

REFERENCE: ASA 02/2018

CLOSING DATE: 2 APRIL 2018

ENQUIRIES:

TECHNICAL SPECIFICATIONS:

Contact Person: Inge Vieira

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ADMINISTRATIVE SPECIFICATIONS:

Contact Person: Khathu Madzivha

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E-mail address: kmadzivha@csir.co.za

Sir/Madam

TENDER ASA 02/2018

SUPPLY AND INSTALL OFFICE FURNITURE FOR AGRÉMENT SOUTH AFRICA

Kindly furnish Agrément South Africa with a tender for the supply of services as per attached documents.

The conditions contained in Agrément South Africa's policy documents and all other conditions stated in this tender, will apply to your submission.

This tender, as formulated, contains relevant Agrément South Africa's tender documents/forms that must be completed.

A COMPULSARY BID BRIEFING SESSION WILL BE CONDUCTED AT 10:00 ON 14 MARCH 2018 AT THE FOLLOWING ADDRESS:

**CSIR CAMPUS
1 MEIRING NAUDE STREET
BUILDING 2A
BRUMMERIA
PRETORIA**

Kindly tender by completing the relevant forms and deposit the tender in the tender box at Agrément South Africa's address as specified on page 3 before the closing date and time.

Agrément South Africa takes no responsibility for any late tenders, whatever the reason may be.

Yours sincerely,

Inge Vieira
Chief Financial Officer

BID NUMBER: ASA 02/2018

**APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL OFFICE FURNITURE FOR
AGRÉMENT SOUTH AFRICA**

CLOSING DATE: 2 APRIL 2018

CLOSING TIME: 16:30

YOU ARE HEREBY INVITED TO TENDER TO AGRÉMENT SOUTH AFRICA.

THIS TENDER MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART OF YOUR TENDER SUBMISSION - DO NOT RETYPE OR SUBSTITUTE IN ANY OTHER FORM.

ALL TENDER FORMS (PAGE 2 THROUGH TO PAGE 39) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. FORMS WITH PHOTOCOPIED SIGNATURES/INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED!

SUBMIT THE TENDER IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF NECESSITATED AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER (ASA 02/2018) ON THE ENVELOPE/CONTAINER.

SERVICE PROVIDERS SHOULD ENSURE THAT TENDERS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. TENDER DOCUMENTS MUST ONLY BE DEPOSITED IN THE TENDER BOX (ES) WHICH ARE IDENTIFIED AS TENDER BOX (ES) OF AGRÉMENT SOUTH AFRICA.

TENDER DOCUMENTS MUST BE SUBMITTED IN THE TENDER BOX SITUATED AT, BY NOT LATER THAN THE CLOSING DATE AND TIME:

CSIR CAMPUS

1 MEIRING NAUDE STREET

BUILDING 2A

BRUMMERIA

PRETORIA

THE TENDER BOX WILL BE OPEN DURING OFFICE HOURS.

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CONTENTS OF THIS PAGE NOTED:

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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!!

TENDERS SUBMITTED IN INCORRECT TENDER BOX (ES) OF AGRÉMENT SOUTH AFRICA, AND NOT IN THE BOX STIPULATED ABOVE WILL NOT BE CONSIDERED.

TENDERS RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION.

TENDERS SUBMITTED BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS E-MAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

AGRÉMENT SOUTH AFRICA WILL PUBLISH THE AWARD OF THIS TENDER IN THE GOVERNMENT TENDER BULLETIN AND APPLICABLE MEDIA AS REQUIRED. SERVICE PROVIDERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL NOTICES TO SUCCESSFUL OR UNSUCCESSFUL SUPPLIERS WILL BE ISSUED.

SUCCESSFUL TENDERERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT, AND/OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS NECESSARY.

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BACKGROUND

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 22 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.

GENERAL TENDER CONDITIONS

1. These conditions form part of the tender and failure to comply with these may invalidate a tender.
2. The following definitions shall apply:
 - 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance, fund contributions and skills development levies;

- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
- 2.3 “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;
- 2.4 “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;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act No. 53 of 2003;
- 2.6 “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;
- 2.7 “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;
- 2.8 “contract” means the agreement (including a service level agreement) that results from the acceptance of a bid by Agrément South Africa;
- 2.9 “EME” means any enterprise with an annual total revenue that is less than the prescribed threshold value;
- 2.10 “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;
- 2.11 “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;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;

- 2.14 “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;
- 2.15 “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;
- 2.16 “Service Provider or Supplier” (used interchangeably) means any individual or entity that has the potential to be contracted by Agrément South Africa to render goods/services;
- 2.17 “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’;
- 2.18 “total revenue” bears the same meaning assigned to this expression 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 and promulgated in the Government Gazette on 9 February 2007;
- 2.19 “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 person.
3. The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.
4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used.
5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.
6. Tenders must not be qualified by the service provider’s own conditions of tender. Failure to comply with this requirement shall invalidate the tender.

