



TENDER NO. ASA 02/2021

TENDER FOR

**APPOINTMENT OF SUITABLE SERVICE PROVIDER FOR THE
PROVISION OF AN ELECTRONIC BOARD PACK SOLUTION**

Tender Number	ASA 02/2021
Date of issue	13/10/ 2021
Bid Closing date	02/11/2021 at 12:00 noon
Address for Submission	Dmamaregane@agrement.co.za

NAME OF BIDDER:

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!!
Failure to sign/initial any alterations or corrections made may also invalidate your tender!!
The use of any correction fluid, tape or similar products may invalidate your tender submission!!

Table of Contents

PART 1: DEFINITIONS & INVITATION FOR REQUEST FOR TENDER – APPOINTMENT OF EXPERIENCED SERVICE PROVIDER FOR THE PROVISION OF AN ELECTRONIC BOARD PACK SOLUTION	3
PART 2: INSTRUCTIONS	6
1. Agrément South Africa	6
2. Purpose of the Tender	6
3. Scope of work	7
4. Cancellation of Tender	8
5. Confidentiality	8
6. Minimum Requirements and Documentation	8
7. Submission Format	9
2.8 Automatic Disqualification	10
9. Organisation of a Tender Response	11
10. Financial Proposal	11
11.Submission of Proposals	11
12. Queries and Clarifications	10
13. Tender Preparation costs	12
14.Validity period	12
PART 3: Qualification and Evaluation Criteria	12
1. Qualification	12
2. Evaluation of Proposals	12
3. Qualification Criteria	12
4. Evaluation Criteria	12
3.5. Selection Process	21
PART 4 GENERAL CONDITIONS OF CONTRACT	21
1. SERVICE LEVEL AGREEMENT	21
2. SPECIAL CONDITIONS OF THIS BID	21
5. AGRÉMENT SOUTH AFRICA REQUIRES BIDDER(S) TO DECLARE	22
6. CONFLICT OF INTEREST, CORRUPTION AND FRAUD	22
7. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT	23
8. PREPARATION COSTS	23
9. INDEMNITY	24
10. PRECEDENCE	24
b) LIMITATION OF LIABILITY	24
11. TAX COMPLIANCE	24
12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS	24
13. GOVERNING LAW	24
14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER’S PERSONNEL	24
15. CONFIDENTIALITY	25
16. AGRÉMENT SOUTH AFRICA PROPRIETARY INFORMATION	25
17. PENALTY CLAUSE ON COMMISSION EARNED	25
18. AVAILABILITY OF FUNDS – ESCAPE CLAUSE	25
19. BIDDER DECLARATION	26
20. END	27

PART 1: DEFINITIONS & INVITATION FOR REQUEST FOR TENDER – APPOINTMENT OF EXPERIENCED SERVICE PROVIDER FOR THE PROVISION OF AN ELECTRONIC BOARD PACK SOLUTION

DEFINITIONS

ASA	means Agrément South Africa.
All applicable taxes	include value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies.
B-BBEE	means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act.
B-BBEE status level of contributor	means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
Bid	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
Comparative price	means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
Consortium or joint venture	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.
Contract	means the agreement (including a service level agreement) that results from the acceptance of a bid by Agrément South Africa;
EME	means Emerging Micro Enterprise.
Firm price	means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
Functionality	means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is

	designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder.
Rand value	means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
State	means any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act No. 1 of 1999, any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament.
Service Provider or bidder	(used interchangeably) means any individual or entity that has the potential to be contracted by Agrément South Africa to render goods/services.
Sub-contract	means the primary service provider/contractor's assigning, leasing, making out work to, or employing, another person to support such primary service provider/contractor in the execution of part of a project in terms of the contract. In the event that the primary contractor/service provider is purchasing or renting goods from another entity for the purposes of rendering the services required in respect of this tender the latter shall be deemed not to be a 'sub-contractor'.
Trust	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another.
Designated sector	means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content.
Duly sign	means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
Imported content	means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported

	(whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry.
Local content	means that portion of the bid price, which is not included in the imported content, provided that local manufacture does take place.
Stipulated minimum threshold	means that portion of local production and content as determined by the Department of Trade and Industry.

TENDER NUMBER: ASA 02/2021

The Tender consists of the following documents:

Part 1 – Letter of Invitation

Part 2 – Instructions

Part 3 – Qualifications and Evaluation Criteria

Part 4 – Tender Requirements

Part 5 – Required Contract Documentation and Attachments

- Confidentiality and Non-Disclosure Agreement (Annexure A).
- Invitation to Bid (SBD 1).
- Tax Clearance Certificate Requirements.
- Pricing Schedule (SBD 3.3 Professional Service or 3.1 Purchases).
- Declaration of Interest (SBD 4).
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1).
- Declaration Certificate for Local Production and Content (SBD 6.2).
- Contract Form - Rendering of Goods/ Works SBD 7.1 (or 7.2 for Services).
- Declaration of Bidder's Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

Note: Failure to provide any one of the documents required in Part 5 above will lead to an immediate disqualification of the service provider from the tender process.

