

TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT AND IMPLEMENTATION OF THE CHANGE MANAGEMENT FRAMEWORK IN ALIGNMENT WITH THE NATIONAL DEVELOPMENT AGENCY TURNAROUND STRATEGY OVER A PERIOD OF 18 MONTHS

BID REF: NDA11/CS06/24

COMPULSORY BRIEFING SESSION	11th MARCH 2024 at 10H00 MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: MuziM@nda.org.za by 09h00 on the 11 th of March 2024 so that a link can be sent to them for joining the Microsoft Teams meeting.
VENUE	
CLOSING DATE	22nd MARCH 2024
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	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. <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>
SUPPLIER ENVELOPES	The supplier's envelope/s MUST clearly have the description of the "The appointment of a service provider to develop an Organisational Structure aligned to new business model for the National Development Agency (NDA)". A TWO-ENVELOPE system will be used for the submission of bids: Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 18 of this document. Technical Envelope This envelope must contain all info listed in section 5,6,7 and 8 of this document.
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 Basani Maluleke or Ms Vuyelwa Hlangwana on +27 11 018 5545/5549 or basanim@nda.org.za/VuyelwaH@nda.org.za



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1. OVERVIEW OF 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 Agency Act, Act No. 108 of 1998 (as amended) as government's response to the challenge of poverty and its causes in South Africa.
- 1.2. 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 Civil Society Organisations (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 shifting the country from the scourge of poverty 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.

2. BACKGROUND

- 2.1. The National Development Agency embarked on a two-year process of developing a Turnaround Strategy informed by the general perception of an ineffective organisation



that is not making any noticeable impact on the eradication of poverty and its causes in the country. The NDA's previous development model of registering, training, funding and linking Civil Society Organisations (CSO), was not specific enough to provide it with a unique role within the development sector. Many of the CSOs supported by the NDA in the past were NPOs and NGOs.

- 2.2. The Turnaround Strategy is designed to transform the NDA into an effective developmental agency capable of graduating millions of welfare dependant South Africans out of a state of poverty to a desired state of economic independence, self-sustenance and wealth creation. It further positions the NDA not only to address poverty but its causes which was not adequately covered by the previous CSO development model.
- 2.3. The NDA has a staff complement of 180 employees situated across the 9 provincial offices with the head office located in Gauteng province. In addition to the provincial offices, the NDA has 03 district offices.
- 2.4. The new business model proposed by the Turnaround Strategy is anchored on community driven economic development CSOs, particularly Cooperatives which are capable of generating income and make profit out of their economic initiatives. At the gist of this kind of CSOs is the ability to uplift the standard of living for the broader community instead of only the capital investors that rarely reside in the community. Community driven economic development CSOs allow the means of production to be controlled by the community that purchase the goods and services. This makes the community shareholders instead of only being consumers and providers of labour.
- 2.5. Despite being armed with a uniquely powerful mandate to mobilise resources from both within government as well as the private sector and international community, the NDA has come up short in mobilising significant resources for its CSOs. Chief among the challenges faced by the NDA is the shrinking government allocations to NDA since 2009/10 where the funding growth from National Treasury has been far below inflation.
- 2.6. To address the challenge of lack of resources to execute the mandate as well as adequately providing support to CSOs, the Turnaround Strategy puts emphasis on resource mobilisation efforts to support large scale and impactful community driven Cooperatives/enterprises.
- 2.7. The turnaround of the NDA is underpinned by the following key priorities and focus areas:
 - Shift focus on NPOs and NGOs to community driven economic development Cooperatives/enterprises to achieve community economic sustainable development to reduce poverty levels in poor communities.

- Alignment of skills requirements to match the business model imperatives.
- Diversification of resource flows for sustainability and impact.
- Establishment of strategic partnerships for scale and impact.
- Digitisation and system integration for efficiencies and for enabling operation environment; and
- Evidence based research and evaluation for policy, legislative and planning to improve effectiveness of NDA's development programmes and interventions.

2.8. The ongoing sustainability of the NDA relies heavily on the optimisation strategies to maximise productivity and eliminate duplications across a range of functional responsibilities in the organisation. The optimisation process should also be characterised by cost saving initiatives in a bid to prioritise resources towards long-term sustainable plans that add lasting value in the mandate of the NDA. Importantly, there has to be a realignment of processes, which should ensure that the NDA should redirect resources towards areas of high community impact.

2.9. The change in the business model necessitate the change management strategy which is key in helping the NDA when implementing this new business model. This change in business model will also require skills and capacity for its full implementation. The audit of the current skills is crucial in determining the gap between the current and the required future skills. The organisational structure will inevitably have to change in alignment to the revised business model. The finalisation of the organisational structure will be embedded by business process reengineering to ensure fit for purpose structure with clearly defined functional responsibilities for the implementation of the NDA mandate.

2.10. In light of the above mentioned, the NDA has recently adopted a new strategic pathway to build a compliant and fit-for-purpose entity whose operations are guided by sound commercial and developmental principles. It has embarked on a different strategic direction and trajectory, crafted the Turnaround Strategy and Business Model in pursuance of the new strategic focus.

