

Terms of Reference

Request for Quotations (RFQ)

Appointment of a Panel of Legal Experts to provide legal advice and assistance to Agreement South Africa for a Period of 3 years, on an as-and-when-required basis

RFQ Number	ASA 03/07/2026
Date of Issue	16 July 2026
Closing Date & Time	27 July 2026 @12:00 pm
Submissions	procurement@agrement.co.za NO LATE SUBMISSIONS WILL BE ACCEPTED

Supply Chain Management and Technical inquiries may be directed to:

procurement@agrement.co.za

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 assure 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 minimizing 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.

2. INVITATION FOR PROPOSALS

Agrément South Africa wishes to invite applications from suitable service providers practicing as legal practitioners in terms of the Legal Practices Act, 28 of 2014, to be part of a panel for a period of three (3) years to provide legal advice and assistance to Agrément South Africa, on an as-and-when-required basis.

3. SPECIFICATIONS.

The appointed panel of service providers is expected to provide the following legal services:

1. High and Magistrates Court litigation.
2. Employment law-related litigation and service at the CCMA, Bargaining Council, or Labour Court, and internal disciplinary processes.
3. Advisory, Policies development and review, and or investigatory services in the fields of:
 - (1) Administrative Law

- (2) Competition Law
- (3) Company Law, including law related to fiduciary functions of Board and Committee members.
- (4) Contract and Commercial Law
- (5) Forensic investigations
- (6) Environmental Law

It must be noted that once the panel is constituted, the services will be assigned on a rotation basis by obtaining quotes, provided that the service providers have the required expertise when a certain service is required.

4. SKILLS, KNOWLEDGE, QUALIFICATIONS, AND EXPERIENCE

- 4.1 Service providers will be required to be admitted as a Legal Practitioner with at least 5 years post-admission experience.
- 4.2 Bidders must have a minimum of 4-5 years LLB or B-Proc qualification. Relevant postgraduate qualifications will be an added advantage. Bidders must note that the proposed legal team will be the contracted resource. A Director/Senior Manager must lead the team.

5. SUBMISSION OF PROPOSALS AND EVALUATION CRITERIA

5.1 Submission of procurement documents:

- National Treasury's Central Supplier Database (CSD) report. It must be noted that no contract with a service provider will be entered into if such a service provider is not registered on the CSD.
- Completed and signed standard bidding documents, SBD 4, and SBD 6.1 forms.
- The disclosure in the SDB 4 Form must be true and complete in every respect (Take specific note of Paragraph 2.3 of the disclosure).
- Signed General Conditions of Contract.

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5.2 Mandatory requirements:

- Minimum of three (3) contactable reference letters for similar work performed in the past five (5) years.
- Certified copy (not later than 6months) of the Fidelity Fund Certificate issued to the Legal Practitioner (Director/Partner) by the Legal Practice Council.
- Certificate of Good Standing issued to the Legal Practitioner (Director/Partner) or to the law firm. The Certificate of Good Standing must be issued by the Legal Practice Council or the relevant Law Society.
- An admission certificate (Right of Appearance) issued to a Legal Practitioner (Director/Partner) from the High Court of South Africa.
- A certified copy (not longer than 6 months) of LLB Degree or B-Proc or equivalent.
- The fields of expertise that the bidder wishes to be considered for must be specified as per the table below:

FIELD OF EXPERTISE	✓ PLEASE TICK
High and Magistrates Court litigation	
Employment law-related litigation and service at the CCMA, Bargaining Council, or Labour Court, and internal disciplinary processes.	
Advisory, Policies development and review, and or investigatory services in the fields of:	
Administrative Law	
Competition Law	
Company Law, Competition Law, including law related to fiduciary functions of Board and Committee members.	
Contract and Commercial Law	
Forensic investigations	
Environmental Law	

NB: Failure to submit any of the mandatory documents requested in section 5.2 above will result in the disqualification of the bidder.

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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:

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

Where:

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

P_t = Price of the quotation under consideration

$P_{\min}$ = 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	5 points	- A B-BBEE certificate /sworn affidavit as supporting evidence / CSD report
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

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4.	>50% People with disabilities.	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
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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.

6. TERMS OF CONTRACT AND SERVICE LEVEL AGREEMENT

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

7. 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.

8. POPIA

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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.

Bidders shall note that any personal information that they may disclose to or share with the ASA pursuant to this request may be processed by the ASA in terms of the Protection of Personal Information Act, No.4 of 2013, and Regulations promulgated thereunder ("POPI Act"). By disclosing or sharing any personal information, the bidder is unconditionally consenting to the processing thereof by the ASA, its stakeholders, or partners of such personal information for purposes related to this request/Bid. Further, the bidder declares that all consents required by the POPI Act or any other law applicable in respect of all personal information disclosed have been duly and legally obtained. Thus, the bidder hereby indemnifies the ASA against any civil or criminal action, administrative fine, or other penalty or loss that may arise as a result of the processing of any personal information disclosed to the ASA pursuant hereto.

9. 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.

10. PROCEDURE FOR SUBMISSION OF PROPOSALS

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

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

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

NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

11. VALIDITY PERIOD OF PROPOSAL

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

12. APPOINTMENT OF SERVICE PROVIDER

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13.1 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.

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 an agreement, ASA reserves the right to appoint an alternative supplier.

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

13. ENQUIRIES AND CONTACT WITH ASA

13.1 Any enquiry regarding this RFP shall be submitted in writing to ASA at procurement@agrement.co.za.

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

14. MEDIUM OF COMMUNICATION

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

15. 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.

16. CORRECTNESS OF RESPONSES

16.1 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.

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

17. VERIFICATION OF DOCUMENTS

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17.1 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. ADDITIONAL TERMS AND CONDITIONS

18.1 A tenderer shall not assume that information and/or documents supplied to ASA, at any time before this request, are still available to ASA, and shall consequently not make any reference to such information document in its response to this request.

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

18.3 An omission to disclose material information, a factual inaccuracy, and/or misrepresentation of facts may result in the disqualification of a tender, or cancellation of any subsequent contract.

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

19. ASA RESERVES THE RIGHT TO

19.1 Extend the closing date.

19.2 Verify any information contained in a proposal.

19.3 Request documentary proof regarding any tendering issue.

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

19.5 Award this RFP as a whole or in part.

19.6 Cancel or withdraw this RFP as a whole or in part.

20. DISCLAIMER

This document is only an RFP, which is a request for proposals, and not an offer document. Answers to this RFP 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 RFP. ASA makes no representation, warranty, assurance, guarantee, or endorsement to the tenderer concerning the RFP, whether concerning its accuracy, completeness, or otherwise, and ASA shall have no liability towards the tenderer or any other party in connection therewith.