CONDITIONS OF TENDER

- a) Proposal must be submitted in the company letterhead.
- b) Proposal should be hand delivered to our offices placed in an envelope clearly marked with Tender Number and name submitted to the above-mentioned address.
- c) All service providers must submit their B-BBEE Verification Certificates from Verification Agencies accredited by the South African Accreditation System or a Registered Auditor approved by the Independent Regulatory Board of Directors (IRBA) OR AN Accounting Officer as contemplated in the Close Corporation Act (CCA) in to order to claim preference points.
- d) Evaluation criteria: 80/20 Preference Points System as presented in the preferential procurement regulations of 2017.

- e) In case of proposal from a joint venture, the following must be submitted together with the proposal: Joint venture Agreement including split of work signed by both parties; the original or certified copy of the B-BBEE certificate of the joint venture; the Tax Clearance Certificate of each joint venture member; Proof of ownership/shareholder certificates/copies; and Company registration certificates.
- f) Late and incomplete submissions will not be accepted.

PART 2: INSTRUCTIONS

1. Agrément South Africa

Agrément South Africa was established in 1969 and has been operating within the CSIR under the auspices of its Built Environment Unit. In December 2015, Agrément South Africa was recognised an independent agency to bring an impartial judgement to the evaluation of innovative construction products and systems in the interest of the consumer and the construction industry at large.

The Agrément South Africa Act was accented to by the Honourable President of the Republic of South Africa as Act No 11 of 2015 from 1 April 2017. Agrément South Africa being established as a Schedule 3A entity from 1 April 2017, were previously it was managed by the CSIR being a Schedule 3B entity with a staff compliment of 26 employees. The entity operates under a delegation of authority from the Minister of Public Works.

The main objectives are:

- To provide assurance of fitness-for-purpose of non-standard construction related products and systems to specifiers and users.
- To support and promote the process of integrated socio-economic development in the Republic as it relates to the construction industry.
- To support and promote the introduction and use of certified non-standardised construction related products or systems in the local or international market.
- To support policy makers in minimizing the risk associated with the use of non-standard construction related product or system; and
- To be an impartial and internationally acknowledged South African centre for assessment and confirmation of fitness-for-purpose of non-standard construction related products or systems.

2. Purpose of the Tender

Agrément South Africa (ASA) invites Bidders to Bid for Appointment of Experienced Service Provider for the Implementation of an Electronic Board Pack Solution. The successful Bidder shall also be in a position to, and be capable of, providing post warranty support services for the installed software and licensing through a Service Level Agreement to be agreed upon between the successful bidder and ASA.

3. Scope of work

The successful bidder will be required to scope, implement, deploy, and support and maintain and host a SharePoint Board Pack Solution for AGREEMENT users. Support and maintenance of the solution will be required for a period of 36 months (3 years).

The Board Pack Solution must provide the following capabilities:

- a) Central Administration for:**
 - SharePoint Creating/updating multiple committees as well as adding/removing committee members for each committee.
- b) Creating / updating meetings with the following using SharePoint:**
 - Meeting name / description.
 - Date of meeting.
 - Invitees (required / optional).
 - Documents required for submission (date required and from who).
 - Sending reminders for documents required.
 - Attachments to the meetings (agenda, minutes, reports etc.) – available to invitees on all platforms (specified in paragraph).
 - Push notifications to invitees on any meeting updates; and
 - Integration to SharePoint Document Library and Outlook/ mail to schedule meetings and invite attendees.
- c) SharePoint Meeting Calendar Report:**
 - Ability to generate a calendar with all scheduled meetings (past and future), either for a specific committee or all committees.
 - Customer-Branded solution specific for AGREEMENT I.T Requirements
 - Digital signatures (Sign on Glass) for specific documents by committee members.
 - Document Annotation; and
 - Committee members should be able to comment on meeting documents.
- d) Administrators should be able to draw a report on all comments made based on the following criteria:**
 - Specific committee.
 - Specific document.
 - Specific member.
 - Specific date range.
 - Document Versioning.
 - Document Approval.
 - Document Encryption (both at rest and during transfer).
 - Pin/Password Protection of Documents.
 - Secure/Confidential Distribution of Documents; and
 - Integration with Microsoft Active Directory for user authentication (single sign on where applicable).
 - Hosting the SharePoint application.
- e) Accessible on the Following Platforms:**
 - Android (an open-source operating system (OS) used for smartphones and tablet computers).
 - iOS (an operating system used for mobile devices manufactured by Apple Inc.).
 - On Premise Solution; and Windows (an operating system used for smartphones).

