



TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION CONTRACT RENEWAL FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS

BID REF: NDA07/CS01/21

BRIEFING SESSION	A COMPULSORY BRIEFING SESSION WILL BE HELD ON THE ON THE 08th NOVEMBER 2021 at 10:00.
VENUE	MICROSOFT TEAMS: Bidders who are interested in joining the compulsory briefing session MUST send their e-mail addresses to: MuziM@nda.org.za by 09h00 on the 08 th November 2021 so that a link can be sent to them for joining the Microsoft Teams meeting.
CLOSING DATE	<u>15th November 2021</u>
CLOSING TIME	12H00
SUBMISSION OF DOCUMENTS	<p>All proposals must be delivered at the NDA Head Office on or before the closing date and time. The Head Office address is 26 Wellington Road, Parktown, Johannesburg, 2193. Submissions must be strictly submitted inside the tender box, which is at the main entrance and accessible 24/7.</p> <p><i>Service providers outside of Gauteng are advised to send their documents by courier. NDA will not take responsibility for documents sent via postal services.</i></p>

TOR-MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION CONTRACT RENEWAL OVER A PERIOD OF 36 - MONTHS

SUPPLIER ENVELOPES	The supplier's envelope/s MUST clearly have the description: " MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION CONTRACT RENEWAL OVER A PERIOD OF 36 – MONTHS ".
	<p>A TWO-ENVELOPE system will be used for the submission of bids:</p> <p>Commercial Envelope This envelope must contain price quotations plus all the mandatory documents as listed in section 9 of this document.</p> <p>Technical Envelope This envelope must contain all info listed in section 4 of this document.</p>
LATE BIDS	Bids received after the closing date and time will not be accepted for consideration and where practicable, will be returned unopened to the Bidder(s).
<p>Contact person for Commercial Queries is Ms Elizabeth Mngqabashe or Muzi Matsenjwa on 011 018-5546/5562 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to ElizabethM@nda.org.za/MuziM@nda.org.za.</p> <p>Contact person for Technical Queries is Mr Thabang Moloi on +27 72 435 0832 or Thabangm1@nda.org.za</p>	

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OVERVIEW OF NDA

The National development Agency is a public entity listed under Schedule 3A of the Public Finance Management Act (PFMA). It was established in terms of the National Development Agency Act No 108 of 1998 as amended.

Our mandate

In terms of the National Development Agency (NDA) Act (Act No 108 of 1998 as amended), NDA was mandated to contribute towards the eradication of poverty and its causes by granting funds to civil society organizations (CSOs) to:

- Implement development projects in poor communities, and
- Strengthen the institutional capacity of other CSOs that provide services to poor communities.

Impact Statement:

Reduced levels of poverty in South Africa.

Mission:

A premier development agency that coordinates and integrates development initiatives to break the cycle of poverty in the country.

Vision:

Championing development for a society free from poverty.

Organisational values:

- Integrity
- Accountability and Responsibility
- Transparency
- Respect
- Ubuntu
- Innovation
- Excellence

1. BACKGROUND

The National Development Agency (NDA) is a public entity entrusted with the mandate to contribute towards eradication of poverty and its causes by providing financial and non-financial assistance to Civil Society Organizations involved in direct service provision to poor communities throughout South Africa.

The NDA currently has the **MIMECAST EMAIL MANAGEMENT SYSTEM CONTRACT** for a total of 274 users. Mimecast identifies this particular contract as **Mimecast M2A** (Part Number M_M2A_50_M) with **LCS – Bronze** (1 Permitted user).

NDA account code with Mimecast is **CSA53A115**

The **Mimecast M2A** is described as Targeted Threat Protection (URL, attachment and impersonation), base level and compliance security, Email continuity and 99 archive

LCS – Bronze is described as a subscription with access to online support, enhanced support during the implementation and access to the online community.

2. PURPOSE OF THE BID

The purpose of the bid is to solicit proposals from a suitable bidder to renew the current contract, support and maintenance for Mimecast Unified Email Solution to the NDA over a period of 36-months:

2.1. Specifications

Mimecast Unified Email Management System Contract renewal for 36 Months. The current contract type and requirements to stay the same as indicated on the **BACKGROUND** paragraph 2.

Bidders to respond in the following way:

- Demonstrate the ability to understand and adhere to specifications or requirements with respect to the element(s) concerned;
- Demonstrate the track record with respect to the element(s) concerned;
- Demonstrate compliance with the Agency's requirement

3. SCOPE OF WORK

There is no actual physical work, configuration or administration required or expected from the successful bidder as the solution is in place already. All that is required is renewing and management of the current/existing contract.

**** Note that any support calls required by NDA will be done direct with Mimecast****

3.1. Contract renewal

The service provider is expected to renew the NDA Mimecast Unified Email solution for 274 users for a period of 36 months.

