

**TERMS OF REFERENCE FOR THE PROVISION OF OUTSOURCED
INTERNAL AUDIT SERVICES FOR THREE YEARS AT AGRÉMENT SOUTH
AFRICA.**

RFP Number	ASA 02/2023
Date of Issue	08 February 2023
Closing Date & Time	03 March 2023 @12:00pm NO LATE SUBMISSIONS WILL BE ACCEPTED
Mandatory Briefing Session	20 February 2023 at 12:00 Click here to join the meeting
Submissions	Mmosha@agrement.co.za

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1. BACKGROUND

Agrément South Africa (ASA) has been incubated and managed by the Council for Scientific and Industrial Research (CSIR) and became a Schedule 3A public entity in terms of the Public Finance Management Act (Act No. 1 of 1999) on 01 April 2017.

ASA is tasked with testing, performance and certification of construction industry products and methodologies to ensure the quality and durability of such products on behalf of the Department of Public Works. ASA's mission is to promote the government's economic development objectives, good governance and raising living standards and prosperity in South Africa. 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 policymakers in minimising the risk associated with the use of non-standard construction-related products or systems; 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.

Agrément South Africa seeks the services of a service provider to provide internal audit services for three years. For the first year of the three year term, the service provider will be expected to also provide Chief Audit Executive responsibilities to oversee the current co-sourced service provider and then complete outsourced services for the subsequent two years. The service provider must ensure that the ASA obtains a value-added service from their service for three years, commencing in 2023/2024 to 2025/2026, subject to acceptable performance levels by the appointed service provider.

2. INTERNAL AUDIT ROLES AND OBJECTIVES

An internal Audit is an independent, objective assurance and consulting activity designed to add value and improve an organisation's operations. The objective of the Internal Audit is to assist in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of risk management, controls, and governance processes. The primary role of the Internal Audit Function is to assist management in effectively discharging their responsibilities, furnishing them with analysis, appraisals, recommendations, and information concerning ASA activities that were reviewed.

3. SCOPE OF WORK

The internal audit work will be done at ASA offices in Hatfield, Pretoria. The successful service provider will be required to perform the internal audit services in line with the signed Service Level Agreement.

4. EXPECTED OUTCOMES AND DELIVERABLES

All audit work must be done per ASA's Internal Audit Methodology and the approved Internal Audit Charter. Both governance documents will be included in the Service Level Agreement.

All procedural documentation and working papers must be submitted and made available to ASA, even after the expiry of the appointment in line with the national archives Act. The working documents remain the property of ASA. They shall, after every assignment, be handed over to ASA as evidence of review by a person in the capacity of Partner/Director. The bidder(s) must formally make available, on request by ASA, all working papers, data, documents, reports and evidence collected or prepared during the planning, execution and reporting of an internal audit assignment, including electronic copies.

The successful service provider shall ensure that all work conforms to the International Standards for the Professional Practice of Internal Auditing. In addition, the result of the internal audit function will be subjected to internal and external quality assurance reviews as necessary.

The Internal Auditor is expected:

- To review, appraise and report on the system of internal controls throughout ASA.
- To update the three-year strategic internal audit plan (2023/24, -2024/25 & 2025/26), based on an assessment of the critical risk areas in ASA and covering current operations, operations planned in the Annual Performance Plan and the Risk Management Strategy of ASA.
- To prepare a detailed Internal Audit Plan for the first year of the rolling plan (2023/24 financial year), to be presented to management and the Audit and Risk Committee, together with the fee estimate for the work to be undertaken.
- To prepare an annual Internal Audit Plan based on assessing key risk areas, considering the current and future operations, approved annual budgets and plans.
- Oversee the work of the co-sourced service provider until the end of the term of that service level agreement.
- To execute the approved audit plans. To provide a detailed scope of the work to be undertaken in each area of the operation as indicated in the annual plan for Internal Audit.

- To report to the Audit and Risk Committee every quarter on the performance against the plan and areas of concern. Management comments must always be obtained on areas of concern before the report is presented to the Audit and Risk Committee. The reports shall be discussed with the Chief Executive Officer after the management comments have been received and before being tabled at the Audit and Risk Committee.
- To work proactively with management to contribute to the success of ASA without losing the required independence.
- To review the Internal Audit Charter annually.

