

REQUEST FOR QUOTATIONS (RFQ)

**PROVISION OF OUTSOURCED PROCUREMENT MANAGER SERVICES FOR A PERIOD OF TWELVE (12)
MONTHS**

RFQ Number	ASA 23/01/2024
Date of Issue	29 January 2024
Closing Date & Time	12 February 2024 @12:00pm
Submissions	procurement@agreement.co.za

Technical inquiries may be directed to:

Procurement@agreement.co.za

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1. BACKGROUND

The Agrément South Africa Act was assented to by the Honourable President of the Republic of South Africa as Act No 11 of 2015 from 1 April 2017. Agrément South Africa was established as a Schedule 3A entity on 1 April 2017. 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-standardized 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 assessing and confirming fitness-for-purpose of non-standard construction-related products or systems.

2. INVITATION FOR PROPOSALS

ASA hereby seeks to appoint an experienced and reputable service provider to provide the services of an outsourced Procurement Manager for 12 months.

3. SPECIFICATIONS

3.1 Requirements

The outsourced Procurement Manager will be reporting to the Chief Financial Officer and have the following duties:

- Providing operational leadership and direction to the supply chain management department.
- Ensure compliance with legislation (PFMA, PPPFA, National Treasury Regulations, Circulars and Practice notes).
- Implement appropriate sourcing relationships that secure cost and value advantage at both operational and organisational levels.
- Facilitate procurement throughout the organisation.
- Monitor compliance of service providers on the CSD.

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- Assist in managing procurement activities throughout the organisation to ensure that activities are conducted and provided fairly, equitably, transparently, cost-effectively, and efficiently.
- Monitor processes to enable invoices to be paid within 30 days
- Update Contracts and the service level delivery of the SCM operations.
- Ensure monthly Supply Chain Management reports are compiled and submitted timeously
- Craft RFQs, RFPs, and SLAs for submission and approval.
- Managing all activities about requests, proposals and bids
- Providing administrative support advice to Bid Committees
- Assist in developing and improving /updating systems, policies and procedures with respect to Supply Chain Management
- Assist with ensuring compliance with the relevant legislation, policies, procedures and internal controls (risk management).
- Liaising with Internal and External Auditors to ensure institutional accountability on Supply Chain Management matters
- Giving guidance and training on Supply Chain Management requirements
- Reporting on the general effectiveness of the implementation of Supply Chain Management
- Prepare all documents for submission and approval to ensure that SCM operations are up to date.
- Any other ad-hoc duties from the Chief Financial Officer

3.2 Requirements

- The proposed resource must hold an appropriate and recognised qualification in Finance/Commerce or Supply Chain Management at NQF Level 7.
- A minimum of 5 years of experience in executing similar projects
- The proposed resource must have extensive knowledge of PFMA, PPPFA, and other relevant treasury regulations, and supply chain management policies and procedures are prerequisites.
- The proposed resource must possess problem-solving, time management, project management, attention to detail, and customer-oriented skills.

3.3 Contract duration

The contract will be for a period of 12 months.

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4. SUBMISSION OF PROPOSALS AND EVALUATION CRITERIA

4.1. Submission of procurement documents.

- Latest National Treasury's Central Supplier Database (CSD) report. It must be noted that no contract with a service provider will be entered if such a service provider is not registered on the CSD,
- Completed and signed standard bidding documents, **SBD 4 and 6.1 forms**.
- Signed General Conditions of Contract.
- Completed price schedule.

4.2. Evaluation

4.2.1. Phase 1: Technical Specification and Functionality Evaluation

The bids shall first be evaluated for functionality. A **minimum score of 70%** must be obtained on functionality before a proposal is considered for further evaluation. Details of the functionality scoring and how the points shall be allocated are as follows:

	Description	Weight (%)
1.	<p>References where similar work was done. The service provider must have dealt with various organisations, from large to small-scale employees.</p> <p>The Reference Letter(s) must not be older than 5 years, must be on the letterhead of the previously serviced client, and should reflect at least the name of the client, the title of the related work conducted, the year conducted and completed, contactable reference name and contact details and signed by the appropriate delegate. The Reference Letter must indicate the quality of the service rendered.</p> <ul style="list-style-type: none">• No reference letters – 0 points• 2 contactable references – 3 points• More than 2 contactable references – 5 points	20
2.	<p>Proposed Resource</p> <p>The bidder must provide short profiles of the resource, clearly highlighting skills and experience in providing similar services. The CV must demonstrate a minimum of 5 years' experience in executing a project of a similar nature and an appropriate and recognised qualification in Finance/Business Management/Commerce or Supply Chain Management at NQF Level 7.</p>	

Experience	30
<ul style="list-style-type: none"> • Less than five (5) years of experience in executing a project of a similar nature – 0 points. • Five (5) years experience in executing a project of similar nature – 3 points. • More than five (5) years' experience in executing a project of a similar nature – 5 points. 	
Qualification Bidders must attach no later than 6 months certified copies of qualifications. Uncertified qualification certificates will not be accepted and will therefore not score any points. <ul style="list-style-type: none"> • No appropriate and recognised qualification at NQL Level 7 – 0 points • An appropriate and recognized qualification in Finance/Business Management/Commerce or Supply Chain Management at NQF Level 7 – 5 points 	20
Public sector Experience The proposed resource must have public sector experience. <ul style="list-style-type: none"> • No public sector experience – 0 points • 1 – 4 years public sector experience – 3 points • 5 years and more public sector experience – 5 points 	30
TOTAL	100

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

$$Ps = \left(\frac{So}{Ms} \right) \times \text{weighting percentage for the section under consideration}$$

Where:

Ps = Percentage scored for functionality by bid under consideration

So = Total score of a bid under consideration

Ms = Maximum possible score

Service providers will be expected to achieve a minimum threshold score of **70%** in order to proceed to Phase 2.