2.11 To this end, it has become imperative that the NDA embark on change management for the organisation which will fully prepare the NDA staff for the changes that will be brought about by the Turnaround Strategy.

2. PURPOSE

The purpose of the terms of reference is to request proposals from experienced service providers to develop a change management framework and provide support for the implementation of the change to drive transformation and re-introduce the NDA in alignment with its Turnaround Strategy.

3. SCOPE OF WORK

The NDA seeks to acquire the services of an organisation that specialises in Change Management. NDA invites proposals from interested and qualified service providers with experience in the interpretation of business strategy, change management; internal stakeholders communication engagement, implementation and rollout. The scope includes designing the change management campaign plan with the management team based on the Turnaround Strategy and co-drive the implementation of the change management campaign plan following the strategic changes that the organization has gone through.

4. OBJECTIVES

The Objectives of this project are as follows:

- Develop a comprehensive change management framework, strategy and plan to guide the NDA through the transition to its Turnaround strategy to ensure smooth implementation and transition of the change management strategy and minimizing disruptions to operations.
- Keep employees informed of programme development at the right time and at the right level to create acceptance;
- Ensure that the NDA Project team and employees are engaged and involved in the programme;
- Understand the change impacts of the transformation process to support the development of the communications and support plans;
- Create an awareness and understanding of the changes resulting from the programme by establishing a compelling case and rationale for the change;
- Encourage input and foster feedback from key stakeholder groups;
- Develop a change management communication plan
- Assess the overall success of the change initiative, identify and document lessons learnt and make recommendations.
- Provide a roadmap, detailed project management plan and project charter for an integrated change management programme across the NDA for the duration of the project
- Identification and alignment of internal existing and non-existing resources, processes, policies, systems and forums that will be the enablers of change;
- Develop change metrics, and monitor and measure the change process using success metrics.
- Support the EXCO and SMT in the development of a schedule for the roll-out of the transformation/transitional activities defining milestones, identifying critical actions and performance benchmarks.
- Analyse the existing organisational culture to determine issues, motivational triggers, potential risks and strategies to effect culture change, and develop culture change strategies for the NDA.

6. KEY DELIVERABLES AND OUTPUTS

The successful service provider will be expected to deliver the following:

Key Deliverables	Performance Standards
1. Inception Report and Work Plan	Work plan and inception report submitted within agreed timeframes with the NDA
2. Change Management framework and road map	Develop a Change Management Framework and Road Map which follows the agreed best practices
3. Change Communication Plan	Develop a plan for communicating the change to NDA stakeholders, including the messages, channels, and timing of communications.
4. Stakeholder Engagement Plan	Develop a Stakeholder engagement plan to effectively manage the expectations
5. Risk Management Approach	Develop a risk management plan to identify potential risks and issues to the change initiative and develop strategies to mitigate or manage them to ensure the success of the change effort.
6. Training and Development Plan	Develop a plan for training and developing NDA employees to support the change, including the content, methods, and timing of training.
7. Sustainability and Institutionalization Plan	Develop strategies to ensure that the change is sustainable and becomes embedded in the NDA's culture and practice, as well as ways/approaches to institutionalize the change to prevent regression to previous NDA practices.
8. Monthly Reports	Submit progress reports to the NDA
9. Change Management Final Report	Change Management Report completed as per agreed timeframe.
10. Resistance Management Plan	Plan to identify potential resistance, analysis of the resistance, and strategies to overcome resistance to change within the NDA.

The appointed Service Provider may provide a master plan outlining how the overall project will be executed or provide individual plans for each component.

7. PROJECT TIMELINES

The successful service provider is expected to complete the work within 18 months, starting from the date of contract signing.

8. CRITERIA FOR EVALUATING FUNCTIONALITY (PHASE 1)

DESCRIPTION	WEIGHT
1. PROJECT PLAN	
1.1. Project Plan with clearly defined tasks, goals and milestones, team roles and responsibilities	5
2. METHODOLOGY	
2.1. Description of the Change Management methodology with a roadmap which outlines a set of actions. The framework must define a vision, strategy, and plan and clearly <i>explain not define</i> a proposed response to each deliverable as detailed below: a) Environmental Scan and Situational Analysis Approach (SWOT analysis, cultural analysis, etc) = 10 points b) Change management Model (e.g. ADKAR, Lewins, McKinsey 7-S, Nudge Theory etc) = 10 points c) Risk Management approach - 5 points d) Communications plan = 5 points e) Stakeholder Engagement Plan = 5 points f) Change Impact and Readiness Plan = 10 points g) Training and Development Plan = 5 points h) Resistance Management plan = 10 points i) Sustainability Plan = 5 points	65
3. PROJECT TEAM QUALIFICATION (ACADEMIC, PROFESSIONAL CERTIFICATION) AND EXPERIENCE	
Bidder must provide curriculum vitae and at least 1 (one) of the following certified qualifications that are relevant to the scope of services for each of the competency areas listed below: 3.1. A project leader with a minimum of an NQF level 9 (Master's Degree) and 5 years' experience in Business Management, Project Management, Business Modelling, Strategy Planning, Organisational Development or Design, Human Resource Management or any related field. • NQF Level 9 or higher in related fields = 2 points • Curriculum Vitae indicating experience = 2 points 3.2. A project lead must possess a professional project Management certification (e.g. Agile, PMBOK, PRINCE2, PMP etc) – 3 points for any of the Professional Project Management certification	4 3