7. Failure on the part of the service provider to sign/initial all applicable pages of this tender form and thus to acknowledge and accept the conditions in writing shall invalidate the tender submission.
8. Failure on the part of the service provider to complete the attached forms, questionnaires and specifications' document in all respects shall invalidate the tender submission.
9. All changes/alterations in the tender document should be signed/initialled. Failure on the part of the service provider to sign/initial any alterations and/or corrections made to information provided in this tender form may invalidate the tender.
10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document may invalidate your tender submission.
11. Any changes/alterations to pricing that are not signed/initialled are considered material, and shall invalidate the tender submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the tender submission.
12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.
13. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the tender submission.
14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes.
15. Tender prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.
16. National Treasury has placed an obligation on all service providers that intend doing business with government to register on its Central Supplier Database (CSD). Agrément South Africa will not contract any service provider that is not registered on the CSD.
17. It is an absolute requirement that the tax affairs of the successful service provider must be in order.
18. Your entity's tax compliance status is indicated in the CSD. Agrément South Africa will only contract service providers whose tax status is compliant. This means that if you were tax compliant during the bidding phase but become non-compliant before the adjudication is

completed, your bid will be disqualified. It remains your responsibility to ensure that your taxes are in order, remain in order and that this is reflected on the CSD. You must also ensure that all sub-contractors (if applicable) are tax compliant.

19. Firm tender prices and delivery periods are preferred. Consequently, service providers must clearly state whether prices and delivery periods will remain firm for the duration of the contract or not.
20. When the contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:
 - 20.1. customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or
 - 20.2. any such duty, levy or tax is legally changed or abolished; and
 - 20.3. the onus of proof of the effect of such events shall lie with the service provider.
21. If non-firm prices are tendered, the following rules shall apply:
 - 21.1. In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.
 - 21.2. Where the service provider is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.
 - 21.3. As an alternative, the service provider may specify a formula in the tender submission, on the form provided for this purpose, for the purpose of adjusting prices in accordance with published indices.
 - 21.4. Where the service provider is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the service provider in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the service provider shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.

22. Where prices are subject to exchange rate fluctuations, service providers must take that factor into account when tendering and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the tender submission.
23. Discounts offered by any service provider as part of their tender submission may be considered by Agrément South Africa at its sole discretion in the tender adjudication process.
24. The technical tender specifications form an integral part of the tender document and service providers shall indicate in the space/s provided whether the specific services offered are according to specification or not.
25. In cases where the services offered are not according to specification, the deviations from the specifications shall be indicated. Specifications may not, however, be changed in the tender forms provided as that shall invalidate a tender submission.
26. Unless specifically provided for in the tender document, no tenders transmitted by facsimile or email will be considered.
27. Service providers are requested to promote local content as far as possible.
28. A service level agreement (SLA/contract) may be entered into with the successful service provider.
29. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful service provider.
30. Any service provider found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.
31. In accordance with Agrément South Africa's policy, Agrément South Africa reserves the right to procure goods/services outside of the contract if, inter alia, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.
32. Agrément South Africa reserves the right to negotiate the extension of the contract at its sole discretion.
33. Agrément South Africa may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful service provider if and when relevant.

