

CONTRACT DATA

**A contract between
SENTECH, Sender Technology Park, Radiokop, Octave Road, Honeydew,
and**

For

**Appointment of a service provider for the delivery of Mimecast services- Cybersecurity
Resilience Foundation Plus Plan for a period of Three (3) years or 36 months**

Bid Number: SENT/048/2025-26

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PART C1: AGREEMENTS AND CONTRACT DATA –

Form of Offer and Acceptance Offer

Sentech, identified in the acceptance signature block, has solicited offers to enter into a contract for the **provision of Mimecast Services -Cyber Resilience Plus Plan Foundation for a period of 3 years (36 months) commencing from 1 April 2026 – 30 March 2029**

The Bidder, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, and by submitting this offer has accepted the conditions of the Bid.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the Bidder under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF APPLICABLE TAXES; (in the Bids applicable currency).

_____ (amount in words);

_____ (amount in figures)

NB: The Prices quoted above is the total Bid offer inclusive of all applicable costs, escalation and taxes for the Contract duration. The price must be carried over from the price breakdown / schedule of rates provided in the Bid document. In the event that there is a conflict between the amount in words and the amount in figures, the amount in words shall govern.

This offer may be accepted by Sentech by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Tender Data, whereupon the Bidder becomes the party named as the Bidder in the conditions of contract identified in the Contract Data.

Bidder's Signature(s) _____

Signed by the Bidder at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Capacity _____

Address (Domicillium)

Acceptance

By signing this part of this form of offer and acceptance, Sentech accepts the Bidder's offer. In consideration thereof, Sentech shall pay the Bidder the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the Bidder's offer by the signature by Sentech shall form an agreement between Sentech and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. Notwithstanding that there may be an ancillary Service Level Agreement ("SLA") concluded between Sentech and the Bidder after the conclusion of the Contract Data, the Contract Data is the primary contract document and is binding on the Bidder. In the event of any conflict between the Contract Data and such SLA, the terms and conditions in the Contract Data will take precedence over the terms and conditions in the SLA.

The Bidder acknowledges that any acceptance by Sentech of the Bidder's offer is based on representations made by the Bidder to Sentech, which have induced Sentech into entering this agreement with the Bidder. The Bidder further acknowledges and warrants that it has advised Sentech of any and all material facts upon which Sentech has been relied on in entering into this Agreement and that there are no adverse facts and/or circumstances relevant which could or would have had any bearing on Sentech's decision to enter into this Agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Bid schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from the said documents are valid unless contained in this schedule of deviations.

Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Sentech's Signature(s) _____

Signed by Sentech at _____ **on this the** _____ **day of** _____ **20** _____

Name(s) _____

Designation _____

SENTECH SOC LIMITED,
Sender Technology Park
Octave Road, Radiokop
Honeydew
Johannesburg

Date _____

Upon acceptance by Sentech of the Bidder's offer, a contract will come into existence.

SCHEDULE OF DEVIATIONS

Notes:

- 1 The extent of deviations from the Bid documents issued by the Sentech before the Bid closing date is limited to those permitted in terms of the conditions of Bid.
- 2 A Bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3 Any other matter arises from the process of offer and acceptance either as a confirmation, clarification or change to the Bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
- 4 Any change or addition to the Bid documents arising from the above agreements and recorded here shall also be incorporated into the Contract.

1. **Subject** _____

Details _____

2. **Subject** _____

Details _____

3. **Subject** _____

Details _____

4. **Subject** _____

Details _____

By the duly authorised representatives signing this schedule of deviations, Sentech and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and Sentech during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Contract Data

Part one - Data provided by Sentech given in all contracts

1. The Purchaser is

SENTECH SOC LIMITED,

Sender Technology Park
Octave Road
Radiokop
Honeydew
Johannesburg

2. General

The National Treasury General Conditions of Contract for goods and services (NT GCC, 2010) or General Conditions of Contract for Works (2015) as issued by National Treasury and the Construction Industry Development Board of the Republic of South Africa apply, respectively.

The goods are specified in the Scope of Work. The Special Conditions of Contract (SCC) are stipulated in the Tender Data.

3. Goods information:

The Goods Information is in the document called "Scope of Work" and in the documents and drawings referred to by it.

