



## **Annexure 1: Bid Specification: RFB 2744-2023**

**Appointment of a service provider for the renewal of  
Mimecast licences for the KZN Department of Human  
Settlement for a period of three (3) years**

**TECHNICAL, PRICING AND PREFERENCE POINTS REQUIREMENTS**

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## 1. Introduction

This Annexure must always be read in conjunction with the main bid document (Invitation to Bid) and the completed Bid Specification MUST be submitted together with the main bid document.

## 2. Scope of Bid

The scope of this request is to appoint a service provider that will provide Software renewal licensing for 800 users and support services for KZNDHS for a period of three (3) years, including maintenance and support.

**Table 1: Bill of Quantity**

| #  | Service                                                           | Quantity |
|----|-------------------------------------------------------------------|----------|
| 1. | Mimecast A1                                                       | 800      |
| 2. | Mimecast D1                                                       | 800      |
| 3. | Antivirus and Anti-Spam facility                                  | 1        |
| 4. | Audit report availability                                         | 1        |
| 5. | Business Support (LCS Silver) or latest Mimecast Business Support | 1        |
| 6. | Large File Send                                                   | 30       |

### 2.1 Email Archiving

Among other features, the bidder will be expected to fully demonstrate in the proposal how the following functionalities will be attained:

- (a) Real-time access to emails
- (b) Perpetual archive (99 years)
- (c) Bottomless
- (d) Access of emails from mobile devices and IOS tablets
- (e) Immutable
- (f) E discovery correct guide line assisting in email going to litigation
- (g) Outlook Archive Access for the end users
- a) Data retained within South African Borders

### 2.2 Email Security

Here the bidder will be expected to fully demonstrate in the proposal how the following will be attained:

- (a) Spam blocking – 99%
- (b) Virus protection – 100%
- (c) Spam Reporting (Interactive)
- (d) Secure email routing
- (e) Attachment handling: deny, hold and strip and link
- (f) DLP data leak prevention
- (g) Encryption: TLS
- (h) Blocking of emails from unwanted sources
- (i) End user control of individual Block and Allow lists

## 2.3 Email Continuity

Here the bidder is expected to fully demonstrate how email continuity will be attained in the event of:

- (a) Planned Outages
- (b) Seamless fail over and fail back process
- (c) Unplanned Outages

## 2.4 Delivery address

The address where the required services / works must be delivered is:

SITA, Pietermaritzburg,

330 Langalibalele Street (Natalia), PMB

## 3. Requirements

NB: The bidder must confirm that they comply with the following Service/ Products Requirements as indicated below as this will be legal contractual binding:

| #  | Products/ Service                           | Quantity  | Indicate<br>Yes = Comply<br>No = Not Comply |
|----|---------------------------------------------|-----------|---------------------------------------------|
| 1. | Mimecast A1                                 | 800 users |                                             |
| 2. | Mimecast D1                                 | 800 users |                                             |
| 3. | Antivirus and Anti-Spam facility            | 1         |                                             |
| 4. | Audit report Availability                   | 1         |                                             |
| 5. | Business Support (LCS Silver) or equivalent | 1         |                                             |
| 6. | Large File Send                             | 30        |                                             |

I, the bidder (Full names) ..... representing (company name) ..... Hereby confirm that I comply with the above Technical Mandatory Requirements and understand that it will form part of the contract and is legally binding.

Thus, done and signed at ..... on this.....day of.....20....

.....

Signature

Designation:

## 4. Special Conditions of Contract

### 4.1 INSTRUCTION

1. The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract

with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.

2. SITA reserves the right to –
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions.
  - (c) Award to multiple bidders.
3. In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 4.1(2) above.
4. The bidder must **complete the declaration of acceptance** as per section 7.3 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

## 4.2 SPECIAL CONDITIONS OF CONTRACT

### 5. CONTRACTING CONDITIONS

- (a) **Formal Contract.** The Supplier may enter into a formal written Contract (Agreement) with SITA.
- (b) **Right of Award.** SITA reserves the right to award the contract for required goods or services to multiple Suppliers.
- (c) **Right to Audit.** SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

### 6. SERVICE LEVEL REQUIREMENTS

- (a) **Uptime Continuity.** The Supplier will ensure minimal downtime of mail by ensuring the licences provided are validated and operational. If there are problems, the Supplier has 1 hour to rectify.

### 7. DELIVERY ADDRESS.

The supplier must deliver the required products or services at SITA PMB, 330 Langalibalele Street

### 8. SCOPE OF TECHNICAL SOLUTION DEVELOPMENT

**Refer to Scope of work, Section 2**

### 9. SUPPLIER PERFORMANCE REPORTING

- (a) The Supplier must attend meetings that SITA will convene as and when necessary;
- (b) SITA will communicate between role-players primarily by means of email.
- (c) Monthly meetings to be scheduled between SITA/Client and service provider and also ADHOC meetings from both sided.
- (d) The Supplier is required to generate monthly reports as outputs during the maintenance and support cycle within the following service levels (the report type will drive the service level agreement; definition of the content of each report type will be finalised at the time of concluding the contracted service level agreement).