34. Tender submissions received by Agrément South Africa and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to specific bids are not available for perusal by the public.
35. All information supplied by Agrément South Africa will be in the strictest confidence and will remain the proprietary information of Agrément South Africa. No service provider will be permitted to disclose any such information to any third party without the prior express written authority and/or consent of Agrément South Africa.
36. Should the service provider fail to comply with any of the conditions of the contract, Agrément South Africa shall be entitled, without prejudice to any of its other rights, to:
 - 36.1. arrange for the execution of the service/s not rendered or not in conformity with the specifications of the contract; and
 - 36.2. recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct; or
 - 36.3. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.
37. All acquisitions for goods/services made by Agrément South Africa are subject to the following conditions:
 - 37.1 No variations from the terms and conditions herein contained, and no contrary stipulation by the service provider shall be valid and binding unless confirmed by Agrément South Africa in writing.
 - 37.2 Agrément South Africa reserves the right to cancel any order if delivery is not made in due time and the service provider will not be entitled to any cancellation fees.
 - 37.3 Part deliveries will only be accepted on prior arrangement with Agrément South Africa.
 - 37.4 If delivery is not met as per agreement, Agrément South Africa reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the service provider's conduct.
 - 37.5 No price adjustments shall be accepted unless stipulated in the tender document received. The service provider will be obliged to sell at tendered prices.
 - 37.6 Agrément South Africa shall not be responsible for any risk in relation to the goods before delivery.
 - 37.7 Agrément South Africa shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.

- 37.8 Agrément South Africa shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the service provider.
- 37.9 The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to Agrément South Africa. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.
- 37.10 Detail provided on invoices issued to Agrément South Africa must correspond to the detail of the service provider as registered on the CSD. It remains the service provider's responsibility to ensure that details are correct to enable Agrément South Africa to effect any payments due to the service provider.
- 37.11 Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of Agrément South Africa's account in your book. Every effort shall be made to take advantage of special discounts.
38. No damages shall be claimable by Agrément South Africa in respect of any reasonable period of delay which the service provider can prove to the satisfaction of Agrément South Africa to be directly due to unforeseen events and/or any force majeure.
39. If the execution of any contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in writing to the Procurement and Asset Management Department, and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.
40. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.
41. Service providers may, at the discretion of Agrément South Africa, be requested to submit samples, make presentations and/or written submissions in order for Agrément South Africa to assess compliance with tender conditions and specifications.
42. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2017. These regulations require service providers to submit valid original or certified copies of their B-BBEE Status Level Certificates from accredited verification agencies or an affidavit as applicable.
43. The following preference point systems is applicable to all bids:

- 43.1 the 80/20 system for requirements with a Rand value of up to R50,000,000 (all applicable taxes included); and
- 43.2 the 90/10 system for requirements with a Rand value above R50,000,000 (all applicable taxes included).
- 44. 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.
- 45. 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.
- 46. Preference points for this bid shall be awarded for:
 - 46.1 Price (80 or 90 as applicable); and
 - 46.2 B-BBEE Status Level of Contribution (20 or 10 as applicable).
- 47. 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

48. 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:

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

49. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a sworn affidavit (with the exception of sector codes).

49.1 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.

50. 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.

50.1 QSEs with at least 51% black ownership must submit a B-BBEE QSE sworn affidavit.

50.2 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.

51. 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.

52. 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

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CONTENTS OF THIS PAGE NOTED:

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SERVICE PROVIDERS INITIALS / SIGNATURE

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- together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
53. 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.
 54. 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.
 55. 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.
 56. 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.
 57. 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.
 58. 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.
 59. 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.
 60. 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.
 61. Points scored will be rounded off to the nearest 2 decimal places.
 62. 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.

63. 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.
64. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
65. 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).
66. 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:
 - 66.1. the bidder is employed by the state; and/or
 - 66.2. 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.
67. 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.

TENDER SUBMISSION

1. This standard document must be completed by the service provider and must form part of all bids.
2. In the case of a consortium or joint venture, every member of the consortium or joint venture must complete the questionnaire.
3. In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the questionnaire.
4. Separate forms must be used in each case.
5. Failure to complete and sign/initial this document shall invalidate your bid.
6. Where the space provided is insufficient, annexes must be submitted with the relevant information.

7. False documents shall and/or the omission of information may invalidate your tender.
8. This form also serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
9. Any bid may be disregarded if the bidder or any of its directors or shareholders has:
 - 9.1 abused Agrément South Africa's supply chain management system;
 - 9.2 committed fraud or any other improper conduct in relation to such system; or
 - 9.3 failed to perform on any previous contract.
10. Prospective bidders must register on the National Treasury CSD prior to submitting their bids. Failure to register on the CSD shall invalidate your tender.
11. A bidder's tax affairs must be in order to be considered in the adjudication of this tender. A bidder's tax compliance status is reflected on the National Treasury CSD.
12. Bidder's tax compliance status shall apply as it was at the time of the award of the tender. The tender shall only be awarded to a bidder that is tax compliant. Agrément South Africa verifies tax status against the CSD. Any bid with a non-compliant tax status shall be rejected at the time of the award of the tender. Tax non-compliant bidders are, therefore, encouraged to continuously monitor their tax compliance status on the CSD and must ensure that their status reflects as tax compliant. Bidders must resolve any pending tax issues with SARS timeously as it takes time for status changes to be effected from the SARS tax compliance system (TCS) to the CSD.
13. Although not all the information requested hereunder might be relevant to the specific requirements of this tender, you are requested to complete the document with as much relevant detail as possible.
14. The information may be used during the bid evaluation process of the tender.

