

# Terms of Reference

## Request for Quotation (RFQ)

The appointment of a Service Provider to host, maintain and support both the intranet and the Website for 36 Months (3 years)

RFQ Number	ASA 01/04/2026
Date of Issue	07 April 2026
Closing Date & Time	14 April 2026 @12:00pm <b>NO LATE SUBMISSIONS WILL BE ACCEPTED</b>
Submissions	<a href="mailto:procurement@agrement.co.za">procurement@agrement.co.za</a>

Supply Chain Management and Technical inquiries may be directed to:

[procurement@agrement.co.za](mailto: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 integrated socio-economic development in the Republic as it relates to the construction industry.
- To support and promote the introduction and use of certified non-standardised construction-related products or systems in the local or international market.
- To support policymakers in minimising the risk associated with the use of non-standard construction-related products or systems; and
- To be an impartial and internationally acknowledged South African centre for assessment and confirmation of fitness-for-purpose of non-standard construction-related products or systems.

## 2. INVITATION FOR PROPOSALS

Agrément South Africa invites suitably qualified service providers to submit proposals to host, support, and maintain the website and Intranet for a period of 36 Months.

## 3. SCOPE OF WORK

The service provider will, where necessary, be responsible for revising and updating website and intranet content to ensure continued relevance, accuracy, and functionality, subject to approval by ASA Communications and Marketing Department. The service provider will be appointed to a three (3)- year fixed-term contract.

## 3.1 DELIVERABLES

The service provider should have full capacity and proven experience in delivering the requirements detailed below:

### 3.1.1 WEBSITE MAINTENANCE

- a) The appointed service provider shall be responsible for providing monthly site maintenance and hosting services for the existing website. This appointment does not include the development of a new website, but rather the hosting, support and maintenance of the current site ([www.agreement.co.za](http://www.agreement.co.za)).
- b) All existing website content shall be retained. The service provider may revise or update such content, where necessary, to ensure continued relevance, accuracy, and functionality, subject to ASA's approval.
- c) Certain website functions may be added, modified, or removed as required, with the objective of improving usability and enhancing the overall user experience.

### 3.1.2 HOSTING REQUIREMENTS

- a) Unlimited Disk Space (Currently on 1TB)
- b) 50GB Traffic per month
- c) FTP Account
- d) MySQL Databases

### 3.1.3 DOMAIN HOSTING:

- a) Transfer the Agreement.co.za domain and Intranet from the current service provider and host it for the contracted period without service interruptions.
- b) 24/7 monitoring of the website against distributed denial of service (DDOS) attacks, as well as the availability of the service.
- c) 99.9% domain reported uptime.
- d) 99.99% uptime – ensure server & website are constantly running and restored timeously in the event of any downtime.
- e) Dedicated web hosting – hosting should be on a dedicated Agreement server (Not shared)
- f) Unlimited 24-hour support – technical support should be available 24/7
- g) Server security – provision and support the security of the hosting and application Components.

- h) Support must include telephonic support, email support and access to a portal to track tickets.
- i) Website support and maintenance.
- j) Upgrade – ensure that the website remains updated with the latest technology and make provision for any required upgrades.
- k) Back up - ensure website is backed up weekly, and a copy of the backup is stored within the Agreement ICT infrastructure as an additional measure.
- l) Website performance- development of reports highlighting technical performance metrics of the website on Monthly and quarterly bases.
- m) Site reports – Google Analytics and statistical reporting, and any other reporting necessary to monitor website performance and stability.
- n) The service provider will be expected to upload content as well as regular content changes/updates to the website on behalf of Agreement upon request.
- o) Website must be developed on a common and well-known platform that allows for easy back-end navigation and compatibility with Microsoft (and other) applications and services.
- p) The website must be informative, interactive, user-friendly, and eye-catching, as well as attractive and professional, and must clearly communicate the objectives of Agreement South Africa.
- q) The website must support a multi-language feature to enable the easy upload of content in all South African vernacular or native languages and associated characters, i.e. English, Afrikaans, IsiZulu, Sepedi, SiSwati, Tshivenda, Sotho, Setswana, Xitsonga, Ndebele and Xhosa. *Please note that Agreement SA does not require automated translation services, but rather that the website has the ability to accommodate multiple languages*

### 3.1.4 WORDPRESS SUPPORT SERVICES

- a) Themes
- b) Plugins
- c) Coding
- d) Broken Links
- e) Changes in copy or design
- f) Site backups
- g) Performance Optimisation
- h) Hosting issues

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- i) Analytics & Activity Monitoring
- j) WordPress Upgrades



### 3.1.5 WORDPRESS MAINTENANCE AND SUPPORT

- a) Fortnightly WordPress Core & Plugin Updates for 1 site
- b) Weekly security scans
- c) Weekly off-site Backups
- d) Firewall installation
- e) 24-hour response time

### 4.1.5 NOTES

- a) Training for four staff members on the Content Management System
- b) Ensure the highest level of security for the ASA website.
- c) Service Level Agreement (SLA) for a three-year period.
- d) Other value-added services relating to the hosting and maintenance of the website
- e) are to be clearly indicated.
- f) These services may include user testing, analytics, content writing, and search engine optimisation
- g) Optimisation, all of which are necessary to ensure that the website is user-friendly
- h) and optimised for search engines.
- i) The site must include Google Maps to locate each ASA office.
- j) The website is currently being hosted and needs to be migrated and commissioned by 30 June 2026

## 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 into if such a service provider is not registered on the CSD.
- Completed and signed standard bidding documents, **SBD 4 and 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).

