Certified Partner	<b>50</b>
	Registered Partner	<b>40</b>
	Proof of Nintex partnership or accreditation letter not attached	<b>0</b>
<b>Written References</b>		
<b>40</b>	<b>The service provider must provide reference letters from contactable references for the provision of supply, maintenance and support of Nintex K2 Five services which are not more than five (5) years old. Reference letters must include:</b> <ul style="list-style-type: none"> <li>• company name;</li> <li>• contact name;</li> <li>• contact details;</li> <li>• duration of contract; and</li> <li>• a brief description of the services provided.</li> </ul>	<b>40</b>
	5 dated and signed reference letters attached and not older than 5 years	<b>40</b>

4 dated and signed reference letters attached and not older than 5 years	<b>30</b>
3 dated and signed reference letters attached and not older than 5 years	<b>20</b>
2 dated and signed reference letters attached and not older than 5 years	<b>10</b>
1 dated and signed reference letters attached and not older than 5 years	<b>5</b>
No reference letters attached	<b>0</b>
<b>TOTAL</b>	
	<b>100</b>

7.3. Bids that achieve 70% or more for the Functionality Evaluation of the Technical Proposal will be further evaluated on Specific Goals, whereby the Preferential Points System of 80/20 with the maximum points will be applied, as follows: Price = 80 points and 20 points are for preferential procurement requirements on Historically Disadvantaged Individuals (HDI).

**7.4. Stage 2: Pricing**

The pricing evaluation will be based on Specific Goals whereby the Preferential Points System of 80/20 with the maximum points will be applied, as follows: Price = 80 points and 20 points are for preferential procurement requirements on Historically Disadvantaged Individuals (HDI).

The **Evaluation on Price and Historically Disadvantaged Individuals (HDI)** will be calculated as per the below table.

Preferential points will be awarded in terms of the Historically Disadvantaged Individuals (HDI) which must be substantiated as follows **(kindly refer to form SBD 6.1 for more details and fully complete to claim the points):**

**Table 4: Evaluation on Price and HDI**

No.	Price and Historically Disadvantaged Individuals (HDI)	Points
1.	Total bid price offered (inclusive of all applicable taxes)	<b>80</b>
2.	Historically Disadvantaged Individuals (HDI)	<b>20</b>
	<b>TOTAL</b>	<b>100</b>

Bidders must submit a valid CSD registration or B-BBEE status level verification certificate, or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE as proof to substantiate the HDI points claimed as per SBD 6.1.

**Table 5: Pricing Structure**

<b>Pricing Structure</b>							
<b>Item</b>	<b>Description</b>	<b>Unit measure</b>	<b>Qty</b>	<b>Unit Price (Year 1)</b>	<b>Unit Price (Year 2)</b>	<b>Unit Price (Year 3)</b>	<b>Total Price</b>
1.	Annual Renewal of Support and Maintenance contract for Nintex K2 Five Licence and Nintex K2 Five Anonymous User Licence		1				
2.	Nintex K2 Five Anonymous User Licence		1				
						<b>Sub-Total</b>	
						<b>VAT 15%</b>	
						<b>Total</b>	

## **8. RIGHTS TO SUBMITTED MATERIAL**

8.1. It shall be understood that all proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and proposals referencing information submitted in response to this RFP, shall become the property of Legal Aid SA and will not be returned. Legal Aid SA will use discretion regarding disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a government entity, Legal Aid SA is subject to making records available for disclosure.

## **9. CONFIDENTIAL INFORMATION**

---

- 9.1. Any written, printed, graphic, electronic or magnetically recorded information furnished by Legal Aid SA for the respondent's use is the sole property of Legal Aid SA. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information and information concerning Legal Aid SA employees, products, services, prices, operations, security measures and subsidiaries.
- 9.2. The respondent and its employees shall keep this confidential information in the strictest confidence and will not disclose it by any means to any person except with Legal Aid SA's approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the respondent's employees, agents and subcontractors, and the respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the respondent, its employees, agents and subcontractors will promptly return any confidential information in its possession to Legal Aid SA.

## **10. PAYMENT**

---

- 10.1. No payment will be made by Legal Aid SA before a service has been fully rendered and signed off by Legal Aid SA.
- 10.2. Payment will be made within 30 days of receipt of the original or certified invoice from the supplier, provided that Legal Aid SA is satisfied with the quality and standard of the supplier's performance.