4. Terms of Delivery

The Terms of Delivery are contained in the General Conditions of Contract (GCC) and Special Conditions of Contract.

5. Language

The *language* of this contract is English.

6. Governing Laws and Jurisdiction

The Contract shall be governed by and interpreted according to the laws of the Republic of South Africa.

In the event of a conflict between or inconsistency in the laws applicable in the various provinces of the Republic of South Africa, the law as applied and interpreted in the Gauteng Province shall prevail.

The parties irrevocably submit to the exclusive jurisdiction of the South Gauteng High Court, Johannesburg in respect of any action or proceeding arising from this Bid.

This Bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the SCC are in conflict with the GCC, the SCC shall prevail.

7. Sub-contracting post award

A Bidder awarded a Bid may only enter into a subcontracting arrangement with the approval of Sentech. The successful bidder may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Bidder concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

8. Transformation Plan

A transformation plan is a record of activities an entity intends to undertake to improve its BBBEE Level through Ownership, Management and Control; Skills Development; Enterprise and Supplier Development and Socio-Economic Development.

Sentech reserves the right to request a BBBEE transformation plan with clearly defined timelines and milestones if the recommended bidder does not meet Sentech's transformation goals. These milestones must be achieved over the term of the contract. This transformation plan shall be submitted within 10 working days from the written request, failing which Sentech reserves the right to withdraw its appointment of the preferred recommended Bidder.

9. Warranty

The warranty period is 12 months after Delivery.

10. Payment

The method and conditions of payment are contained in the Tender Data, GCC and SCC.

The interest on late payment is 0 % per complete week of delay.

11. Rate of Exchange, Currency Fluctuations and Currency

All bid prices quoted shall be in South African Rands (ZAR). If prices are in a foreign currency, the rate of exchange quoted shall remain fixed throughout the term of the agreement. Bidders will bear the risk of and all cost/s associated with currency fluctuations, therefore Bidders shall be required to manage such risk in their bid price.

12. General - Prices

All prices shall be quoted in ZAR.

Unless written approval has been obtained from Sentech, no adjustment in contract prices will be made. Applications for price adjustment must be accompanied by documentary evidence in support of any adjustment.

13. Price Negotiations

Sentech reserves the right to negotiate market related prices and discounts. If market-related prices are not agreed to, Sentech reserves the right to terminate the negotiations and invite the next ranked Bidder for negotiations or cancel the Bid.

14. Liabilities indemnities and insurance

Insurance is required from the Bidder in respect of delivery and transportation where applicable.

15. Disputes

Should any dispute, disagreement or claim arise between the parties ("the dispute") concerning this Agreement, the parties shall try to resolve the dispute by negotiation. This entails one party inviting the other party to meet and attempt to resolve the dispute within fourteen (14) days from the date of the written invitation.

If the dispute has not been resolved by such negotiation as referred to in this clause above, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa ("AFSA") for administered mediation, upon the terms set out by the AFSA secretariat.

Failing such resolution, the dispute shall be resolved by arbitration in accordance with the rules and procedures of AFSA by an arbitrator appointed by AFSA. Where the arbitration route is followed, the dispute must be adjudicated within Johannesburg in the English language and finally resolved in accordance with the rules of AFSA, by an arbitrator or arbitrators appointed by that Foundation.

The provisions of this clause shall not preclude any party from obtaining relief from a Court of competent jurisdiction. To this extent, the Parties hereby consent to the jurisdiction of the South Gauteng High Court, Johannesburg, South Africa. The provisions of this clause shall continue to be binding on the Parties, notwithstanding any termination or cancellation of this Agreement.

16. Termination

Sentech shall have the right, at its sole and exclusive discretion, upon written notice to the Bidder, to terminate this Agreement, in whole or in part should the Bidder fail to perform any of its obligations or deliver any

deliverable timeously or should Sentech not be satisfied with the quality of any service/s in terms of this Agreement, to the satisfaction of Sentech.

Sentech shall furthermore have the right, as a result of such termination, to appoint a third party to perform the obligations of the Bidder in terms of the Agreement and the Bidder indemnifies Sentech against all costs incurred by Sentech in appointing such third party to fulfil the obligations of the Bidder.