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- Signed General Conditions of Contract.

## 4.2 Mandatory Requirements

- Completed price schedule.
- Provide three (3) letters of reference from the public and/or private institutions which demonstrate having satisfactory delivered on similar services.

**NB: Failure to submit any of the above-requested mandatory documents on 4.2 will lead to disqualification.**

## 4.3 Evaluation

### Phase 1 Technical evaluation

Bidders must indicate their compliance to the requirements by **YES/NO** in the box provided below.

**Failure to comply with the requirements below in the box will lead to the bidder being disqualified.**

Requirement	Mark (YES or NO)
Website and intranet hosting, support, and maintenance	

### Phase 2 Preference points calculation

Please note that 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 are awarded based on specific goals.

Points for the 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 the lowest acceptable quotation

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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	- A B-BBEE certificate /sworn affidavit as supporting evidence
2.	>50% Black female ownership	5 points	- CSD report or - Company registration certificate, as issued by the CIPC, clearly indicating the percentage shareholding of all owners
3.	>50% Black youth ownership	5 points	- CSD report, - Company registration certificate, as issued by the CIPC, clearly indicating the percentage shareholding of all owners, or - Identification Documentation of all owners

The final points will be calculated as follows:

CRITERIA	WEIGHTING POINTS
Price	80
Specific goal	20
<b>TOTAL</b>	<b>100</b>

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

## 4 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 service and the basis for measuring performance. Contract extensions are at ASA's sole discretion.

## 5. PRICE SCHEDULE

Item no	Item Description	Year 1	Year 2	Year 3	Total for three years
01	Website and Intranet Hosting Maintenance and support	R	R	R	R
<b>TOTAL AMOUNT (EXCL VAT)</b>		R	R	R	R
<b>15% VAT</b>		R	R	R	R
<b>TOTAL AMOUNT (ALL INCLUSIVE)</b>		R	R	R	R

## 6. 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.

## 7. 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.

## 8. PROCEDURE FOR SUBMISSION OF PROPOSALS

- 8.1. All proposals must be submitted electronically to [procurement@agrement.co.za](mailto:procurement@agrement.co.za).
- 8.2. Respondents must use the RFQ number as the subject reference number when submitting their bids.
- 8.3. All documents submitted electronically via e-mail must be clear and visible.
- 8.4. All proposals, documents, and late submissions after the due date will not be evaluated.

**NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED**

## 9. VALIDITY PERIOD OF PROPOSAL

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

## 10. APPOINTMENT OF SERVICE PROVIDER

- 10.1 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.
- 10.2 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.
- 10.3. Awarding of contracts will be announced on the National Treasury website, and no regret letters will be sent to unsuccessful bidders.

## 11. ENQUIRIES AND CONTACT WITH ASA

- 11.1 Any enquiry regarding this RFQ shall be submitted in writing to [procurement@agrement.co.za](mailto:procurement@agrement.co.za) with RFQ No:
- 11.2 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.

## 12. MEDIUM OF COMMUNICATION

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

## **13. 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 commitments and expenses, direct or indirect, related to proposal preparation and participation throughout the RFP process. ASA is not responsible directly or indirectly for any costs incurred by tenderers.

## **14. CORRECTNESS OF RESPONSES**

14.1 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.

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

## **15. VERIFICATION OF DOCUMENTS**

15.1 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.

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

## **16. ADDITIONAL TERMS AND CONDITIONS**

16.1 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.

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

16.3 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.

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

## **17. ASA RESERVES THE RIGHT TO**

17.1 Extend the closing date.

17.2 Verify any information contained in a proposal.

17.3 Request documentary proof regarding any tendering issue.

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

17.5 Award this RFQ as a whole or in part.

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

## **18. DISCLAIMER**

This document is only an RFQ (request for proposals) and not an offer document. Answers to this RFQ must not be construed as acceptance of an offer or imply the existence of a contract between the parties. By submission of this proposal, tenderers shall be deemed to have satisfied themselves with and to have accepted all Terms & Conditions of this RFQ. ASA makes no representation, warranty, assurance, guarantee or endorsement to the 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.

## 21. CANCELLATION OF THE CONTRACT

2.1.1 Agreement South Africa may, in its sole discretion and without limitation to any of its other rights elsewhere in law, cancel the contract, if it is satisfied that any person (including an employee, partner, director or shareholder of the interested company or a person acting on behalf of or with the knowledge of the interested person or entity):

- a) Is executing a contract with the Agreement South Africa unsatisfactorily.
- b) Has, in any manner, been involved in a corrupt act or offered a gift or remuneration to any officer or employee of the Agreement South Africa in connection with obtaining or executing a contract.
- c) Has acted in bad faith, in a fraudulent manner or committed an offence in obtaining or executing a contract.
- d) Has, in any manner, influenced or attempted to influence the awarding of the Agreement South Africa's bid process.