### 10. CERTIFICATION, EXPERTISE AND QUALIFICATION

- (a) **The Supplier represents that,**
  - (i) **it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;**
  - (ii) **it is committed to provide the Products or Services; and**
  - (iii) **perform all obligations detailed herein without any interruption to the Customer.**
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- (c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

#### 11. **LOGISTICAL CONDITIONS**

- (a) **Hours of work.** Normal hours are 07:30 to 16:30 from Monday to Friday. After hours may also be necessary.
- (b) In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) **Tools of Trade.** The Supplier must provide its own tools.
- (d) **On-site and Remote Support.** There may be instances when on-site is necessary and others where remote support is adequate.

#### 12. **SKILLS TRANSFER AND TRAINING**

- (a) Knowledge transfer is applicable where any source code is being used from an external source and for any configuration changes. Supplier to also provide documentation in this instance.

#### 13. **REGULATORY, QUALITY AND STANDARDS**

- (a) **The Supplier must for the duration of the contract ensure compliance with <ISO/IEC General Quality Standards, ISO9001>**
- (b) **The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO27001.**
- (c) The Supplier must for the duration of the contract ensure compliance with Protection of Personal Information Act (POPIA).

#### 14. **PERSONNEL SECURITY CLEARANCE**

- (a) **The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).**
- (b) **The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.**
- (c) **The Supplier must provide proof of security vetting.**

#### 15. **CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- (a) **The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.**

- (b) Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
- (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;
  - (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- (c) Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
- (d) Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
- (e) Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

**16. GUARANTEE AND WARRANTIES.** The Supplier warrants that:

- (a) SITA's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (b) the information disclosed to SITA does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (c) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (d) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (e) the prices, charges and fees to SITA as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as SITA; and
- (f) any misrepresentation by the Supplier amounts to a breach of Contract.

**17. INTELLECTUAL PROPERTY RIGHTS**

- (a) SITA retains all Intellectual Property Rights in and to SITA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of SITA's Intellectual Property for the sole purpose of providing the Products or Services to SITA pursuant to this Contract; provided that the Supplier must not be permitted to use SITA's Intellectual Property for the benefit of any entities other than SITA without the written consent of SITA, which consent may be withheld in SITA's sole and absolute discretion. Except as otherwise requested or approved by SITA, which approval is in SITA's sole and absolute discretion, the Supplier must cease all use of SITA's Intellectual Property, at of the earliest of:
  - (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) the date of rendering of the last of the Deliverables.
- (b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control.
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

**18. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

**19. FRONTING**

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA any form of fronting.
- (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the

accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### 20. BUSINESS CONTINUITY AND DISASTER RECOVERY PLANS

The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

#### 21. SUPPLIER DUE DILIGENCE

SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced / non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

#### 22. PREFERENCE GOAL REQUIREMENTS

- (a) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
- (b) The Bidder **must sustain, or improve** the company's **BBBEE Level** for the duration of the contract which will form part of the Contractual Agreement.
- (c) **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report indicating progress against the Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.
- (d) Bidders need to keep auditable substantive records / evidence and upon request by **SITA** must be made available for audit and, or due diligence purposes.
- (e) **SITA reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (f) **SITA reserves the right to** verify information / evidence provided by the Bidder.
- (g) **SITA reserves the right to introduce a penalty of 1% of the overall annual year spent by SITA for the prior year if the Bidder fails to comply to paragraphs (a), (b) and (c) above .**

### 4.3 DECLARATION OF COMPLIANCE

|                                                                                                                                                                  | ACCEPT ALL | DO NOT ACCEPT ALL |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| 23. The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 4 above by indicating with an "X" in the "ACCEPT ALL" column, OR |            |                   |

|                                                                                                                                                                                                                                                                                              | ACCEPT ALL | DO NOT ACCEPT ALL |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| <p>24. The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 4.2 above by -</p> <p>(a) Indicating with an “X” in the “DO NOT ACCEPT ALL” column, and;</p> <p>(b) Provide reason and proposal for each of the conditions that is not accepted.</p> |            |                   |
| <p><b>Comments by bidder:</b><br/> Provide reason and proposal for each of the conditions not accepted as per the format:<br/> Condition Reference:<br/> Reason:<br/> Proposal:</p>                                                                                                          |            |                   |

## 5. Bid Evaluation Stages

The bid evaluation process consists of four stages, according to the nature of the bid. A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

**Table 2: Bid Evaluation Stages**

| Stage   | Description                                 | Applicable for this bid YES/NO |
|---------|---------------------------------------------|--------------------------------|
| Stage 1 | Administrative responsiveness               | YES                            |
| Stage 2 | Technical Mandatory responsiveness          | YES                            |
| Stage 3 | Special Conditions of Contract verification | YES                            |
| Stage 4 | Price / Preference points                   | YES                            |

### 5.1 Administrative responsiveness (Stage 1)

#### 5.1.1 Attendance of briefing session

- (a) A non-compulsory virtual briefing session will be held via MS Teams on 26 April 2023 at 11h00.

