Terms of Reference

Request for Quotations (RFQ)

Appointment of a service provider to assist Agrement South Africa cloud-based governance risk and compliance (GRC) software solution, including installation, maintenance and support for a period of three (3) years

RFQ Number	**ASA 01/12/2026**
Date of Issue	**26 November 2026**
Closing Date & Time	**04 December 2026 @12: 00 noon** **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

Terms of Reference

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 and Infrastructure.

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 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. INVITATIONS FOR PROPOSAL

Agrément South Africa invites proposals from suitably qualified service providers to provide, implement, license, maintain, and support a cloud-based Governance, Risk and Compliance (GRC) software solution for a period of three (3) years.

The proposed solution must be cloud-based and provide integrated Governance, Risk, Compliance, and Assurance management capabilities and support Agrément South Africa in effectively managing its compliance obligations, enterprise risks, corrective actions, governance processes, and reporting requirements.

3. OBJECTIVE

The objectives of this project are to:

3.1 Strengthen Agrément South Africa's governance, risk management, and compliance capabilities through the implementation of a single, integrated platform that supports its strategic objectives, operational requirements, and statutory obligations.

3.2 Implement a cloud-based Governance, Risk and Compliance (GRC) solution that enables the efficient management of risks, compliance obligations, governance activities, action plans, and corrective measures across the organisation.

3.3 Establish and maintain a comprehensive Compliance and Regulatory Universe that captures all legislation, regulations, standards, codes, policies, and governance requirements applicable to Agrément South Africa.

3.4 Provide a centralised platform to identify, assess, monitor, mitigate, and report on organisational risks and compliance matters, while maintaining a complete audit trail of activities and decisions.

3.5 Improve management oversight and decision-making through automated workflows, notifications, dashboards, analytics, and reporting that provide timely and accurate information.

3.6 Enable the continuous monitoring of legislative and regulatory changes and support the assessment of their impact on the organisation's operations, policies, and compliance obligations

3.7 Provide a secure, scalable, and fully managed cloud-based solution, including implementation, training, maintenance, upgrades, and support services for a period of three (3) years.

4. SCOPE OF WORK

The appointed service provider will be required to provide a fully managed cloud-based Governance, Risk and Compliance (GRC) solution and associated professional services for a period of three (3) years.

The scope of work should include, but not be limited to, the following:

4.1 Solution Implementation and Configuration

The service provider shall:

- Supply, configure, implement, test, commission, and support a cloud-based GRC solution.
- Provide all software licences required for the solution for the duration of the contract.

- Configure Governance, Risk and Compliance modules in accordance with Agrément South Africa's business requirements.
- Configure risk registers, compliance registers, workflows, dashboards, notifications, and reporting functionality.
- Integrate the solution with Microsoft Active Directory and/or Microsoft Entra ID for user authentication and access management.

4.2 **Compliance and Regulatory Universe**

The service provider shall:

- Conduct a review of legislation, regulations, standards, and governance requirements applicable to Agrément South Africa.
- Establish and maintain a comprehensive Compliance and Regulatory Universe.
- Review and update the Compliance and Regulatory Universe annually.
- Provide regular legislative and regulatory updates and advice on changes that may affect the organisation.
- Maintain a central repository of applicable legislation and regulatory requirements.
- Upload Top 10 legislation as part of ASA Compliance Universe, including relevant requirements.

4.3 Risk and Compliance Management

The solution must enable Agrément South Africa to:

- Capture, assess, review, and update risks and compliance obligations.
- Record and monitor controls, mitigation actions, and corrective measures.
- Track progress against action plans and compliance activities.
- Generate automated alerts, reminders, escalations, and notifications.
- Monitor compliance performance and organisational risk exposure.
- Maintain a complete audit trail of system activities and user actions.

4.4 Reporting and Dashboards.

The solution shall be provided:

- Generate a comprehensive risk register at various levels of the organisation incorporating Key Risk Indicators, Risk Appetite, Risk Tolerance, Risk Capacity and Key Performance Indicators
- Interactive dashboards for management and designated users.
- Compliance, governance, and risk reporting capabilities.
- Graphical and analytical reporting functionality.
- Customizable reports in formats including Microsoft Excel, Microsoft Word, PDF, and dashboard views.

- Real-time visibility of compliance status, risk exposure, corrective actions, and performance trends.

4.5 Training and Knowledge Transfer.

The service provider shall:

- Conduct administrator and end-user training.
- Provide user manuals and supporting documentation.
- Deliver knowledge transfer sessions to designated Agrément South Africa personnel.
- Provide refresher training when required following major system enhancements or upgrades.

4.6 Maintenance and Support

The service provider shall:

- Provide ongoing maintenance and technical support throughout the contract period.
- Perform software updates, upgrades, and security patching.
- Resolve system issues and software defects within agreed service levels.
- Ensure high system availability and business continuity through appropriate support and disaster recovery arrangements.

4.7 Data Security and Ownership

The service provider shall:

- Ensure that all Agrément South Africa data remains the property of Agrément South Africa.
- Implement appropriate security controls to protect data in transit and at rest.
- Maintain secure backup and recovery mechanisms.
- Comply with applicable information security, data protection, and governance requirements.
- Provide a complete export of Agrément South Africa's data upon termination or expiry of the contract and assist with any required migration activities.

4.8 Hosting

- The appointed service provider will be responsible for implementation and deployment of the system.
- The Service Provider will be responsible for the configuration of the system, procuring the SSL certificate and implementing the best security practices.
- Prospective bidders are expected to submit proposals for the system that they will be providing to AGREMENT S.A.
- The proposed solution must make provision for scalable growth.
- The service provider will provide support to AGREMENT S.A. for a period of (36) months.