- Web based and Mobile App via login.
- g) Voting**
 - Anonymous Voting on Resolutions available to invitees on all platforms.
 - Voting option should be customisable for each vote (e.g., Yes/No).
 - Approve / Reject, Recommend / Reject etc.).
 - The Votes should be archived onto the system indefinitely.
 - Administrators should be able to draw reports from the system on voting results per voting matter.
 - Administrators should be able to send reminders to members who have not voted yet.
 - Discussion Forum for Committee Members to discuss topics. The discussion forum history needs to be available for audit reporting purposes.
 - Solution should allow for meta data search through all current and historic documents.
 - All user actions on the solution should be stored for audit reporting purposes.
 - All previous meeting documents (agendas, minutes, resolutions etc.) would need to be migrated to the new system as part of this project.
- h) Credential & Compliance**
 - PoPI Act Compliance for User Consent, Data Security & Privacy
 - User Login: Geofencing for better cybersecurity, Multi Factor Authentication (MFA)
 - ISO/IEC 27001:2013 IT Security Compliant Solution & the Service Must be certified entity
 - Microsoft Gold partner Certificate.
- i) Integration and Data Import/Export**
 - Solution Shall have the ability to integrate or via Import/Export to EXCEL/Power BI Performance & Availability Monitoring via Azure Monitor or existing cloud monitoring

4. Cancellation of Tender

ASA may cancel this Tender any time prior to the formal written agreement being executed by or on behalf of ASA. ASA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

ASA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.

5. Confidentiality

All bidders to this tender will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

6. Minimum Requirements and Documentation

In order to be considered for selection, the bidder must meet the following minimum criteria:

- a) Potential service providers must ensure that they are registered on Central Supplier database must be submitted. Prospective bidders must be tax compliant.
- b) Only B-BBEE Level 1, 2 and Level 3 contributors must submit a response to this bid on an original or originally certified copy of a correct and valid B-BBEE certificate (only SANAS accredited certificates will be accepted) OR valid original sworn affidavit (whichever is applicable)
- Technical Response (which includes company profile, track record and previous experience, capacity and capability).

- All bidders must provide a valid SARS Tax Pin /Tax Clearance Certificate (Original certificate required)/ (SARS Tax status certificate with PIN number).
- All bidders must be registered on National Treasury Central Supplier Database (CSD) and provide a summary report (registration number).
- All SBD forms stated below should be completed in full signed and dated by an authorised representative of the bidder.
- Completed SBD 3.1;(Pricing proposal).
- Completed SBD 4.
- Completed SBD 8.
- Completed SBD 9; and
- Completed SBD 6.2 (Declaration certificate for local production and content).
- Audited/reviewed annual financial statement in the name of the bidding company (Current year or prior year AFS)/ Guarantee (e.g., Bank Guarantee) /Surety/Management Report.

Name of the document that must be Submitted	Non-submission may result in disqualification
Invitation to bid – SBD 1	YES – Complete and sign the supplied pro forma document
Central Supplier Database System Registration Report from National Treasury	YES – Bidders must register on the Central Supplier Database system and submit the report as confirmation of registration. The successful Bidder will be expected to be registered on CSD before contracting
Pricing Template	YES – Submit full details of the pricing proposal to ASA
Declaration of Interest – SBD 4	YES – Complete and sign the supplied pro forma document. Where the bidder is a subsidiary of another company or is owned by a Trust, the bidder should disclose the same and complete
Preference Point Claim Form - SBD 6.1	NO – Complete and sign the supplied pro forma document. Non submission will result in the bidder scoring 0 for BEE.
Declaration certificate for local production and content SBD 6.2	YES - Please submit
Declaration of bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document
Certificate of Independent bid Determination – SBD 9	SBD 9 YES – Complete and sign the supplied pro forma document.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
Audited/reviewed annual financial statement in the name of the bidding company (Current year or prior year AFS)/ Guarantee (e.g., Bank Guarantee) /Surety/Management Report.	YES – Please submit.

The successful bidder will be required to maintain all the above throughout the duration of the appointment as a condition of appointment.

7. Submission Format

All bidders are required to submit a comprehensively/detailed proposal including the following components:

- Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Tender response.
- Company profile including history, group structure, operations, logistics and related companies and services
- Response templates. Templates that are required to form part of the Bidder's Tender response.
- The proposed agreement under which ASA wishes to contract the services.
- A detailed ASA-specific proposal showing activities and timeframes.

The proposal and all written material and attachments must be submitted in English. All price values must be stated in South African Rand values. Bidders are requested to submit 1 original copy of their printed proposals and one electronic copy on portable media. The printed bid/proposal must not exceed 150 (one hundred and fifty) A4 pages (including front page, table of contents, main proposal, reference pages, annexures and excluding completed SBD forms).

8. Automatic Disqualification

If ever it is found that the interested party or person(s) acting on behalf of the interested party has, in the Tender or during the whole process of evaluation, selection, etc.:

- Misrepresented or altered material information in whatever way or manner.
- Promised offered or made gifts, benefits to any ASA employee.
- Canvassed, lobbied in order to gain unfair advantage.
- Committed fraudulent acts; and
- Acted dishonestly and/or in bad faith.

Such interested party and/or person(s) shall automatically be disqualified from further participation in this process.

Any attempts by the bidders to canvas any member of ASA's personnel directly or indirectly for support will result in disqualification of their bid/proposal.