3.3. A project lead must possess a professional Change Management Certification (Prosci, CCMP etc) – 4 points for any of the Professional Change Management Certification 3.4. A minimum of two support team members with a minimum of NQF level 7 (bachelor's degree/Advanced Diploma) and 5 years' experience in Human Resource Management, Training and Development, Organisational design or any related field 0 – 1 Team Member = 0 points - NQF Level 7 or higher in related fields for two (2) Team Members = 4 points - Curriculum Vitae for Two (2) Team Members both with minimum experience of 5 years in the related fields = 2 points each All certificates must be certified by the Commissioner of Oath (certification should be within 06 months). Failure to submit certified proof of qualifications and certifications will not be considered and will result in a score of zero. <i>Note: The NDA reserves the right to verify the validity of the certification. Should the leader/team member leave employment for any reason, a replacement must be of similar or higher qualifications.</i>	4 4 4
5. COMPANY EXPERIENCE IN ORGANISATIONAL CHANGE MANAGEMENT SERVICES	
4.1. Experience of the Company – The company should submit a company profile indicating a minimum of 3 years' experience in the provision of Organisational change management services. A score of zero will be allocated to company experience below 3 years. 4.2. Client Reference Letters: - The company should provide a minimum of three reference letters of similar previous work rendered in the past five (5) years by the company/Bidder on Organisational Change Management Services <u>The reference letters from clients of a bidder must include:</u> - Client letterhead and dated. - The letter must indicate the scope and the duration of work carried out and the year the work was done. - Contact person and contact telephone numbers. - The letter must be signed by a duly authorised person. Reference letters not meeting the above criteria on point 4.2 will not be considered. 0-2 Reference Letters = 0 Points 3 Reference Letters and more = 6 Points	5 6

<i>Note: The NDA reserves the right to verify the validity of the client's Reference Letters submitted.</i>	
TOTAL SCORE	100
MINIMUM QUALIFYING SCORE	70

Note: Bidders who score less than 70 on technical/functionality evaluation will not be evaluated further.

9. TECHNICAL EVALUATION SCORE CLARIFICATION

1. CHANGE MANAGEMENT METHODOLOGY			
Clear	Partially Clear	Not Clear	65
50-65	30-49	0 – 29	
2. ENVIRONMENTAL SCAN APPROACH			
Clear	Partially Clear	Not Clear	10
8-10	4 – 7	0 – 3	
3. CHANGE MANAGEMENT MODEL			
Clear	Partially Clear	Not Clear	10
8 - 10	4 – 7	0 – 3	
4. RISK MANAGEMENT APPROACH			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
5. COMMUNICATION PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
6. STAKEHOLDER ENGAGEMENT PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
7. TRAINING AND DEVELOPMENT PLAN			

Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	
8. RESISTANCE MANAGEMENT PLAN			
Clear	Partially Clear	Not Clear	10
8 - 10	4 – 7	0 – 3	
9. SUSTAINABILITY PLAN			
Clear	Partially Clear	Not Clear	5
4-5	2-3	0 – 1	

10. TERMS AND CONDITIONS

- 10.1 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.
- 10.2 A service agreement will be entered into with the successful bidder for a period of 18 months.
- 10.3 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.
- 10.4 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.
- 10.5 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.

11. 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 seventy (70) 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 seventy (70) 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), 2 points for Enterprises owned by black African women and 4 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
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- (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.

12. 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.

13. CLIENT BASE

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

14. 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:

14.1. Functionality/Technical Envelope

Bid Ref: NDA11/CS06/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A CHANGE MANAGEMENT STRATEGY, CHANGE MANAGEMENT PLAN AND ITS IMPLEMENTATION ALIGNED TO THE NDA BUSINESS MODEL

Bid closing date and time: **22nd MARCH 2024 at 12h00**

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.

14.2. Pricing/Commercial Envelope

Bid Ref: NDA11/CS06/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT OF A CHANGE MANAGEMENT STRATEGY, CHANGE MANAGEMENT PLAN AND ITS IMPLEMENTATION ALIGNED TO THE NDA BUSINESS MODEL

Bid closing date and time: **22nd MARCH 2024 at 12h00**

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.

15. 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.

16. TENDER VALIDITY

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

17. 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

18. 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.

19. 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.



20. 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.

21. 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.

22. 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.

23. 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 8** (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.

24. 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.

25. 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.

