Terms of Reference

Request for Quotation (RFQ)

Appointment of a service provider to assist Agrement South Africa in procuring a Mimecast Mega Plan for 50 Users to ensure email cybersecurity and resilience for ASA's Office 365 email platform for 36 months.

RFQ Number	**ASA 13/11/2026**
Date of Issue	**23 November 2026**
Closing Date & Time	**01 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 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 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 invites proposals from a suitable service provider to assist with the procurement, installation/configuration, and maintenance/support of Mimecast Mega Plan for 50 users to ensure e-mail cyber security and resilience for ASA's Office 365 e-mail platform for a period of 36 months.

3. SPECIFICATIONS

The service provider will be required to perform the following:

- Provision of 50 Mimecast licenses for 36 months.
- Installation and configuration of Mimecast for all ASA users.
- Support and Maintenance for 36 months.

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.**
- 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.

4.2. Phase 1: Mandatory requirements

- Completed price schedule.
- Provide three (3) reference letters from clients where the Mimecast Unified Email Solution was successfully implemented and/or supported within the last five (5) years.
- The bidder must provide proof of current authorised partner status with either Microsoft or Mimecast.

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

3.1 Phase 2: Evaluation

Phase 1 Technical evaluation

The bidder's quotation will be evaluated to determine compliance with the specification indicated under paragraph 3 above. **Failure to meet one of the specifications listed will result in disqualification of your quotation.**

Requirement	Tick (Yes or No)
Provision of 50 Mimecast licenses for 36 months.	
Installation and configuration of Mimecast for all ASA users.	
Provide Support and Maintenance for 36 months	

Phase 3: Preference points calculation

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

5. PRICE SCHEDULE

Item No	Requirement	Year 1	Year 2	Year 3	Total for three (3) years
01	Provision of 50 Mimecast licenses for 36 months.	**R**	**R**	**R**	**R**
02	Installation and configuration of Mimecast for all ASA users.	**R**	**R**	**R**	**R**
03	Support and Maintenance for 36 months	**R**	**R**	**R**	**R**
04	**TOTAL AMOUNT (EXCL VAT)**	**R**	**R**	**R**	**R**
05	**15% VAT**	**R**	**R**	**R**	**R**
06	**TOTAL AMOUNT (ALL INCLUSIVE)**	**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 .

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

11.1 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.

11.2 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.

11.3. 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.

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 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.

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 RFQ. 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. 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 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, 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.