9. Organisation of a Tender Response

Irrespective of whether the Bidder is responding to portions of the Tender, or the Tender as a whole, the Bidder will be required to submit the following:

	<p>Section 1</p> <ul style="list-style-type: none">• Pre-qualification documents (SBD documents) <p>Section 2</p> <ul style="list-style-type: none">• Mandatory & Technical Requirement• Technical Responses• Supporting documents for technical responses
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FILE 1	Section 3 <ul style="list-style-type: none"> • Initialled General Conditions of Contracts (GCC)
FILE 2	Section 1 <ul style="list-style-type: none"> • BEE Certificate Section 2 The completed pricing schedule must be submitted in Microsoft Excel format in an electronic copy.

10. Financial Proposal

Bidders are required to provide a comprehensive/detailed fee structure. The prices must be **VAT inclusive (15%)**. This will assist us in comparing the pricing.

11. Submission of Proposals

The closing date for the submission of proposals is **02 November 2021 Time 12:00 noon**.

The submission must be done electronically via the below email address.

Email address:

Dmamaregane@agrement.co.za

- **An acknowledgement email will be sent when a submission is received.**
- **Late or incomplete tender proposals will not be accepted or considered, and any proposal delivered to any address other than the address mentioned above will not be accepted; and**

2.12. Queries and Clarifications

Any additional information required which is not clarified in the specifications must be addressed in writing to Dmamaregane@agrement.co.za and for Technical queries write to lt@agrement.co.za

Additional information may be provided at ASA's discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission. ASA reserves the right to request meetings with Bidders to clarify responses or seek additional information to refine assessments.

ASA reserves the right to conduct supplier due diligence prior to final award or any time during the contract period. This may include site visits and requests for additional information.

2.13. Tender preparation costs

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

2.14 Validity period

The proposals should remain valid for at least one hundred and twenty (120) working days after the closing date.

ASA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

PART 3: QUALIFICATION AND EVALUATION CRITERIA

1. Qualification

Only bidders who have submitted compliant proposals pursuant to Part 2 above will be evaluated in accordance with the Qualification and Evaluation Criteria set out in Part 3.

2. Evaluation of Proposals

The purpose of the Proposal is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at ASA's discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of ASA's decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

3. Qualification Criteria

- All bidders must demonstrate that they have the required competencies in their core teams.
- The proposal must include all required documentation as requested in the Tender; and
- All bidders are required to meet the minimum specifications of compliance, technical expertise and experience.

4. Evaluation Criteria

Stage 1: Governance Verification

The evaluation during this stage is to ensure that all required documentation are received and duly completed and that all minimum requirements are complied with. Bidders that did not achieve the requirements will be disqualified.

Stage 2: Technical Evaluation

The evaluation during this stage is based on technical criteria (Functionality). Only bidders achieving a minimum score of 80% will be shortlisted and evaluated further in Stage 3.

Bidders will be evaluated as indicated below:

The following values will be applicable when evaluating the bid.

5=Excellent 4=Very good 3= Good 2= Average 1= Poor 0= Non-compliance

No.	Evaluation Criteria	Requirements	Weight
1	<p>Methodology For the requirements, the bidder must describe in detail how the system works and how they comply with each requirement:</p> <p>Risk Management For the requirements, the bidder must describe in detail how the system risk management and business contingency management implemented and how they comply with each requirement:</p>	<ul style="list-style-type: none"> ➤ The administrator must be able to create different and any number of meeting committees. That is, there should be no limitation with respect to the number of committees created. ➤ Meeting document/s mapped to agenda items linked to SharePoint Library. ➤ Push notification (in-application alerts and device notifications) must be sent to the meeting attendee’s instantaneously when a meeting pack is changed or updated. The system must be accessible from remote locations for administrators and end users. ➤ Users must be able to make annotations, comments and highlights on meeting document and share annotations and comments with other meeting attendees. ➤ As a security feature, the meeting pack application must allow for consuming of the published meeting pack by committee members only in the application. ➤ Annotations and comments on document must be available to the user even when the document in a meeting pack is replaced or updated committee members only within the application. ➤ ASA requires the ability to upload and work with any type of document format, the key formats being word, PDF, Excel, PowerPoint. Any additional formats should be indicated. ➤ The solution must allow approve, sign and voting requirements, including ability to create and sign meeting resolutions. ➤ Ease of integration Microsoft Active Directory/Azure AD <p>Clearly show the Risk Management Methodology in Solution Implementation'</p> <ul style="list-style-type: none"> - Risk Identification - Risk Classification - Craft Plan and Link to each Risk Mitigation Plan - Risk Communication Throughout the Project <p><u>Rating Scales</u></p> <p>No Methodology = 0 Points</p> <p>Poor Methodology = 1 point</p> <p>Average Methodology = 2 Points</p> <p>Good Methodology = 3 Points</p> <p>Very good Methodology = 4 Points</p> <p>Excellent Methodology = 5 Points</p>	10%
2	<p>Creation of Meeting Packs</p>	<ul style="list-style-type: none"> ➤ When changing the committee’s name, the changes shall be made in one area/location and then populated to other areas automatically. ➤ Each meeting will have an agenda, and the agenda items must be automatically numbered and in the event of an agenda item update or deletion the numbering should adjust automatically. ➤ Meeting information should include as minimum: Name of Meeting, Date of meeting, Time of Meeting, Location of meeting. ➤ Standard agenda should be available when new agendas are created, this functionality allows the copying / re-using of standard agendas and allow the user to amend where necessary. <p><u>Rating Scales</u></p> <p>No Meeting Packs = 0 Points</p> <p>Poor Meeting Packs = 1 point</p> <p>Average Meeting Packs = 2 Points</p>	10%