In summary, the work will involve the drafting the audit plan, planning, execution and reporting on the audit engagements in the approved internal audit plan over the three years, as well as oversee the work of the co-sourced service provider in the first year

5. PRICE

A cost estimate for the contract period, including total cost per year, must be quoted at an all-inclusive average rate per annum, including resources requiring specialised expertise to be utilised over the three years.

The fees must also be based on the resources to be deployed in ASA. Provision may be made for placing an internal auditor/s at ASA offices.

The fees should be based on an estimated 2 200 hours per annum for the 3-year contract.

ASA's Audit and Risk Committee typically meets four (4) times per annum, with additional special meetings.

Prices quoted must be valid for at least 120 (Hundred and Twenty) days from the closing of the tender.

Proposal must include the information required in this paragraph to be considered.

No advance payment will be made unless otherwise agreed upon by ASA and the successful bidder.

THE TOTAL BID PRICE MUST BE WRITTEN IN THE SBD3.1 FORM TOGETHER WITH THE FOLLOWING INFORMATION

- Price validity period
- Duration of the contract written in the space provided in the SBD 3.1 form.
- All prices must be inclusive of VAT.
- Note: Service providers will be responsible for all costs, e.g., transportation and other disbursements for ALL activities/ meetings associated with this quote

6. STAFFING REQUIREMENTS

6.1 ASA requires the team provided by the bidder to be in the following composition:

- i) Chief Audit Executive (Partner/Director)
- ii) Audit Manager
- iii) Audit Supervisor
- iv) Internal Auditors (At least two years of experience in the field, not graduates)

7. TIMING OF ASSIGNMENTS

All audits will be carried out according to the Internal Audit Plan and agreed-on timelines per the individual scope letters. Other assignments will be carried out as agreed with management.

8. QUALITY ASSURANCE REVIEW OF WORK DONE.

The service provider shall ensure that all work conforms to the International Standards for the Professional Practice of Internal Auditing (SPPIA). Such assignment shall further be subject to an external quality assurance review may be considered, and internal quality assurance will be conducted.

9. INDEPENDENCE AND OBJECTIVITY OF AUDIT STAFF

In carrying out the work, the service provider must ensure their staff maintains their objectivity by remaining independent of the audit activities they perform. The service provider shall:

- 9.1. Have no executive or managerial powers, functions or duties except those relating to this Project.
- 9.2. Not be involved in the day-to-day operations of ASA; and
- 9.3. Not be responsible for the detailed development or implementation of new systems and procedures.

9.4. Sign declaration of independence, objectivity, and confidentiality.

10. MONITORING THE PROGRESS OF ASSIGNMENTS

The service provider will report functionally to the Audit and Risk Committee, administratively to the Chief Executive Officer or delegated officials, and submit regular progress reports for work conducted on behalf of ASA at agreed intervals.

11. FRAUD AND IRREGULARITIES

Internal Auditors should have sufficient knowledge of fraud to identify indicators that fraud may have occurred. If adequate control weaknesses are detected, additional tests conducted by Internal Auditors should include tests for other fraud indicators. In planning and conducting its work, the successful service provider should seek to identify serious irregularities which might result in possible fraud any such irregularities must be reported immediately to the Chief Executive Officer and the Audit and Risk Committee without disclosing these to any other staff.

12. CONTINUITY AND PROFILE OF SUPERVISORY STAFF ON PROJECTS

12.1 A staff member at Management Level shall supervise all audit assignments. The service provider must guarantee the presence of the senior in charge of fieldwork throughout the contract unless agreed otherwise with the Chief Executive Officer.

12.2 If the audit manager and audit supervisor have to leave the project, a period of at least a month's notice is required in which the senior must work parallel with the next person appointed to be able to transfer skills and knowledge. The replacement resource shall possess equivalent qualifications, expertise and experience as the incumbent.