## **11. BID CONDITIONS**

---

- 11.1. The following documents must be completed and returned together with the proposal:
- a) SBD 1
  - b) SBD 3.1
  - c) SBD 4

d) SBD 6.1

- 11.2. The bidder must provide proof of registration on National Treasury's Central Supplier Database (CSD) which should reflect that the bidder is an active supplier, is tax compliant and is not a restricted supplier.
- 11.3. Legal Aid SA Supply Chain Management Policy on preferential procurement: Specific goals will be evaluated using the Preferential Points System Evaluation: 80/20: Price = 80 points and 20 points are for preferential procurement requirements on Historically Disadvantaged Individuals (HDI).
- 11.4. Bidders are required to provide a valid B-BBEE status level verification certificate or an affidavit where preference points are claimed.
- 11.5. The proposals must be valid for a minimum period of 120 days from the date of issuing and must include VAT where applicable.
- 11.6. The full costs must be disclosed and no variances will be entertained.
- 11.7. The Bidders must send their quotations, along with the proposal and other required bidding documents to the email address listed on the RFP's cover page.
- 11.8. If a Bidder discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, notice should be provided with the tender number and reference to the RFP to the contact person stated on the cover page. Legal Aid SA is not responsible for and has no liability for or obligation to correct any errors or omission in this RFP.

## 12. RFP SUBMISSION INFORMATION

---

- 12.1. The closing date of submission is **23 June 2026 at 11:00am**.
- 12.2. All questions or queries relating to the specifications should be forwarded in writing to the contact listed on the cover page by no later than **29 May 2026**. The questions or queries should reference a specific paragraph from the RFP.

12.3. All enquiries must be directed to:

Lydia Chelhango

Email address: [LydiaC@legal-aid.co.za](mailto:LydiaC@legal-aid.co.za)

12.4. RFP responses should be clearly marked and submitted to the tender box situated in the reception of the below address:

LEGAL AID HOUSE  
29 De Beer Street  
Braamfontein  
Johannesburg  
2017

**12.5. No emailed, faxed, posted or late submissions will be accepted.**

12.6. Bidders must submit their bid responses as follows:

12.6.1. One (1) Original file inclusive of RFP Document, Technical Proposal and Pricing/Costing.

12.6.2. One (1) Copy file inclusive of RFP Document, Technical Proposal Response and Pricing/Costing.

12.7. It is the Bidder's responsibility to ensure that the information on the electronic copy is the same as in the hard copies; the information in the original file must also be the same as in the copied files. To ensure that the electronic copies are not damaged, the Bidder must submit the memory stick (USB) in a sealed padded envelope, which must be attached to the hard copy and clearly marked as follows: RFP Number, RFP Description, RFP Closing Date, and the Bidder's name and contact details.

## **13. OBJECTIVE CRITERIA**

---

13.1. Legal Aid SA, like any other business, relies greatly on suppliers for most services, therefore, the interaction with suppliers/contractors/consultants can have a substantial impact on a Legal Aid SA operation. Legal Aid SA can be negatively impacted by a supplier who does not have a good reputation or has been implicated in unethical activities, by association. To mitigate this reputational risk, Legal Aid SA will investigate any negative and positive news

on the supplier/contractor/consultant before doing any business and make an informed decision about association.

- 13.2. In the event that a Bidder is found to not satisfy/meet the conditions or requirements set under par. 13.1 above, Legal Aid SA shall exercise its right in awarding the bid using applicable prescripts as provided for under the PPPFA (sec. 2(f), which states, “*the contract must be awarded to the tenderer who scores the highest points, unless objective criteria in addition to those contemplated in paragraphs (d) and (e) justify the award to another tenderer;*”).

**LEGAL AID SOUTH AFRICA RESERVES THE RIGHT NOT TO MAKE ANY APPOINTMENT AND SHALL NOT ENTERTAIN ANY CLAIM FOR COSTS THAT MAY HAVE BEEN INCURRED IN THE PREPARATION AND THE SUBMISSION OF THE PROPOSALS.**

**END OF THE REQUEST FOR PROPOSAL DOCUMENT**