CERTIFICATE (SBD 1, SBD 4, SBD6.1, SBD 8, SBD9)

I, the undersigned, in submitting the accompanying bid:

TENDER: ASA 02/2018

In response to the invitation for the bid made by Agrément South Africa do hereby make the following statements that I certify to be true and complete in every respect.

I certify, on behalf of: _____ that:

1. I have read and I understand the contents of this Certificate.
2. I certify that the information furnished in this tender submission is true and correct. I accept that Agrément South Africa may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
3. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
4. I hereby tender to render all or any of the services described in the attached documents to Agrément South Africa on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.
5. I agree that:
 - 5.1 the offer herein shall remain binding upon me/us and open for acceptance by Agrément South Africa during the validity period indicated and calculated from the closing time of the tender;
 - 5.2 this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of Agrément South Africa with which I am/we are fully acquainted;
 - 5.3 I/we agree that my/our tender shall be valid for a period of 180 days; and
 - 5.4 the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our tender.
6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our

obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

7. I hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.
9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to Agrément South Africa for purposes of verifying my/our tax compliance status with SARS.
10. We have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium¹ will not be construed as collusive bidding.
11. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - 11.1 has been requested to submit a bid in response to this bid invitation;
 - 11.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 11.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
12. In particular, without limiting the generality of paragraph 10 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or

¹ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 12.6 bidding with the intention not to win the bid.
13. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 14. The terms of the accompanying bid have not been, and will not be, disclosed by us, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 15. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or the bidder may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
 16. I certify that the points claimed, based on the B-BBEE status level of contribution indicated in the tender documents, qualifies the bidder for the preference shown and I acknowledge that:
 - 16.1 The information furnished is true and correct;
 - 16.2 The preference points claimed are in accordance with the General Tender Conditions as indicated in this form; and
 - 16.3 In the event of a contract being awarded as a result of points claimed I may be required to furnish documentary proof to the satisfaction of Agrément South Africa that the claims are correct.
 17. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, Agrément South Africa may, in addition to any other remedy it may have:
 - 17.1 disqualify the person from the bidding process;
 - 17.2 recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 17.3 cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- 17.4 restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding ten (10) years, after *the audi alteram partem* (hear the other side) rule has been applied; and
- 17.5 forward the matter for criminal prosecution.
18. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.
19. It is confirmed that the required tender forms have been completed in full and signed.

.....
Name and Surname (Print)	Signature
.....
Position	Name of Bidder (Service Provider)
.....	
Date	

BID EVALUATION CRITERIA

IMPORTANT NOTICE:

The under-mentioned criteria form an integral part of the bid assessment and evaluation process that will be followed by Agrément South Africa. Please note that tenders that do not conform to the primary compliance criteria indicated in Section A will not be considered. The bid evaluation criteria below must be read together with any additional evaluation criteria that may form part of the bid specifications.

A. Acceptance or Rejection of Tender (Primary compliance verification criteria)

Legality of tender document:

Non-compliance with tender rules - The following shall lead to disqualification:

- Failure to attend a compulsory briefing session (if applicable).
- Failure to return all pages of the tender document that must be signed/initialled.
- Failure to complete tender forms in original ink.
- Failure to sign/initial all applicable pages of the tender document.
- Any changes/alterations to pricing that are not signed/initialled and/or the use of correctional fluid/tape or any similar product in respect of pricing in the tender document.
- Any changes to the tender specifications (unless formally agreed to by Agrément South Africa and recorded as such before the closure of the tender).
- Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
- Failure to register on the Central Supplier Database (CSD).
- Non-compliant tax status on the Central Supplier Database (CSD).
- Non-compliance with tender rules – In addition to (a) above, the following may lead to disqualification:
 - Failure to sign/initial any other alterations and/or corrections to the information submitted by the service provider, which Agrément South Africa may consider to be material.