13. CONTENTS OF PROPOSALS (MANDATORY REQUIREMENTS) (STAGE 1)

Proposals must also include, amongst other things:

DOCUMENTS TO BE SUBMITTED			
No.		Please note: the items marked with an (X) are mandatory requirements And failure to meet the requirements may result in your bid being disqualified.	Yes/No
1.	X	SBD 1 Invitation to bid, which must be completed and signed.	
2.	X	SBD 3.1 Pricing Schedule SBD 4 Declaration of interest must be completed and signed.	
3.	X	SBD 6.1 Preference claim form must be completed and signed regardless of whether points are claimed or not.	
4.	x	The service provider must be registered on CSD.	
5.	x	A description of your firm's internal audit methodology and risk assessment process (in line with the IIA standards).	
6.	X	Provide individual proof of membership with the Institute of Internal Auditors (IIA) for each of the proposed personnel. Registration with The Information Systems Audit and Control Association (ISACA) is required for individuals responsible for IT audits. Any other valid membership held with different similar or equivalent institutes applicable to each category would be an added advantage.	
		Please provide a copy of the applicable letter/certificate from the applicable Institutes confirming the validity of membership. Confirmation must be provided for ALL proposed resources per category.	
9.	X	The Engagement Manager must have a minimum of five (5) years management experience as well as conducting internal audits in the field listed in the categories the bidder is bidding for. Please provide a resumé detailing the required minimum experience of proposed Engagement Senior Manager or Manager.	

10.	X	Provide academic and professional qualifications of all key personnel, experience of the key personnel to be assigned to ASA as well as relevant training or courses undertaken and planned training over the term of the contract.	
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NOTE: FAILURE TO MEET ANY OF THE MANDATORY REQUIREMENTS ABOVE WILL LEAD THE BIDDER TO BE DISQUALIFIED.

14. APPOINTMENT, COMMENCEMENT AND DURATION

14.1 The prospective contractors are expected to be available for commencing the project from the date of last party's signing of the agreement. The duration of the contract is three years from the date of appointment.

14.2 The parties shall, upon the appointment of service providers, sign a service-level agreement to govern their relationship.

14.3 All work must be completed within each financial year for the duration of the contract as per the approved Internal Audit Plan.

15. SPECIAL CONDITIONS

15.1 The bidder must provide assurance/guarantee to the integrity and safekeeping of the information (that it will not be amended/corrupted/distributed/permanently stored/copied by the service provider) for the duration of the contract and after that.

15.2 ASA reserves the right to negotiate with the successful bidder on price.

15.3 The service provider must ensure that their work is confined to the scope as defined.

15.4 The successful bidder will be required to oversee the work of the co-sourced internal auditor as Chief Audit Executive for the first year of this term of service.

15.5 Travel between the bidder's home and place of work to ASA and vice versa will not be for the account of ASA, including any other disbursements.

15.6 Government Procurement General Conditions of contract (GCC) issued by the National Treasury will apply in all instances. The general conditions are available on the National Treasury website (www.treasury.gov.za)

15.7 No advance payment will be made. Payment would be made regarding the deliverables agreed upon by ASA and the successful bidder.

15.8 The successful bidder must comply with ASA's policies and procedures (e.g., IT policies, code of conduct etc.) and maintain a high level of confidentiality of information.

15.9 ASA will own all working papers generated during audit or ad hoc consulting work.

15.10 The successful bidder must ensure that the information provided by ASA during the contract period is not transferred/copied/corrupted/amended in whole or in part by or on behalf of another party.

15.11 Further, the successful bidder may not keep the provided information by storing/copying/transferring such information internally or to another party in whole or part relating to companies and/or close corporations.

15.12 All information, documents, programs and reports must be confidential. It may only be made available to an authorised person or institution with the written consent of the Chief Executive Officer or their delegate.

15.13 The service provider will therefore be required to sign a declaration of confidentiality with ASA. At the end of the contract period or termination of the contract, all information provided by ASA will become the property of ASA, and the service provider may not keep any copy/store/reproduce/ sell/ distribute the whole or any part of the information provided by ASA unless authorised in terms of the declaration of secrecy.

15.14 The service provider will be required to sign a service-level agreement with ASA before the commencement of the contract.