Sentech shall have the right, at its sole and exclusive discretion, to terminate this Agreement, at any time, upon 30 (thirty) days' written notice to the Bidder.

17. Contract Term

This Agreement will run for a period of **36 months from 1 April 2026 – 31 March 2029**

This Agreement may be extended by agreement between Sentech and the successful Bidder prior to the expiration of the Agreement should this be required.

18. Supplier Due Diligence

Sentech reserves the right to conduct supplier due diligence at any time pre, during and post the contract period. This may include announced or unannounced site visits.

19. Cession

Sentech shall be entitled to cede, delegate, assign, charge, transfer or otherwise dispose of this Agreement or any rights or obligations therein in whole or in part, upon prior written notice to the Bidder.

20. Monitoring and Evaluation

The service delivery and performance of the Bidder will be monitored and evaluated by Sentech at all relevant times. In the event that the Bidder defaults in any manner or form, Sentech reserves the right to blacklist the Bidder on the National Treasury Database of Prohibited Suppliers and Tender Defaulters, and to take such further steps as may be warranted in the circumstances which steps shall be determined at Sentech's sole and exclusive discretion.

21. Protection of Personal Information Act No. 4 of 2013 ("POPI")

Sentech is POPI compliant and the Bidder will ensure that it conducts itself within the prescripts of the prescribed legislation.

Should Sentech need to collect Personal Information by law or in consideration of the Tender, and the Bidder fail to provide the Personal Information when requested, Sentech may refuse to accept the relevant services from the Bidder, and the Bidder will be notified in this event.

By agreeing to the terms of this Agreement, the Bidder voluntarily authorizes Sentech to process its' personal information (including its' name, credit card & banking details, physical address, telephone numbers, reference letters & any other information it has provided to Sentech) for purposes of Tendering and contracting.

The Bidder consents to the transfer of such personal information to third parties.

This consent is effective immediately and will endure until the relationship between the Bidder and Sentech has been terminated.

The Bidder indemnifies and holds Sentech harmless against any loss, whether direct or indirect, arising out of the failure to process any of its' personal data in accordance with applicable laws.

22. Delay damages

As stipulated in the Special Conditions of Contract.

Sentech's Representative is

Name: Mr. Zunaid Adams

Address: **SENTECH SOC LIMITED**

Sender Technology Park
Octave Road
Radiokop
Honeydew
2040
Johannesburg

Tel No. 011 471 4400

Sentech's Representative is the Executive: Legal and Regulatory.

Contract Data

Part two - Data provided by the Bidder

Statements given in all contracts

The Bidder is:

Name _____ Address

a company / close corporation / partnership duly incorporated in accordance with the laws of the Republic of South Africa.

PART C2: PRICING DATA

Price List

Product Description	Description	Rate	Total
M365 - Cyber Resilience Foundation Plus @ 650 seats	Relentless protection for your Microsoft investment. The Protect Plus Plan secures your brand from being used in attacks, provides a multilayered defence of your email communication, including the Mimecast Secure Email Gateway, Targeted Threat Protection, Browser Isolation, AI powered identity graphing and a comprehensive set of remediation capabilities. It also includes Continuity and Sync & Recover to help avoid cyber disruption.		
Cloud Archive	Email archive with eDiscovery and regulatory compliance workflows including tools for finding and managing information easily, ensuring legal compliance, and safeguarding your data with bottomless, immutable storage for up to 99 years		
Advanced Support	Advanced Support includes access to Portal, Mimecast Customer Community, Knowledgebase, Administration Console, Educational Resources and 24* 7 Telephony Support. Incident Manager and War-Room provision		
DMARC Analyzer	DMA Managed Service for customers with 650 seats		
Exit Management Plan	This Exit Management Plan ensures a seamless and controlled transition at the end of the contract period, whether the services are transferred back to Sentech or to an alternative service provider. The objective is to minimise operational disruption, retain service continuity, and ensure that all information, configurations, and documentation are handed over in a complete, accurate, and secure manner. The exit strategy should be costed based on 52 estimated hours of transition, documentation, decommissioning, and knowledge transfer activities.		
Awareness Training	Security Awareness Training, including an on-demand content library, phishing simulation, assessments, reporting, and risk scoring.		
		Sub Total	
		Vat 15%	
		Total (Including vat)	