		<p>Good Meeting Packs = 3 Points</p> <p>Very good Meeting Packs = 4 Points</p> <p>Excellent Meeting Packs = 5 Points</p>	
3	<p>Organization Experience</p> <p>Reference Letter for Similar</p>	<ul style="list-style-type: none"> ➤ Organization should have provided similar apps in the past five years for three or more reputable private enterprise clients or in public sector ➤ Organization should show, how they will implement PoPI Act compliance or customer data protection as well as give reference to one of the existing clients where such project has been executed. Information Classification reference model for current or previous reference to be provided. <p><u>Rating Scales</u></p> <p>No Experience - No Reference = 0 Points</p> <p>No Experience + One Reference = 1 point</p> <p>2 years' Experience + Two References = 2 Points</p> <p>3 Years or more Experience and 3 or more = 3 Points</p> <p>References = 4 Points</p> <p>5 Years or more and 5 or more References = 5 Points</p>	15 %
4	Organization Credentials	<ul style="list-style-type: none"> ➤ Organization should have OEM Gold or Silver Certification or OEM Reseller letter for the proposed solution. ➤ ISO 9001 (Quality Management Certificated Organization) ➤ Two more OEM Certified / Experienced Solution Specialists ➤ On Demand Service Level (SLA) Commitment on 24/7 365 day incident and request support for the current solution ➤ Change Management and Service Management Experience and Skilled and Certified Engineers. ➤ Minimum of Five Years or More Large Private Corporate and or Public Sector IT Applications Support Experience <p><u>Rating Scales</u></p> <p>Does not comply = 0 Points</p> <p>partial compliance = 1 point</p> <p>Comply one or more points = 2 Points</p> <p>Comply two or more points = 3 Points</p> <p>Comply three or more points = 4 Points</p> <p>Comply with all above = 5 Points</p>	20%
5	Training Plan Services	<ul style="list-style-type: none"> ➤ ASA requires training services including implementation, project management, training, and deployment services from the service provider to perform the necessary initial set-up of our meeting pack solution. ➤ ASA will require the necessary training for users (Virtual). IT personnel and business power users will be identified. Bidders shall also provide user manual/guide. ➤ Ability to accommodate 10+ Users for Onsite training facility if when required within Gauteng region closer to AGREEMENT Offices ➤ OEM Certified Trainer or have training experience three (3) or more years <p><u>Rating Scales</u></p> <p>No Training Services = 0 Points</p> <p>Poor Training Services = 1 point</p> <p>Average Training Services = 2 Points</p>	5%

		<p>Good Training Services = 3 Points</p> <p>Very good Training Services = 4 Points</p> <p>Excellent Training Services = 5 Points</p>	
6	Data Migration and Storage	<ul style="list-style-type: none"> ➤ Current meeting packs are located on a folder in the ASA network and must be accessible to the administrators. The appointed service provider shall handle the migration of data and meeting packs from these current platforms to the new solution with BCM and Data Security & Compliance (PoPI ACT). ➤ The bidder shall migrate to the new solution all meeting packs in the current year and the years before. <p>Rating Scales</p> <p>No Data Migration = 0 Points</p> <p>Data Migration = 5 points</p>	10%
7	User Management	<ul style="list-style-type: none"> ➤ The solution must integrate into Microsoft/Azure Active Directory for user authentication. Service Providers must describe how the solution will integrate into Microsoft Active Directory/Azure AD for user authentications and credentials management and ensure best configuration for Office 365 Information Protection using Azure Rights Management. <p>No User Management = 0 Points</p> <p>User Management = 5 points</p>	5%
8	Extensibility	<ul style="list-style-type: none"> ➤ ASA understand that not all requirements can be built into the system in advanced, and therefore the solution shall allow for extensions in the form of new functionality or through modification of existing functionality. The bidders must show how this requirement will be met. ➤ The infrastructure specification and sizing required for a high-performance system shall be provided for by the vendor, for up to 25% growth in user base. ➤ Digital Signature Bidder shall have three or more years' experience in implementing corporate digital signature, sign on glass, Class 3/ Class 4 Digital Signature, Digital Certificates and Similar experience. ➤ Ability to configure Advanced Reporting and Analytics in Power B.I <p>Rating Scales</p> <p>No Extensibility = 0 Points</p> <p>Poor Extensibility = 1 point</p> <p>Average Extensibility = 2 Points</p> <p>Good Extensibility = 3 Points</p> <p>Very good Extensibility = 4 Points</p> <p>Excellent Extensibility = 5 Points</p>	10 %
9	LOGISTICS SUPPORT AND MAINTANANCE	<ul style="list-style-type: none"> ➤ Reliability (The system shall perform its required functions under stated conditions for a specified period. The required reliability is 99% for all the system modules individually and collectively, excluding infrastructure availability related issues) ➤ Availability (The system must have 99% uptime, excluding hardware downtime) ➤ Microsoft Azure Monitoring or ability to integrate alerts and monitoring. ➤ Support Contract (The Contractor shall provide a Maintenance and Support Contract proposal, covering the Software Licensing or Pre-petual Product Ownership Model, Maintenance and Support for the whole system lifespan. The support contract could be for up to three (3) to five (5) years. Detailed prices of the Maintenance and Support contract shall be clearly defined. The formulae, used to determine the costs of all licensing, maintenance and support services, including annual price escalations and rate of exchange variations, if any, shall be clearly indicated. The price escalation formula, for the future licensing, maintenance and support costs, shall be predetermined and applied for the system lifespan. The price escalation formula(e) shall clearly indicate all the related variables/elements. Provide Maintenance and Support Hours breakdown and minimum rollover period. The bidder must comply with below response times: 	5%