- The appointed service provider will also be responsible for providing licensing for a period of (36) months.
- The solution should be able to be hosted on the cloud.
- The Service Provider should provide a fully managed Software as a Service solution, with the Service Provider responsible for all hosting, infrastructure, maintenance, software updates, and security patching.
- The data to be hosted should remain within the country's borders.
- The service provider should provide a minimum system availability of 99.9% and maintain a documented Disaster Recovery plan to ensure service continuity.
- Ensure that all AGREMENT S.A data remains the property of AGREMENT S.A, is securely encrypted in transit and at rest, and is backed up regularly.
- Provide AGREMENT S.A with a complete export of all data and reasonable migration assistance upon contract expiry or termination to facilitate transition to another service provider or platform

4.9 Licenses Requirements

Risk Management and Compliance Module	**Number of People**
Full license for Risk and Compliance	2
License to update	3

5. SUBMISSION OF DOCUMENTS AND QUALIFYING CRITERIA

5.2 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.**
- The disclosure in the SDB 4 Form must be true and complete in every respect (Take specific note of Paragraph 2.4 of the disclosure).
- Signed General Conditions of Contract.

5.3 Phase 1: Mandatory requirements

- Completed price schedule.

NB: Failure to submit any of the mandatory documents listed in Section 5.3 will result in the bidder being disqualified and not being considered for further evaluation.

5.4 PHASE 2: TECHNICAL EVALUATION.

All bids will first be evaluated on functionality. Bidders must achieve a minimum score of **70%** on functionality to qualify for further evaluation. Any bidder that fails to attain the minimum threshold of **70%** will be disqualified from the evaluation process. The functionality criteria and the allocation of points are set out below:

Criteria for Functionality	Weight	Scoring Guideline
At least three contactable reference letters where similar or relevant Governance Risk and Compliance services rendered in the public sector. (40) The reference letters must have the following: Company letterhead, contact name, contact details, duration of contract, a brief description of the services that you provided, and a good level of satisfaction. **NB: Contactable reference letter must comply with all the requirements as stated above.** **No appointment letters or award letter from clients will be accepted as reference letters.**	**40%**	**0** contactable reference letters relevant to the assignment = **0 points** 1 contactable reference letter relevant to the assignment = 1 point **2** contactable reference letters relevant to the assignment = **2 points** **3** contactable reference letters relevant to the assignment = **3 points** **4** contactable reference letters relevant to the assignment =**4 points** **5 and more** contactable reference letters relevant to the assignment = **5 points**
Bidders must submit a company profile indicating experience related to the work described in the	**30%**	**5 years** of experience in providing GRC system and maintenance & support =10 points

TOR of the GRC system, including maintenance and support services for the public sector.		**3 to 5 years** of experience in providing GRC system and maintenance & support = **5 points** Less than **3 years** of experience = **0 points**
Key Personnel Expertise (Bidder must provide CVs for two (2) personnel who worked in providing IT support functions on either Governance, Risk, or Compliance) Submit the condensed CVs and relevant qualifications (i.e., ICT) of the key resources to work on the project.	**30%**	5 years or more of experience in IT Support = 5 points 4 years of experience in IT Support = 4 points 3 years of experience in IT Support = 3 points Less than 3 years of experience in IT Support = 2 points No experience in IT support = 0 points
Total	**100%**	

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

Phase 3: Calculations of points

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 the price, and 20 points will be awarded based on the specific goals.

Points for the price will be calculated for all shortlisted service providers by 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 the lowest acceptable quotation

Only service providers who achieve a minimum threshold score of **70%** during the functionality evaluation will proceed to Phase 3 of the evaluation process

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
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
4.	>50% People with disabilities 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 shall be required to enter into a Service Level Agreement (SLA) with Agrement South Africa (ASA). The SLA shall form the contractual basis for the delivery of the service as well as how performance shall be measured.

7. PRICE SCHEDULE

Item no	Item Description	Year 1	Year 2	Year 3	Total for 3 years
01	Cost of the System, Licences and Implementation	**R**	**R**	**R**	**R**
02	Support and Maintenance for 36 Months	**R**	**R**	**R**	**R**
03	One-off Training for 6 delegates including IT Person	**R**			
TOTAL AMOUNT (EXCL VAT)		**R**	**R**	**R**	**R**
15% VAT					
TOTAL AMOUNT (ALL INCLUSIVE)					

8. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Considering the fees paid, the service provider expressly assigns to ASA any copyright arising from the work 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 or all the proposals, and/or not to appoint any service provider.

10. PROCEDURE FOR SUBMISSION OF PROPOSALS

10.1 All proposals must be submitted electronically to procurement@agrement.co.za.

10.2 Respondents must use the DOCUMENT number as the subject reference number when submitting their bids.

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

10.4 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 PROPOSAL

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

12. APPOINTMENT OF SERVICE PROVIDER

12.1 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.

12.2 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. ENQUIRIES AND CONTACT WITH ASA

13.1 Any inquiry regarding this DOCUMENT 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 DOCUMENT process, other than as required through existing service arrangements or as requested by ASA as part of the DOCUMENT process.

14. MEDIUM OF COMMUNICATION

All documentation submitted in response to this DOCUMENT 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

17.1 Bidders should check the number of 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.

17.2 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 not have been recalled/withdrawn in writing by the bidder.

18. ADDITIONAL TERMS AND CONDITIONS

18.1 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 documents 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 fact 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 they submitted a joint proposal).

19.5 Award this DOCUMENT as a whole or in part.

20 DISCLAIMER

This document is only a DOCUMENT is a request for proposals only and not an offer document. Answers to this DOCUMENT 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 DOCUMENT. ASA makes no representation, warranty, assurance, guarantee or endorsement to the tenderer concerning the DOCUMENT, 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.