PART C3: SCOPE OF WORK

SENTECH'S GOODS INFORMATION

1. TECHNICAL REQUIREMENTS

1.1. Glossary of Terms

Abbreviations	Descriptions
DMARC	Domain Based Message Authentication, Reporting and Conformance
DKIM	DomainKeys Identified
SPF	Sender Policy Framework
AD	Active Directory
URL	Uniform Resource Locator
OWA	Outlook Web-based Access
ETR	Exchange Transport Rules
EOP	Exchange Online Protection
EDR	Endpoint detection and Response
ITIL	Information Technology Infrastructure Library
SIEM/SOAR	Security Information and Event Management/Security Orchestration, Automation and Response
SLA	Service Level Agreement

2. INTRODUCTION

This Scope of Work defines the support and maintenance services for the Sentech's existing Mimecast deployment, integrated with Sentech's email footprint. The service provider will deliver ongoing operational support, monitoring, incident response, and optimization for Mimecast security services and email authentication controls (DMARC, DKIM, SPF).

The environment is fully deployed; this engagement focuses on sustaining operations, improving resilience, and strengthening the email security posture.

3. Objectives

- ✓ Maintain seamless and secure mail flow between Sentech and external/internal stakeholders.
- ✓ Provide ongoing support for Mimecast policies, mail routing, and security controls
- ✓ Monitor and maintain the health of DMARC, DKIM, and SPF authentication
- ✓ Detect and resolve email delivery issues or security incidents
- ✓ Ensure configurations remain aligned with Microsoft 365 and Mimecast best practices
- ✓ Provide proactive recommendations to strengthen email security
- ✓ Maintain current archiving feature of 99 Years

4. Services In Scope

The service provider will:

- Resolve mail delivery issues between Sentech's mail footprint and internal/external stakeholders.
- Support Directory Synchronization (**Azure AD/On premise AD to Mimecast**)
- Maintenance of the following features;
 - Anti-spam and anti-malware filtering
 - Impersonation protection

- URL Protect and Attachment Protect
- Secure Messaging
- Mimecast for Outlook add-in (desktop + OWA)
- Monitor Mimecast queues, connection, and latency issues
- Troubleshoot Sentech email footprint to Mimecast connector failures
- Verify mail routing through Exchange Online Transport Rules (ETRs)
- Maintain current archiving feature of 99 Years.
- Provide an exit strategy/ performing migration as and when required, whereby the data/email format is usable as per the requirement at that point in time.
- Re-architecting Sentech's email flow

4.1 Maintenance and Policy Administration

The provider will maintain and optimize the environment by:

- Reviewing and updating Mimecast policies:
 - Anti-spam, anti-malware, and phishing
 - Impersonation protection
 - Content filtering
 - Secure messaging rules
 - Attachment and URL protection
- Maintaining and updating Transport Rules in Sentech's email footprint for correct Mimecast routing
- Ensuring Directory Sync alignment with Azure/On prem AD groups, distribution lists, and permissions.
- Managing administrator roles and access to the Mimecast portal.
- Reviewing Mimecast and Microsoft 365 release notes for relevant updates

4.2 DMARC, DKIM, and SPF Support (Sentech mail Footprint)

SPF

- Ensure SPF record includes:
 - Alignment with Sentech's email footprint
 - Necessary third-party senders
 - Mimecast senders
- Monitor for record length limits and flatten where necessary

DKIM

- Monitor DKIM health in Sentech email footprint (rotating selectors as needed)
- Validate DKIM signing for all outbound Sentech email
- Ensure Mimecast DKIM selectors remains valid

DMARC

- Monitor DMARC alignment for Sentech's email and third-party senders
- Analyse daily/weekly DMARC reports
- Identify and address spoofing attempts
- Provide monthly DMARC compliance reports and improvement recommendations.