		<ol style="list-style-type: none"> 1. Critical issues: 1 hour after logging the issue with the bidder. 2. Non-critical issues: Next business day <ul style="list-style-type: none"> ➤ Quality Assurance (Tenderers shall include, in their tenders, details of their company's quality assurance procedures and appropriate accreditations. The contracted service provider shall be responsible for ensuring that the quality of the complete solution adheres to the prescribed requirements (technical, logistical and project) ➤ ConduIt Penetration Test before handover and Show evidence of Hack Proof Solution or Similar Most Recent Independent IT Audit Report. <p><u>Rating Scales</u></p> <table border="0"> <tr> <td>No Logistics Support and Maintenance</td> <td>= 0 Points</td> </tr> <tr> <td>Poor Logistics Support and Maintenance</td> <td>= 1 point</td> </tr> <tr> <td>Average Logistics Support and Maintenance</td> <td>= 2 Points</td> </tr> <tr> <td>Good Logistics Support and Maintenance</td> <td>= 3 Points</td> </tr> <tr> <td>Very good Logistics Support and Maintenance</td> <td>= 4 Points</td> </tr> <tr> <td>Excellent Logistics Support and Maintenance</td> <td>= 5 Points</td> </tr> </table>	No Logistics Support and Maintenance	= 0 Points	Poor Logistics Support and Maintenance	= 1 point	Average Logistics Support and Maintenance	= 2 Points	Good Logistics Support and Maintenance	= 3 Points	Very good Logistics Support and Maintenance	= 4 Points	Excellent Logistics Support and Maintenance	= 5 Points	
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Very good Logistics Support and Maintenance	= 4 Points														
Excellent Logistics Support and Maintenance	= 5 Points														
10	<p>PROJECT MANAGEMENT</p> <p>DEVOPS SUPPORT</p>	<ul style="list-style-type: none"> ➤ General (The contracted service provider shall establish, implement and maintain extensive and comprehensive Project Management Plans for any product enhancement work undertaken by the service provider in line with business/ user requirements. These plans will be submitted to ASA for information and reporting purposes. The Project Management of the ad-hoc product development/ enhancement shall be the responsibility of the successful service provider. The contracted service provider shall prepare for, actively participate in, and respond to the Project Meetings, prepare, and present comprehensive reports, and produce adequate documentation as described in the following parts of this document. ➤ Progress Review Meetings (The Contracted service provider shall attend Progress Review Meetings at other mutually agreed intervals to present a Project Status Report. The regular Progress Review meetings shall be held at either the Contractors premises or at the Company's Office, or at other mutually agreed locations. ➤ Providing dev-ops support for cloud based system services, including management, maintenance and monitoring to meet the needs of the service. Providing support for application stacks across the domains. <ul style="list-style-type: none"> -Dev-OPS -Monitoring and alert systems -Security upgrades -Application scaling -Automation testing -Full-stack management (PHP, Node/JS, C#, .Net, Python, Java) -Private Cloud PaaS, AWS/Microsoft/Huawei Cloud support ➤ Documentation (The Contracted service provider shall prepare appropriate presentation material and make presentations at the Meeting to address all items required in the Progress Report.) ➤ Resumes of Key Personnel (Tenderers shall submit resumes of suitably qualified (product related) personnel that will be involved in the implementation of the system: SCRUM MASTER, PMP or Prince2 Certified Project Manager) <p><u>Rating Scales</u></p> <table border="0"> <tr> <td>No Project Management</td> <td>= 0 Points</td> </tr> <tr> <td>Poor Project Management</td> <td>= 1 point</td> </tr> <tr> <td>Average Project Management & DevOPS</td> <td>= 2 Points</td> </tr> <tr> <td>Good Project Management & DevOPS</td> <td>= 3 Points</td> </tr> <tr> <td>Very good Project Management & DevOPS</td> <td>= 4 Points</td> </tr> <tr> <td>Excellent Project Management & DevOPS</td> <td>= 5 Points</td> </tr> </table>	No Project Management	= 0 Points	Poor Project Management	= 1 point	Average Project Management & DevOPS	= 2 Points	Good Project Management & DevOPS	= 3 Points	Very good Project Management & DevOPS	= 4 Points	Excellent Project Management & DevOPS	= 5 Points	10%
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Very good Project Management & DevOPS	= 4 Points														
Excellent Project Management & DevOPS	= 5 Points														

			100%
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Technical (Functional) Assessments' minimal acceptable requirements: 80 Points

TOTAL SCORE = 100

After considering the functional criteria, a bidder is considered to have passed Stage 3 (Functional Requirements) if the TOTAL score is equal to, or greater than 80 points.