15.15 As the commencement of this contract is of critical importance, the prospective contractor must be available immediately. Failing to commence with this contract directly from the date of notification by ASA could invalidate the prospective service provider's proposal.

15.16 Prospective bidder contracted must be able to ensure continuity of staff on the project. When a team member assigned to the project leaves the organisation, it is incumbent upon the Director to ensure the timely replacement of that team member with equal or better skills in consultation with the Chief Executive Officer.

15.17 ASA will not be held responsible for any costs incurred by the service provider in the preparation and submission of the Bid.

15.18 The service provider will be responsible for ensuring proper supervision of their staff. Proposals must be signed by a person authorised to do so.

15.19 The Bid will be handled electronically and submitted to mmosha@agrement.co.za. The email submission contains the technical submission, bid documentation, mandatory requirements, and pricing elements.

15.20 ASA reserves the right not to award the contract to any bidder.

15.21 Prospective bidders must address all the functionality criteria to allow evaluation of the bidder's capability.

16. **STAGE 2: FUNCTIONALITY IN TERMS OF THE SET TECHNICAL EVALUATION CRITERIA**

The following values will be applicable when evaluating the bid.

Evaluation Criteria - Phase 2(A) Internal Audit Services			
Take note: A bidder who obtains less than 80 points in the functionality phase shall be excluded from the next phase (Phase 2(B) of evaluation)			
PHASE 2 (A)			
The functional evaluation will be rated out of 100 points and will be determined as follows:			
Experience with the firm in similar assignments (30 points)			
Brief company profile and display of internal audit experience with a minimum of 5 years in the field, with at least three years in schedule 3A public entities.			
20 points	15 points	10 points	0 points
List of previous clients and details of services rendered provided; Schedule 3A entities experience of > 5 years; Experience in internal audit > eight years.	List of previous clients and details of services rendered provided; Schedule 3A entities experience of > 4 years; Experience in internal audit of 6-7 years.	List of previous clients and details of services rendered provided; Schedule 3A entities experience of = 3 years; Experience in internal audit = five years.	No list of previous clients and details of services rendered provided; Schedule 3A entities experience of < 3 years; Experience in internal audit < 5 years.
Provide a minimum of five (5) contactable references where similar assignments were undertaken. Information required must include the following;			
<ul style="list-style-type: none"> • Client name • Project manager name • Contact details • Full project cost 			
10 points	5 points	0 points	
More than five contactable references	5 contactable references	Less than 5 contactable references	
<i>ASA reserves the right to verify the validity of the document submitted.</i>			
The expertise of the Team (40 points)			
Proposals should indicate whether or not bid participants have the internal capacity to meet the requirements of the terms of reference. The bidder(s) must indicate the experience of the proposed team to suit ASA's needs.			
Provide CVs and skills matrix of the team (replacements must be professionals of the same expertise and experience IIA qualifications framework)			

Information required must include the following:

- Educational background
- Relevant qualifications (provide certified copies of qualifications)
- Detailed experience, including but not limited to the following
 - IT auditing;
 - Auditing of predetermined objectives,
 - Forensics
 - Compliance and regulatory auditing
- List of relevant training attended (continuing professional development- CPD) in the last two years and proposed training over the term of the contract

40 points	30 points	20 points	10 points	0 points
The qualifications, experience and competencies of the team far exceed the requirements Essential resources have 15+ years of experience, relevant professional certification and postgraduate qualification, 80 hours of CPD in the last two years	The qualifications, experience and competencies of the team exceed the requirements. Essential resources have 9-14 years of experience, postgraduate qualifications, 80 hours of CPD in the last two years	Qualifications, experience and competencies meet the requirements. Essential resources have eight years of experience, three years' degree, professional certification, 60 hours of CPD over the last two years	Qualifications, experience and competencies are below the requirements Essential resources have 0-7 years experience, academic qualifications less than a degree, less than 60 hours of CPD in the last two years	Little or No evidence of qualifications and competencies

Methodology and Approach (30 points)

Proposed audit methodology (20 points) and indicate how it conforms to the IIA Standards and scope of work:

15 points	10 points	5 points	0 points
Detailed information included, including strategy and plan	Basic information provided	Minimum information provided	No information provided