#### 5.1.2 Registered Supplier

- (a) Only responses from bidders who are registered as a Supplier on National Treasury’s Central Supplier Database (CSD) in terms of National Treasury’s Instruction Note 4A of 2016/17 will be considered for award on this RFQ.

#### 5.1.3 Administrative Pre-Qualification Verification

- The bidder **must comply** with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if SITA is unable to verify whether the pre-qualification requirements are met, then SITA reserves the right to-**
  - Reject the bid and not evaluate it, or
  - Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

## 5.2 Technical mandatory requirements (Stage 2)

### 5.2.1 Instruction and evaluation criteria

- (a) The bidder must comply with ALL the requirements as per the Technical Mandatory Requirements below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- (b) The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response.
- (c) The bidder must comply with ALL the TECHNICAL MANDATORY REQUIREMENTS in order for the bid response to proceed to the next stage of the evaluation.

**Table 3: Technical Mandatory Requirements**

| <b>TECHNICAL MANDATORY REQUIREMENTS</b>                                                                                                                                   | <b><i>Substantiating evidence of compliance<br/>(used to evaluate bid)</i></b>                                                                                                                                                                                                       | <b><i>Evidence reference<br/>(to be completed by bidder)</i></b>                                                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| <b>(1) BIDDER CERTIFICATION / AFFILIATION REQUIREMENTS</b><br><br>The bidder must be an OSM/OEM or a registered OSM/OEM partner to provide a Mimecast products/ services. | Attach to ANNEX B a copy of a valid documentation (certificate or letter or licences) from OSM/OEM indicating that the bidder is a registered OSM/OEM partner to provide Mimecast products/services.<br><br><b>Note:</b> SITA reserves the right to verify the information provided. | <provide unique reference to locate substantiating evidence in the bid response – see Annex A section 1.1>      |
| <b>(2) PRODUCT / SERVICE FUNCTIONAL REQUIREMENT</b><br><br>The bidder must confirm compliance to the functional Product / Service requirements for the for Mimecast       | The bidder must confirm that they comply with the Product / Service Requirements by completing Point 3 - Requirements                                                                                                                                                                | <provide unique reference to locate substantiating evidence in the bid response – see Annex A, 1.2 and Point 3. |

## 5.3 DECLARATION OF COMPLIANCE

|                                                                                                                 | Comply | Not Comply |
|-----------------------------------------------------------------------------------------------------------------|--------|------------|
| The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that –              |        |            |
| (c) The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in SECTION 5.2 above; AND |        |            |
| (d) Each and every requirement specification is substantiated by evidence as proof of compliance.               |        |            |

## 5.4 Special Conditions of Contract (Stage 3)

Please refer to point 4.3

## 5.5 Price and Preference Points Evaluation (Stage 4)

### 5.5.1 Bid Pricing Schedule

- (a) Bidders must complete the bid pricing schedule in the Excel spreadsheet format provided and include this as part their submission.

### 5.5.2 Costing and Pricing Conditions

- (a) **South African Pricing** - The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (b) **Total Price**
  - (i) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - (ii) All additional costs as well as cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
  - (iii) All services, accessories, upgrades and options required by the solution or specified by the client must be included in the quoted price. If not included, suppliers will be required to supply these accessories at no cost to the client.
  - (iv) SITA reserves the right to negotiate pricing with the successful bidder prior to the award as well as envisaged quantities
- (c) **Time and Material**
  - (i) Time and Material Quotations will not form part of the total bid price. It will be based on an ad-hoc basis as and when required by the client.
- (d) These conditions will form part of the Contract between SITA and the bidder. However, SITA reserves the right to include or waive the condition in the Contract.
- (e) The bidder must complete the declaration of acceptance as per **par 4.5** below by marking with an "X" either "ACCEPT ALL", or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.
- (f) **BID EXCHANGE RATE CONDITIONS**

The bidders must use the exchange rate provided below to enable SITA to compare the prices provided by using the same exchange rate:

| Foreign currency | South African Rand (ZAR) exchange rate |
|------------------|----------------------------------------|
| 1 US Dollar      | R18,28                                 |
| 1 Euro           | R19,52                                 |
| 1 Pound          | R21,99                                 |