Bidders who obtain 80%, under Functionality Evaluation will be evaluated in terms of the **80/20** preference point system, where a maximum of **80** points are allocated for price and a maximum of **20** points are allocated in the respect of the level of B-BBEE Contribution of the bidder.

Costing Template

Requirement	Once-off cost including VAT	Total monthly cost for three (3) years including VAT. Include annual price escalation and foreign exchange variations, if any.
Implementation		
Support and Maintenance (provide breakdown of costs for each year)		
Product Costs for 3 years (pre-perpetual or Annual Licensing Model)		
Provide RATE CARD		
Total Cost for a period of 3 years		
RATE CARD		HOURLY RATE
Developer or Specialist Engineer		
Integration Specialist		
QA Tester		
Project Manager		
Solution Trainer		
IT Security Specialist		
Project Manager or SCRUM Master		



Stage 3: BBBEE and Cost calculation

Bidders that achieved a minimum score of 80% in Stage 3 (Presentations from the Technical criteria) will progress to this level (Stage 4) and will be evaluated in accordance with the Preferential Procurement Policy Framework method as per SBD 6.1. Based on B-BBEE contributor level score. Points will be calculated on an 80/20 method as stipulated below:

- a) The following preference point systems is applicable to all bids:
 - The 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
 - The 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- b) The value of this tender is estimated to not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 scoring system shall be applicable.
- c) If it is unclear which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply, and the lowest acceptable tender will be used to determine the applicable preference point system.
- d) Preference points for this bid shall be awarded for:
 - Price (80 or 90 as applicable); and
 - B-BBEE Status Level of Contribution (20 or 10 as applicable).
- e) A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{\min} = Rand value of lowest acceptable bid

In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

**Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!!
Failure to sign/initial any alterations or corrections made may also invalidate your tender!!
The use of any correction fluid, tape or similar products may invalidate your tender submission!!**

B-BBEE Status Level of Contributor	Number of points (90/10)	Number of points (80/20)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- f) Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit (with the exception of sector codes).
- g) For sectors not repealed nor amended, a B-BBEE status level certificate issued by an Accounting Officer as contemplated in the Close Corporation Act (CCA), or a Verification Agency accredited by South African Accreditation System (SANAS) or a Registered Auditor. Registered auditors do not need to meet the prerequisite for Independent Regulatory Board of Auditors (IRBA) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- h) Bidders who qualify as qualifying small enterprises (QSEs) in terms of the B-BBEE Act must submit a sworn affidavit or B-BBEE status level certificate as applicable.
- QSEs with at least 51% black ownership must submit a B-BBEE QSE sworn affidavit.
 - QSEs with 50% or less black ownership must submit their original and valid B-BBEE status level certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a SANAS.
- i) Bidders other than EMEs or QSEs with at least 50% black ownership must submit their original and valid B-BBEE status level certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a SANAS.
- j) Failure on the part of a bidder to complete and/or to sign this form and submit a sworn affidavit, or an original or a certified copy of a B-BBEE Verification Certificate from a SANAS together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- k) A trust, consortium or joint venture, will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.
- l) A trust, consortium or joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE status level certificate as if it were a group structure and that such a consolidated B-BBEE status level certificate is prepared for every separate bid.
- m) Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

- n) A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- o) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- p) Agrément South Africa reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference points, in any manner required by Agrément South Africa. In the event that no response is received from the issuer of the certificate after 48 hours no B-BBEE points will be allocated in the final scoring.
- q) The bidder obtaining the highest number of total points will be awarded the contract subject to complying with all the other requirements, such as, meeting the technical specifications and satisfying the due diligence audit.
- r) Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- s) Points scored will be rounded off to the nearest 2 decimal places.
- t) In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of preference points for B-BBEE.
- u) However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid will be the one scoring the highest score for functionality.
- v) Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- w) Any legal person, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal).
- x) In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority, where:
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.
- y) The Public Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be

submitted on a date after such determination by the President, you may be disqualified in terms of this Act.

5. Selection Process

The selection process shall take the following steps:

- A. Proposals will be reviewed to determine compliance with minimum requirements.
- B. Proposals will be evaluated on the technical criteria by the Bid Evaluation Committee.
- C. Bidders will also be evaluated on Price and BBBEE (refer to document SBD6.1); and
- D. A reference check may be performed by the management of ASA on bidders.

PART 4 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon:

- The bidder(s) accepting the terms and conditions contained in the general conditions of contract as the minimum terms and conditions upon which Agrément South Africa is prepared to enter into a contract with the successful bidder(s).
- The bidder submitting the general conditions of contract to Agrément South Africa together with its bid, duly signed by an authorised representative of the bidder.