Incomplete tender submission:

The following shall lead to disqualification:

- Rates and Prices – Schedules not completed as required.
- Failure to submit obligatory written proposals/explanations/samples/prototypes/certificates or similar requirements.
- In respect of subcontractors or joint ventures or consortiums, failure to complete and submit the required tender forms or to submit evidence that your tax affairs are in order.

B. Bid Evaluation (Technical criteria)

Inability to evaluate the tender:

- Incomplete Schedule of Rates and Prices.
- Prices and information not furnished as specified and/or required.
- Incomplete written proposals/submissions where required.

Service providers should note that ALL information requested in terms of the tender submission is required and may be used for tender evaluation purposes.

**GENERAL QUESTIONNAIRE TO ENSURE COMPLIANCE WITH TENDER REQUIREMENTS/
RULES/CONDITIONS/ SPECIFICATIONS**

Question	If YES, please tick*	If NO, please tick*
Are you duly authorised to sign the tender?		
Has the Declaration of Interest Questionnaire been duly completed and included with the other tender forms?		
Has the Certificate been completed and signed?		
Have separate forms been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages as well as compulsory returnable included/returned with your tender submission?		
The use of pencil to complete the tender forms will invalidate your tender. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/initialled by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your tender submission?		
Is your company (and any potential subcontractors) registered on the Central Supplier Database (CSD)? Please include a copy of your registration form in your bid submission.		
Are your tax affairs in order and reflected as being compliant on the Central Supplier Database (CSD)? As		

such, have you noted that your bid may be rejected at the time of awarding this tender if your tax status is non-compliant on the CSD?		
Has an original or certified copy of your valid B-BBEE certificate/affidavit been attached to the tender document?		
Have the General Tender Conditions been noted?		
Have the Bid Evaluation Criteria been noted?		
Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/certificates/et cetera as called for in this tender been prepared and submitted with the tender document?		

BID SPECIFICATIONS

1. Introduction

Agrément South Africa extends a call to solicit bids from suitably qualified firm to manage the supply and installation of office furniture for Agrément South Africa in relation with prevailing market rates for similar work of comparable complexity, quality and speciality.

2. Background

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 transferred to CSIR being a Schedule 3B entity with a staff compliment of 22 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.

3. Purpose

Officials of Agrément South Africa are moving to new offices and require suitable office furnishings to be procured to support the effective execution of the objectives. Agrément South Africa also expects its appointed service provider to contribute significantly to savings initiatives and to provide a high quality of service.

4. Objectives

The service provider must have an established operational office within the Republic of South Africa with the necessary infrastructure to provide office furniture and the accompanying installation of such furniture. The office furniture need to be delivered in Pretoria and for one employee in Port Elizabeth.

This document details and incorporates the tasks and responsibilities of the potential bidder required by Agrément South Africa for the provision of office furniture and accompanying installation of such furniture to Agrément South Africa. This document does not constitute an offer to do business with Agrément South Africa but merely serves as an invitation to bidder(s) to facilitate a requirements-based decision process.

5. Definitions

Office furniture means all furniture agreed in terms of the contract, to be finalised and agreed with the prospective supplier, with reference to specification to be issued at the compulsory briefing session for examples.

Local content means the requirements as per the Preferential Procurement Policy Framework Act (PPPFA) regulations which empowers the Department of Trade and Industry (the dti) to designate industries, sectors and sub-sectors for local production at a specified level of local. For reference refer to: http://www.dti.gov.za/industrial_development/ip.jsp

Repair and maintenance means any corrective action to be undertaken by the supplier to ensure the office furniture is in the original state as agreed upon in the contract awarded without any cost to Agrément South Africa as per the agreed period of installation and supply.

6. Duration of the task

The successful bidder will be released from the contract when Agrément South Africa has signed off on all items being received and installed as per specification in the contract awarded.

7. Duty Station

The firm shall not be required to be based at Agrément South Africa Offices but work closely with Agrément South Africa staff and the Finance division for the duration of the assignment.

8. Deadline

All Bid documentation which should be submitted by 2 April 2018, 16:30.

9. Scope of work

9.1 Background

9.1.1 Agrément South Africa’s primary objective in issuing this tender is to enter into agreement with a successful bidder who will achieve and comply with the following aspects:

- a) Provide Agrément South Africa with office furniture and installation services to meet the new office lay-out to be the best practical solution and will maintain a high level of quality;
- b) Achieve significant cost savings for Agrément South Africa without any degradation in the products or services;
- c) Appropriately address Agrément South Africa’s Safety, Health and Environment risk in terms of the lay-out and functions of the office furnishings proposed;
- d) Ensure there is a minimum of five (5) year warranty on all supplies;
- e) Comply with local content requirements for all supplies made.