### 5.5.3 Declaration of Acceptance

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ACCEPT ALL | DO NOT ACCEPT ALL |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------------|
| <ol style="list-style-type: none"> <li>1. The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in <b>par 5.5 above</b> by indicating with an "X" in the "ACCEPT ALL" column, or</li> <li>2. The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in <b>par 5.5 above</b> by - <ol style="list-style-type: none"> <li>(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</li> <li>(b) Provide reason and proposal for each of the condition not accepted.</li> </ol> </li> </ol> |            |                   |
| <b>Comments by bidder:</b><br>Provide the condition reference, the reasons for not accepting the condition.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |                   |

## 6 Preference Requirements

- (a) The bidder must complete in full all the PREFERENCE requirements.
- (b) Allocation of points per requirements: The points allocation of bidders' responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence.
- (c) Points will be allocated for each **PREFERENCE requirement** as per the criteria set in each section in the **table** below.
- (d) **The bidder must provide a unique reference number** (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, SITA reserves the right to treat substantiation evidence that cannot be located in the bid response, as "NOT COMPLY". The evidence needs to be attached to **ANNEX A**.
- (e) **Preference Goal Requirements**
  - (i) The applicable Preference Point system for this tender and points claimed is 80/20.
  - (ii) The specific Preferential Goal Requirements for this tender is indicated in **Annexure A table 4 below**.
  - (iii) **Failure on the part of a bidder to complete both the 80/20 preference point systems and submit proof or documentation required in terms of this tender to claim preference points for the Preference Goal Requirements, will be interpreted to mean that preference points for specific goals are not claimed.**
  - (iv) The Bidder **must** indicate how they claim points **for each of the preference points** by signing at par 4.5 in the Invitation to Bid document.

- (v) The Bidder **must** provide a **Preferential Goals Plan (narrative document)** as well as an **Activity Plan** with clear milestones indicating the **commitment** by the Bidder for each of the Preferential Goals identified for this tender for the duration of the contact set in each section in **Annexure A table 5** below.
- (vi) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim preference points for the **Preference Goal Requirements** for this tender, will be interpreted to mean that preference points are not claimed.
- (vii) The Bidder's **commitment** for the **Preference Goal Requirements** in this tender will be **legally binding** and the Bidder needs to **perform against their commitment** for the duration of the contract which will form part of the Contractual Agreement.
- (viii) The Bidder **must sustain, or improve** the company's BBBEE Level for the duration of the contact which will form part of the Contractual Agreement.
- (ix) **Performance of Preference Goal Requirements will be determined annually.** Bidders must submit their Preference status report indicating progress against the Bidder's Preferential commitments within 30 days of the yearly anniversary of the contract.
- (x) Bidders need to keep auditable substantive records / evidence and upon request by **SITA/Department** must be made available for audit and, or due diligence purposes.
- (xi) **SITA/Department reserves the right to** require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA.
- (xii) **SITA reserves the right to** verify information / evidence provided by the Bidder.

## Annex A: Bidder substantiating evidence

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### 1 Technical Mandatory Requirement Evidence

#### 1.1 Bidder Certification / Affiliation Requirements

- (a) Attach a copy of a valid documentation (certificate or letter) from OSM/OEM indicating the bidder is a registered OSM/OEM partner to provide Mimecast products/ services

#### 1.2 Product / Service Functional Requirement

- (a) The bidder must confirm that they comply with the Product / Service Requirements by completing Point 3 – Requirements.

**NOTE (1):**

**SITA reserves the right to verify information provided.**

### 2 Preference Points Preferential Goals Evidence

- (a) Bidder to complete the table(s) below in terms of points claimed for the specific bid and must provide the required evidence justifying the points claimed.
- (b) The bidder must provide a copy of relevant proof of B-BBEE status level of contributor as defined in the Broad-based Black Economic Empowerment Act **and attach it here.**

**Table 4: B-BEE Points Allocation**

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 14                              |
| 4                                  | 12                              |
| 5                                  | 8                               |
| 6                                  | 6                               |
| 7                                  | 4                               |
| 8                                  | 2                               |
| Non-compliant contributor          | 0                               |

Table 5: Preferential Goal Requirements 80/20 Preference Points system

| Preferential Goal Requirements                                                                                                      | Points allocated | Example of Expected substantiating evidence                                                                                                                                                                                                                                                        | Number of points claimed | Substantiating evidence                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------------------------------------------------|
| The allocation of points for bidders that meet a certain B-BBEE level as defined in the Broad-Based Black Economic Empowerment Act; |                  | <p><b>Evidence:</b><br/>The Bidder must provide a copy of relevant proof of B-BBEE status level of contributor level as defined in the Broad-Based Black Economic Empowerment Act.</p> <p><b>Points allocation:</b><br/>Points will be allocated in accordance with the B-BBEE table in par. 3</p> |                          | <Provide unique reference to locate (80/20) preference point system substantiating evidence here>. |