4.1. Service Level Agreement

- 4.1.1 Upon award, Agrément South Africa and the successful bidder will negotiate and conclude a service level agreement regulating the specific terms and conditions applicable to the services being procured by Agrément South Africa more or less in the format of the draft service level indicators included in this tender pack.
- 4.1.24 Agrément South Africa reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Agrément South Africa or pose a risk to the organisation.
1
2

The bidder's SLA must also include the following:

- Resources that will be allocated to ASA;
- Details of inclusions and exclusions; and
- Standard turnaround times.

4.2. Special Conditions of the Bid

Agrément South Africa reserves the right:

- 4.1.3 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).

- 4.1.4 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who have not been awarded the status of the preferred bidder(s).
- 4.1.5 To accept part of a tender rather than the whole tender.
- 4.1.6 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.
- 4.1.7 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.
- 4.1.8 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.
- 4.1.9 Award to multiple bidders based either on size or geographic considerations.

5. AGRÉMENT SOUTH AFRICA REQUIRES BIDDER(S) TO DECLARE

In the bidder's technical response, bidder(s) are required to declare the following:

1. Confirm that the bidder(s) is to:
 - 5.1.1. Act honestly, fairly, and with due skill, care and diligence, in the interests of Agrément South Africa. Have
 - 5.1.2. and effectively employ the resources, procedures and appropriate technological systems for the proper performance of the services.
 - 5.1.3. Act with circumspection and treat Agrément South Africa fairly in a situation of conflicting interests.
 - 5.1.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
 - 5.1.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Agrément South Africa.
 - 5.1.6. Avoidance of fraudulent and misleading advertising, canvassing and marketing.
 - 5.1.7. To conduct their business activities with transparency and consistently uphold the interests and needs of Agrément South Africa as a client before any other consideration; and
 - 5.1.8. To ensure that any information acquired by the bidder(s) from Agrément South Africa will not be used or disclosed unless the written consent of the client has been obtained to do so.

6. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

- 6.1. Agrément South Africa reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the bidder or any other government organ or entity and whether from the Republic of South Africa or otherwise:

1. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
2. seeks any assistance, other than assistance officially provided by Agrément South Africa, from any employee, advisor or other representative of Agrément South Africa in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to Agrément South Africa.
3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Agrément South Africa's officers, directors, employees, advisors or other representatives.
4. makes or offers any gift, gratuity, anything of any value or other inducement, to any Agrément South Africa officials, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to Agrément South Africa.
5. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to Agrément South Africa.
6. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to Agrément South Africa.
7. has in the past engaged in any matter referred to above; or
8. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

7. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

1. The bidder should note that the terms of this tender will be incorporated in the proposed contract by reference and that Agrément South Africa relies upon the bidder's tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
2. It follows, therefore, that misrepresentations in a tender may give rise to service termination and a claim by Agrément South Africa against the bidder notwithstanding the conclusion of the service level agreement between Agrément South Africa and the bidder for the provision of the services in question. In the event of a conflict between the bidder's proposal and the service level agreement concluded between the parties, the service level agreement will prevail.

8. PREPARATION COSTS

The bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing Agrément South Africa, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

9. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Agrément South Africa incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Agrément South Africa harmless from any and all such costs which Agrément South Africa may incur and for any damages or losses Agrément South Africa may suffer.

10. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

a) Limitation of Liability

A bidder participates in this bid process entirely at its own risk and cost. Agrément South Africa shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

11. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Agrément South Africa reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent tax clearance certificate to Agrément South Africa or whose verification against the Central Supplier Database (CSD) proves non-compliant. Agrément South Africa further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

12. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Agrément South Africa reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13. GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

14. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all

terms and conditions of this bid. In the event that Agrément South Africa allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and Agrément South Africa will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Agrément South Africa's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by Agrément South Africa remain proprietary to Agrément South Africa and must be promptly returned to Agrément South Africa upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Agrément South Africa's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

16. AGRÉMENT SOUTH AFRICA PROPRIETARY INFORMATION

Bidder will on their bid cover letter make declaration that they did not have access to any Agrément South Africa proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

17. PENALTY CLAUSE ON COMMISSION EARNED

If it is found that commissions payable to Agrément South Africa as referred to in this document is not adhered to, penalties will be enforced as stated in the SLA.

18. AVAILABILITY OF FUNDS – ESCAPE CLAUSE

Should funds no longer be available to pay for the execution of the responsibilities of this tender (ASA 02/2021), and/or the service received from the bidder is not according to the specifications, Agrément South Africa may terminate the agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



19. BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder’s Name) will:

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of Agrément South Africa
- b) Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services.
- c) Act with circumspection and treat the Agrément South Africa fairly in a situation of conflicting interests.
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with Agrément South Africa.
- f) Avoid fraudulent and misleading advertising, canvassing and marketing.
- g) Conduct business activities with transparency and consistently uphold the interests and needs of Agrément South Africa as a client before any other consideration; and
- h) Ensure that any information acquired by the bidder(s) from Agrément South Africa will not be used or disclosed unless the written consent of the client has been obtained to do so.

.....
Name and Surname (Print)

.....
Signature

.....
Position

.....
Name of Bidder (Service Provider)

Date

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