

Terms of Reference

Request for Quotations (RFQ)

Request for a Legal Representative to initiate a disciplinary inquiry on behalf of Agreement South Africa

RFQ Number	ASA 23/11/2025
Date of Issue	27 November 2025
Closing Date & Time	03 December 2025 @12:00pm NO LATE SUBMISSIONS WILL BE ACCEPTED
Submissions	procurement@agrement.co.za

Supply Chain Management and Technical inquiries may be directed to:

procurement@agrement.co.za

1. BACKGROUND

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 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 related to the construction industry in the Republic.
- 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 assessing and confirming fitness-for-purpose of non-standard construction-related products or systems.

2. INVITATION FOR PROPOSALS

Agrément South Africa extends a call for submitting proposals from suitably qualified service providers to initiate a disciplinary inquiry within ASA.

3. SPECIFICATIONS

Agrément South Africa (ASA) seeks the professional services of a competent Legal Representative to initiate a disciplinary inquiry within ASA.

1. The scope of work includes:

1.1 Initiation of the Disciplinary Process

- Review all relevant documents, evidence, policies, and records pertaining to the alleged misconduct.
- Provide legal advice to management on appropriate charges in line with ASA policies, labour legislation, and case law.
- Draft a notice of disciplinary hearing, charge sheet, and any supporting documents.
- Prepare a comprehensive evidence bundle for the disciplinary hearing.

- Assist ASA in identifying and preparing witnesses.

1.2 Representation During the Disciplinary Hearing

- Present ASA's case during the disciplinary hearing.
- Lead evidence, cross-examine witnesses, and make submissions to the presiding officer.
- Ensure procedural and substantive fairness throughout the process.
- Advise management regarding possible outcomes and sanctions.

1.3 Representation at External Forums

Where the employee refers or escalates the matter:

CCMA

- Attend conciliation proceedings and represent ASA effectively.
- Prepare and submit all required documentation to the CCMA.
- Represent ASA at arbitration, including leading evidence and submissions.

Labour Court

- Draft and file necessary court papers.
- Represent ASA in Labour Court proceedings, including review or enforcement applications.
- Provide continuous updates on litigation risks and prospects.

1.4 Advisory Support

- Provide strategic legal advice to ASA management throughout the disciplinary and litigation processes.
- Assist ASA in ensuring compliance with the Labour Relations Act, Basic Conditions of Employment Act, and ASA's internal policies.

1.5 Expertise and Experience

- The Legal Representative is expected to be an expert in Labour Law
- The Legal Representative is expected to have over 8 years of proven experience as an initiator of disciplinary hearings.

2. Hearing Meetings & Conclusion

- It is expected that no more than five (5) meetings will be held.
- It is expected that the first meetings, per inquiry, be held no later than 12 December 2025.
- It is expected that all inquiries be concluded (sanction issued and report provided to ASA) by no later than 19 December 2025.

3. Resource Requirements

- The service provider is expected to have administrative support, who will record the proceedings and prepare reports.
- ASA will provide a venue for the hearings.

4. Duration of the Assignment

The appointment will run from the date of engagement until finalisation of:

- The internal disciplinary process, and
- Any related disputes escalated to the CCMA and/or Labour Court arising from the same matter.

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 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.

5.2 Mandatory requirements

- Completed price schedule.
- Provide at least three references where similar work was done.
- The service provider must submit proof of registration with the South African Society of Labour Law or any other relevant professional registration.

NB: Failure to submit any of the above-requested mandatory documents on 5.2 will lead to Disqualification

5.3 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:

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

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

The final points will be calculated as follows:

CRITERIA	WEIGHTING POINTS
Price	80
Specific goal	20
TOTAL	100

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

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

6 TERMS OF CONTRACT AND SERVICE LEVEL AGREEMENT

Before the bid is awarded, the successful bidder must enter into a Service Level Agreement (SLA) with Agrément South Africa (ASA). The SLA shall form the contractual basis for delivering the service and how performance shall be measured. Contract extensions are at the sole discretion of ASA.

7 PRICE SCHEDULE

Item no	Item Description	Estimated number of hours	Rate	Total
01	Initiate a disciplinary inquiry (including consultation and preparation of reports)	150		
02	Disbursements			
TOTAL AMOUNT (EXCL VAT)				
15% VAT				
TOTAL AMOUNT (ALL INCLUSIVE)				

8 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS.

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

9 FINAL APPROVAL

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

10 PROCEDURE FOR SUBMISSION OF PROPOSALS

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

NB: NO HARD COPIES OR PHYSICAL SUBMISSIONS WILL BE ACCEPTED

11 VALIDITY PERIOD OF THE PROPOSAL

Each proposal shall be valid for **three (3) months**, calculated from the closing date.

12 APPOINTMENT OF SERVICE PROVIDER

- 11.1 The contract will be awarded to the bidder who scores the highest total points during the evaluation process, except where the law permits otherwise.
- 11.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. If the parties fail to reach such an agreement, ASA reserves the right to appoint an alternative supplier.
- 11.3 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

- 12.1 Any inquiry regarding this RFQ shall be submitted in writing to ASA at procurement@agrement.co.za
- 12.2 Any other contact with ASA personnel involved in this Quotation is not permitted during the RFQ process is other than as required through existing service arrangements or as requested by ASA as part of the RFQ process.

14 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFQ 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 direct or indirect expenses 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

15.1 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.

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

17 VERIFICATION OF DOCUMENTS

16.1 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.

16.2 Only one electronic copy of the proposal must be submitted via email to procurement@agrement.co.za. If the bidder sends more than one proposal, the first submission shall take precedence should it have yet to be recalled/withdrawn in writing by the bidder.

18 ADDITIONAL TERMS AND CONDITIONS

- 17.1 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.
- 17.2 Copies of any affiliations, memberships, and/or accreditations that support your submission must be included in the tender.
- 17.3 An omission to disclose material information, a factual inaccuracy, and/or misrepresentation of fact may result in the disqualification of a tender or cancellation of any subsequent contract.
- 17.4 Please comply with all the terms and conditions in this document to ensure the proposal is valid.

19 ASA RESERVES THE RIGHT TO

- 18.1 Extend the closing date.
- 18.2 Verify any information contained in a proposal.
- 18.3 Request documentary proof regarding any tendering issue.
- 18.4 Appoint one or more service providers, separately or jointly (whether they submitted a joint proposal).
- 18.5 Award this RFQ as a whole or in part.
- 18.6 Cancel or withdraw this RFQ as a whole or in part.

20 DISCLAIMER

This document is only an 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 submitting this proposal, tenderers shall be deemed satisfied with and accept all Terms & Conditions of this RFQ. ASA makes no representation, warranty, assurance, guarantee or endorsement to the tenderer concerning the RFQ, whether its accuracy, completeness or otherwise. ASA shall have no liability towards the tenderer or any other party in connection.