Provide details of evidence and approach of how the service provider will ensure conformance to the IIA Standards:

10 points	5 points	0 points

	Detailed information, including previous quality assessments provided	Basic information provided	Minimum information provided	
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Bidders who score 80 points and more in Phase 2(A) will be considered for the next phase, Phase 2(B)

Evaluation Criteria - Phase 2(B) Internal Audit Services		
Preference Points 100		
Take note: A bidder who obtains less than 70 points in this functionality phase shall be excluded from the next phase, Phase 3, of evaluation.		
PHASE (2B) PRESENTATION		
Presentation (80 points)		
The prospective service provider must provide a presentation by the scope of the work that demonstrates how their services will provide value to ASA, according to the following criteria:		
<ul style="list-style-type: none"> • Leadership (20 points) – bidders must demonstrate how their experience will deliver value • Relationship Management (20 points) – bidders must demonstrate how this will be managed • Communication (15 points) – bidders must demonstrate how they will communicate with Management and the Audit and Risk Committee • Governance (15 points) – bidders must demonstrate how they will track performance, continuous improvement, client satisfaction, and staff retention 		
<ul style="list-style-type: none"> • Methodology, Approach, and Technical skill of critical resources dedicated to ASA (10 points) – bidders must demonstrate how team knowledge and experience will deliver value, a summary of challenges previously experienced and resolution, audit methodology and approach 		
Past performance of the bidder (20 points)		
Proof from contactable references indicating similar work successfully executed		
20 points	10 points	0 points
Five references and the successful execution of internal audit services	3-5 contacts with the successful execution of internal audit services	0-2 references with the successful execution of internal audit services

Technical (Functional) Assessments’ minimal acceptable requirements:

TOTAL SCORE = 100

After considering the functional criteria, a bidder is deemed to have passed Stage 2 (Functional Requirements) if the TOTAL score is equal to or greater than 70 points.

Evaluation Phases:

The following formula will be used to convert the points scored against the weight:

$$Ps = \frac{So}{Ms} \times 100$$

Where:

Ps = Percentage scored for functionality by bid under consideration.

So = The total score of bids under consideration

Ms = Maximum possible score

Service providers must achieve a minimum threshold score of 70% to proceed to Phase 2.

Phase 2: Calculation of points

Please note for acquisitions below or equal to R50 Million, ASA evaluates these in terms of the 80/20 preference point system where:

80 points are allocated for price and 20 points will be awarded based on the specific goals.

Points for the price will be calculated for all shortlisted service providers in accordance with the following formula:

$$Ps = 80 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$$

Where:

Ps = Points scored for the price of the quotation under consideration

Pt = Price of the quotation under consideration

Pmin = Price of lowest acceptable quotation

Preference points for the specific goals will be allocated as follows:

NO.	SPECIFIC GOALS ALLOCATED POINTS	PREFERENCE POINTS ALLOCATION	SUPPORTING EVIDENCE TO BE SUBMITTED
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1.	SMMEs	10 points	- A B-BBEE certificate /sworn affidavit as supporting evidence
2.	>50% Black female ownership	5 points	- CSD report or, - Company registration certificate, as issued by the CIPC, clearly indicating the percentage shareholding of all owners
3.	>50% Black youth ownership	5 points	- CSD report, - Company registration certificate, as issued by the CIPC, clearly indicating the percentage shareholding of all owners, or - Identification Documentation of all owners

The final points will be calculated as follows:

CRITERIA	WEIGHTING POINTS
Price	80
Specific goal	20
TOTAL	100

ASA also reserves the right to investigate the bidder's financial position, previous contracts carried out, availability of skills or knowledge, existing workload, etc.

A recommendation for the award will then be formulated for approval by the relevant delegated authority.