9.2 Furniture inspection

Agrément South Africa’s retain the right to inspect proposed office furniture for quality and function as part of the bid evaluation criteria.

9.3 Evaluation criteria

9.3.1 Phase I: Evaluation in terms of 80/20 Preference Point System

9.3.1.1 In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

9.3.1.2 The following formula will be used to calculate the points for price:

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

9.3.1.3 A maximum of 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 9.3.1.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.
- 9.3.1.5 The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 9.3.1.6 Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.
- 9.3.1.7 Failure on the part of the bidder to comply with paragraphs 9.3.1.4 and 9.3.1.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 9.3.1.8 The State may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.
- 9.3.1.9 The points scored will be rounded off to the nearest 2 decimals.
- 9.3.1.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 9.3.1.11 However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.
- 9.3.1.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 9.3.1.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

10. BID SUBMISSIONS

Bid submissions must also contain the following:

10.1 Written proposal

For the purpose of adjudicating this tender, service providers are required to demonstrate their capacity and capability to effectively manage the services by submitting a comprehensive written proposal covering the relevant services must be submitted with the bid document.

10.2 Company profile

A company profile that must also indicate the years of experience in the furniture industry. The profile **MUST** also include details of all branches and locations from which the bidder operates (address and telephone numbers) if not included in the company profile.

10.3 Other documents

The following must also be submitted as part of the bid:

- a) CV – Account/business manager.
- b) Contactable references for similar supply and installation of office furniture.

11. EVALUATION AND SELECTION CRITERIA

Agrément South Africa has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder.

11.1 The minimum standards consist of the following:

Stage 1 Primary compliance verification	Stage 2 Technical Bid Evaluation	Stage 3 Furniture inspection	Stage 4
Only bidders that comply in Stage 1 will proceed to Stage 2.	Bidders must submit/complete the documents as outlined in the bid evaluation Phase 1 <u>Phase 2:</u> Bidder(s) will be evaluated out of 80 points and are required to achieve a minimum of 70 points out of 80 points.	Bidders will be evaluated out of 20 points and are required to achieve a minimum of 10 points to qualify for further evaluation.	Scoring in terms of the provision of prevailing National Treasury Regulations.

11.2 Bid Evaluation = 80 points

Only bidders that have met the primary compliance verification in Stage 1 will be evaluated in Stage 2. All bidders are required to respond to the bid evaluation criteria.

11.3 Presentation = 20 points

A presentation will be requested from the short-listed bidders as part of the bid evaluation process in stage 3.

11.4 Functionality will be evaluated in Stage 2 and as follows:

11.4.1 Phase 1 – Bidder must qualify in phase 1 to continue to Phase 2.

11.4.2 Phase 2 - Bidders will be evaluated out of 80 points and are required to achieve a minimum threshold of 70 points out of 80 points to advance to Stage 3.

11.4.3 During stage three (3) the bidder will be evaluated out of 20 points and are required to achieve a minimum threshold of 10 points out of 20 points.

11.4.4 The overall score must be equal or above 80 points in order to proceed to Stage 4 for scoring in terms of the provision of the PPPFA.

12. GENERAL CONDITIONS OF CONTRACT

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

- a) 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).
- b) 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.

13. SERVICE LEVEL AGREEMENT

13.1 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.

13.2 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.

14. SPECIAL CONDITIONS OF THIS BID

Agrément South Africa reserves the right:

- 14.1 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).
- 14.2 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).
- 14.3 To accept part of a tender rather than the whole tender.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 Award to multiple bidders based either on size or geographic considerations.

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

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

15.1 Confirm that the bidder(s) is to:

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of Agrément South Africa;
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat 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) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g) 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
- h) 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.

16. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

16.1 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

- a) 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;

- b) 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;
- c) 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;
- d) 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;
- e) 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;
- f) 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;
- g) has in the past engaged in any matter referred to above; or
- h) 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.

17. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

17.1 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.

17.2 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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).

28. AVAILABILITY OF FUNDS – ESCAPE CLAUSE

Should funds no longer be available to pay for the execution of the responsibilities of this bid (ASA 02/2018), and/or the service received from the supplier 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.