4.3 Proactive Monitoring & Optimization

The provider will:

- Monitor for phishing, spoofing, spam, and malware attacks
- Review Threat Dashboard data
- Identify anomalies in inbound/outbound mail patterns
- Recommend adjustments to EOP/EDR policies

- Hardening Sentech's anti-phishing policies to avoid conflicts with Mimecast
- Ensuring ETR bypass rules remain correct
- Tuning Mimecast Impersonation Protect based on threat patterns

4.4 Change Management

The provider will support approved changes including:

- Adjusting connectors (inbound/outbound)
- Updating Mimecast routing rules and domain settings
- Updating SPF records due to new M365 or third-party senders
- Adding new accepted domains in M365/On prem + Mimecast if necessary
- Changing DKIM selectors in Sentech's footprint when needed
- Updating Mimecast policy sets (based on business requirements)
- All changes follow the Sentech's standard change management practice in line with the ITIL Framework.
- If necessary, provide an exit strategy as and when required, whereby the data/email format is usable as per the requirement at that point in time

4.5 Reporting & Reviews

Monthly Report

- Summary of incidents and resolutions
- Mail flow performance (Mimecast + M365/On prem logs)
- Threat detection statistics
- DMARC/DKIM/SPF status and alignment report
- Policy change log

Quarterly Review

- Review of Mimecast configuration
- Review of Sentech email hygiene
- Security posture and threat trend analysis
- Recommendations for improvements or policy changes
- Review of ongoing incidents and problem trends

4.6 Security Awareness Training Capability

The Service provider will provide relevant training content for end user;

- Best-practice, micro-learning approach
- Employee and organizational risk-scoring
- New content delivered 12 to 15 times a year
- Real-life phishing testing

4.7 Identity and Social Graphing

- AI-powered email warning banners, updated in real-time across devices
- Anomaly detection to block sophisticated attacks
- Embedded email tracker removal to limit attacker reconnaissance

4.8 Out of Scope

The following activities are excluded unless added as a change request:

- Re-implementing Mimecast
- Third-party SIEM/SOAR integration not currently deployed
- Non-email Microsoft 365 security services (unless added)

5. Responsibilities

5.1 Service Provider

- ✓ Deliver continuous support and maintenance services
- ✓ Monitor and troubleshoot Mimecast to M365/On prem issues
- ✓ Work with Microsoft and Mimecast support when advanced escalation is required
- ✓ Provide reporting, recommendations, and documentation as and when required
- ✓ Ensure configurations follow industry best practices
- ✓ Formulate an engagement framework in collaboration with Sentech.
- ✓ Provide a templates for phishing simulations
- ✓ Facilitation of the Cybersecurity War room – that is a central and coordinated space, either virtual/physical, created during a cyber incident to ensure the resolution of incidents and threat containment. The War- Room will be effected when the following is experienced. These include the ff but not limited ;
 - Ransomware
 - Data breaches
 - Email compromise
 - DDoS attacks
 - Insider threats
 - System outages linked to security issues
- ✓ Provision of a Technical Incident commander (resource) to assist in managing the and facilitating incident resolution. Make rapid decision, track recovery progress and communicate to Sentech’s stakeholders(internally/externally)

5.2 Sentech

- Maintain administrative access to the Mimecast Portal
- Provide timely approvals for change requests
- Provide escalation contacts for incidents
- Conduct phishing simulations internally.

6. Service Levels

Priority	Example Description	Response Time	Resolution/Workaround Time
P1	Mail flow down/Mimecast Service Inaccessible/Major filtering/Any Security related incident	30minutes	2hours
P2	Service degradation/Latency issues	1hours	4hours
P3	Standard Incident(Mimecast Plugin not working for single user/Incorrect Email Classification)	1business day	3-5business days
P4	Minor Requests/Enhancements	1 business day	5-10 business days

7. Deliverables

- Monthly operational and security reports
- Monthly service review meetings
- Quarterly review meetings and improvement recommendations
- Comprehensive Reports: Incident Report and/or Problem Report
- Support and continuously maintain Mimecast and Sentech configuration
- Monthly DMARC/SPF/DKIM health summaries

8. Performance Evaluation Criteria

The service is considered successfully delivered when:

- Mimecast and Sentech mail flow operates reliably
- All incidents are resolved per SLA
- Incident/Problem resolution report provided for all P1 and P2 incidents with identifiable preventative measures.
- Changes log summary for all Infrastructure changes implemented.
- Monthly/quarterly and adhoc reports are provided.
- Email authentication (DMARC, DKIM, SPF) remains stable
- No unresolved incidents/ requests remain open
- Client has formally accepted the service
- Engagement framework is establish and signed by all parties.