17. PRICING SCHEDULE

Staff level	Rate per hour Year 1	Rate per hour Year 2	Rate per hour Year 3
Chief Audit Executive (Partner/Director)			
Audit Manager			
Audit Supervisor			
Auditor			

CONTRACT VALUE

Description	Estimated hours per annum	Amount per annum R
Year 1	2,200	
Year 2	2,200	
Year 3	2,200	
VAT		
Total amount inclusive of VAT		

Important Notes:

- I. Contract will be for a duration of 3 years.
- II. Pricing must be inclusive of VAT.
- III. **Proposals must be addressed/submitted to: Mmosha@agrement.co.za**
- IV. The closing date for submission of proposals 03 March 2023
- V. **NO LATE SUBMISSIONS WILL BE ACCEPTED**
- VI. **Submission should be made via the email address provided above.**

18. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS.**

In consideration of the fees paid, the service provider expressly assigns to ASA any copyright arising from the works the consultant produces while executing this contract. The consultant may not use, reproduce or otherwise disseminate or authorise others to use, reproduce or disseminate such works without prior consent from ASA.

19. **FINAL APPROVAL**

ASA reserves the right not to accept the lowest bid. ASA also reserves the right to reject any or all of the proposals, and/or not to appoint any service provider at all.

20. **PROCEDURE FOR SUBMISSION OF PROPOSALS**

20.1 Proposals must be submitted electronically to mmosha@agrement.co.za.

20.2 Respondents must use the RFP number as the subject reference number when submitting their bids.

20.3 All documents submitted electronically via e-mail must be clear and visible.

20.4 All proposals, documents, and late submissions after the due date will not be evaluated.

NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

21. **VALIDITY PERIOD OF PROPOSAL**

Each proposal shall be valid for a minimum period of **FOUR (4) months** calculated from the closing date.

22. **APPOINTMENT OF SERVICE PROVIDER**

22.1 The contract will be awarded to the bidder who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

22.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement, ASA reserves the right to appoint an alternative supplier.

122.3. Awarding of contracts will be announced on the National Treasury website, and no regret letters will be sent to unsuccessful bidders.

23. ENQUIRIES AND CONTACT WITH ASA.

23.1 Any enquiry regarding this RFQ shall be submitted in writing to with **RFQ No: ASA 02/2023 “The provision of outsourced internal audit services for three years at Agrément South Africa”**.

23.2 Any other contact with ASA personnel involved in this Quotation is not permitted during the RFQ process other than as required through existing service arrangements or as requested by ASA as part of the RFQ process.

24. MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFQ must be in English.

25. COST OF PROPOSAL

Tenderers are expected to fully acquaint themselves with the conditions, requirements, and specifications of this RFP before submitting proposals. Each bidder assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and participation throughout the RFP process. ASA is not responsible directly or indirectly for any costs incurred by tenderers.

26. CORRECTNESS OF RESPONSES

26.1. The bidder must confirm satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP. The prices and rates quoted must cover all obligations under any resulting contract.

26.2. The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

27. VERIFICATION OF DOCUMENTS

27.1 Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. ASA will accept no liability concerning anything arising from the fact that pages are missing or duplicated.

27.2 Only one electronic copy of the proposal must be submitted via email to MMosha@agrement.co.za. If the bidder sends more than one proposal, the first submission shall take precedence should it not have been recalled/withdrawn in writing by the bidder.

28. ADDITIONAL TERMS AND CONDITIONS

- 28.1 A tenderer shall not assume that information and/or documents supplied to ASA, at any time prior to this request, are still available to ASA, and shall consequently not make any reference to such information document in its response to this request.
- 28.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.
- 28.3 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.
- 28.4 Failure to comply with any of the terms and conditions as set out in this document will invalidate the proposal.

29. ASA RESERVES THE RIGHT TO

- 29.1 Extend the closing date.
- 29.2 Verify any information contained in a proposal.
- 29.3 Request documentary proof regarding any tendering issue.
- 29.4 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal).
- 29.5 Award this RFP as a whole or in part.
- 29.6 Cancel or withdraw this RFP as a whole or in part.

30. DISCLAIMER

This document is only a RFP is a request for proposals only and not an offer document. Answers to this RFQ must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of this proposal, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ. ASA makes no representation, warranty, assurance, guarantee or endorsements to tenderer concerning the RFQ, whether with regard to its accuracy, completeness or otherwise and ASA shall have no liability towards the tenderer or any other party in connection therewith.