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

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

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
1.	SMMEs	10 points	<ul style="list-style-type: none"> - A B-BBEE certificate /sworn affidavit as supporting evidence / CSD report
2.	>50% Black female ownership	5 points	<ul style="list-style-type: none"> - 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	<ul style="list-style-type: none"> - CSD report, - Company registration certificate, as issued by the CIPC, clearly indicating the percentage shareholding of all owners, or

			- Identification Documentation of all owners
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The final points will be calculated as follows:

CRITERIA	WEIGHTING POINTS
Price	80
Specific goal	20
TOTAL	100

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

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

5. PRICE SCHEDULE

Item no	Item Description	Estimated hours per month	Months	Rate	Total
01	Provision of outsourced Procurement Manager services for 12 months	160	12		
TOTAL AMOUNT (EXCL VAT)					
15% VAT					
TOTAL AMOUNT (ALL INCLUSIVE)					

6. TERMS OF CONTRACT AND SERVICE LEVEL AGREEMENT

6.1 Before the bid is awarded, the successful bidder shall be required to enter into a Service Level Agreement (SLA) with Agrément South Africa (ASA). The SLA shall form the contractual basis for

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the delivery of the service as well as how performance shall be measured. Contract extensions are at the sole discretion of ASA.

- 6.2 As the commencement of this contract is of critical importance, the prospective resource 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.
- 6.3 The prospective resource from the successful bidder will be subjected to a verification check by a verification agency. The appointment will be subject to obtaining a clear verification check.
- 6.4 Prospective bidder contracted must be able to ensure continuity of staff on the project. When a resource assigned to the project leaves the organisation, it is incumbent upon the successful bidder to ensure the timely replacement of that team member with equal or better skills in consultation with the Chief Financial Officer.

7. INDEPENDENCE, CONFIDENTIALITY AND OBJECTIVITY

- 7.1 In carrying out the services, the Service Provider must ensure that its placed resource maintains objectivity by remaining independent of the activities it executes. They will also be expected to adhere to the confidentiality requirements throughout the project and will be required to attest to this by agreeing to the confidentiality clause in the ASA SLA.
- 7.2 The bidder must be prepared to forsake any other services for the duration of the contract. The bidder is, therefore, required to declare its interest.

8. SPECIAL CONDITIONS

- 8.1 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.
- 8.2 ASA reserves the right to negotiate on price with the successful bidder.
- 8.3 The bidder must ensure that their work is confined to the scope as defined.
- 8.4 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.
- 8.5 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.

- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 The successful bidder 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.

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS.

In consideration of the fees paid, the service provider expressly assigns to ASA any copyright arising from the works they produce 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.

10. 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.

11. PROCEDURE FOR SUBMISSION OF PROPOSALS

- 11.1. All proposals must be submitted electronically to procurement@agreement.co.za .
- 11.2. Respondents must use the RFQ number as the subject reference number when submitting their bids.
- 11.3. All documents submitted electronically via e-mail must be clear and visible.
- 11.4. All proposals, documents, and late submissions after the due date will not be evaluated.

NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

12. VALIDITY PERIOD OF PROPOSAL

Each proposal shall be valid for a minimum period of **90 days**, calculated from the closing date.

13. APPOINTMENT OF SERVICE PROVIDER

- 13.1 The contract will be awarded to the bidder who scores the highest total points during the evaluation process, except where the law permits otherwise.
- 13.2 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.

14. ENQUIRIES AND CONTACT WITH ASA

- 14.1 Any enquiry regarding this RFQ shall be submitted in writing to procurement@agreement.co.za
- 14.2 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.

15. MEDIUM OF COMMUNICATION

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

16. COST OF PROPOSAL

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

17. CORRECTNESS OF RESPONSES

- 17.1 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.
- 17.2 The prices and rates quoted must cover all obligations under any resulting contract.
- 17.3 The bidder accepts that any mistakes regarding prices and calculations will be at their own risk.

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18. VERIFICATION OF DOCUMENTS

18.1 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.

18.2 Only one electronic copy of the proposal must be submitted via email to procurement@agreement.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.

19. ADDITIONAL TERMS AND CONDITIONS

19.1 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.

19.2 Copies of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

19.3 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.

19.4 Failure to comply with any of the terms and conditions as set out in this document will invalidate the proposal.

20. ASA RESERVES THE RIGHT TO

20.1 Extend the closing date.

20.2 Verify any information contained in a proposal.

20.3 Request documentary proof regarding any tendering issue.

20.4 Appoint one or more service providers, separately or jointly (whether or not they submitted a joint proposal).

20.5 Award this RFQ as a whole or in part.

20.6 Cancel or withdraw this RFQ as a whole or in part

21. DISCLAIMER

This document is only a RFQ 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,

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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.

20. POPIA (Protection of Personal Information)

All bidders agree that personal information of persons related to or linked with bidders or respondents to this request for proposals may be required to fulfil the requirements for submitting a bid. All bidders agree that the ASA may collect, keep and process such information provided that the aforesaid uses shall be for purposes of evaluating the bid submitted. Where the information is sought to be used for other purposes, further and specific consent shall be obtained.