4. TECHNICAL EVALUATION (PHASE 1)

4.1. Technical Evaluation will be scored as follows:

Description		Weight
Mimecast Email Management System	<ul style="list-style-type: none"> Ability to renew the contract for 274 users over a period of 36 month <p>The bidder must adhere to all the requirements stated. Tender response must show the Contract type, Part number, Contract information and the NDA account number indicated on the BACKGROUND paragraph 2 and 3</p> <p><i>Failing to adhere to the NDA requirements will result in the scoring of a Zero</i></p>	70
Bidder/Company Experience	<p>The bidding company should illustrate experience in the Mimecast Unified Email Management solution. A company profile must be attached indicating years of experience in Mimecast.</p> <ul style="list-style-type: none"> Five (5) or more years' experience in Mimecast Unified Email Solution = 10 points Less than 5 years = 5 points 	10
Company Track Record	<p>Bidders are requested to provide contactable reference letters where the Mimecast Unified Email Solution was successfully implemented or supported in the last five (5) years. <i>(Each letter must be dated, signed on a client letterhead with contactable details and the Mimecast related service provided in the last 5 years)</i></p> <p>4 reference letters= 20 points 3 reference letters = 15 points 2 reference letters = 10 points Less than two (2) letters =0 points</p>	20
Minimum Qualifying score		70
Total Score		100

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5. COMMERCIAL EVALUATION (PHASE 2)

- 5.1. Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 preference points system as prescribed in the Preferential Procurement Policy Framework Act (PPPFA, Act 5 of 2000). The lowest acceptable bid will score 80 points for price and maximum of 20 points will be awarded for attaining the Broad-Based Black Economic Empowerment (B-BBEE) status level of contribution.
- 5.2. The bid proposals received will be evaluated in two (2) phases. On the first phase bids will be evaluated on functionality and on the second phase in accordance with the 80/20 preference points system respectively.
- 5.3. Bid proposal must score a minimum of seventy (70) points or more out of hundred (100) points on functionality in order to qualify for advancement to the next phase of evaluation. Second phase, a bid proposal scoring less than 70 out of 100 will not be considered for further evaluation and will be disqualified.
- 5.4. Phase two: During this phase, bid proposals that passed the first phase will be further evaluated based on the 80/20 preference points system in accordance with the PPPFA Act, where 80 points will be attained in respect of price (the lowest acceptable bid will score 80 points and bidders that quoted higher prices will score lower points for price on a pro-rata basis) and 20 points will be awarded for attaining the Broad-Based Economic Empowerment (B-BBEE) status level of contribution in accordance with the table below:

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

- 5.5. In order to claim the B-BBEE Status Level of Contributor, bidders must submit Sworn Affidavits or original and valid B-BBEE Status Level Verification Certificates or certified copies thereof, issued by accredited Verification Agencies such as SANAS or Registered Auditor approved by the IRBA together with their bids, to substantiate their B-BBEE claims. Exempted Micro Enterprises must submit a letter from the Accounting Officer who is appointed in terms of the Close Corporation Act.
- 5.6. Bidders who do not submit B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.
- 5.7. Bidders are requested to complete the preference claim form (SBD 6.1) in order to claim preference points.
- 5.8. A tender will be awarded to the tenderer who scored the highest total number of points in terms of the preference point systems (price and B-BBEE points). It should be noted that the NDA reserves the right not to appoint any bidder and no bidder will be reimbursed for any costs incurred whilst participating in this bid.

6. PRICING

- 6.1. Bidders must submit a detailed cost breakdown for all applicable costs e.g. Initial setup costs, monthly costs, and any other applicable costs. All prices submitted must be inclusive of VAT
- 6.2. Bidders must indicate if their prices will be fixed and firm for the duration of the proposed contract period, if not, the proposed escalations should be clearly indicated.
- 6.3. Bidders must ensure that the quotes submitted have no arithmetic errors as NDA will not rectify any errors and no adjustments to quotations received will be permitted.
- 6.4. Bidders will carry the responsibility of ensuring that the proposals submitted have been signed by a duly authorised person. Should it be established after the submission of proposals that the signatory authorising the proposal is not legally appointed by the service provider, the offer/proposal will be disqualified from the evaluation process.
- 6.5. All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.

6.6. A two-envelope system will be used for the submission of proposals.

7. TENDER VALIDITY

All submitted bids must be valid for 150-days from the closing date of this bid.

8. NDA PAYMENT TERMS

Invoices will be paid 30-days from the date of submission and approval.

9. MANDATORY DOCUMENTS

- 9.1. Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report.
- 9.2. Company registration documents (CIPC).
- 9.3. A letter/resolution authorising the person signing the bid documents and contracts.
- 9.4. All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, SBD2, SBD4, SBD6.1 SBD 3.1 and relevant Annexure, SBD8 and SBD9) declaration forms, together with their proposals.
- 9.5. Valid OSM (Original Software Manufacture) accreditation and/or certification as the distributor for Mimecast Unified Email Management Solution.

Failure to complete and submit any of the attached documents will result in immediate disqualification.

10. CENTRAL SUPPLIER DATABASE

- 10.1. The NDA will not appoint any supplier who is not registered as a prospective supplier on the central supplier database as required in terms of National Treasury Circular No. 3 of 2015/2016 and National Treasury SCM Instruction note 4 of 2016/2017

11. CONTRACT AWARD

A binding contract will be signed after both parties have fully agreed to the scope of work and all terms and conditions. The NDA legal department will develop a draft contract that shall be used as basis to finalise contract terms and conditions.

12. DISCLAIMER

- 12.1. Whilst all due care has been taken in connection with the preparation of this bid, the NDA makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current or complete. The NDA, and its officers and employees will not be liable with respect to any information communicated which is not accurate, current or complete.
- 12.2. If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the NDA (other than minor clerical matters); the bidder must promptly notify NDA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the NDA an opportunity to consider what corrective action is necessary (if any).
- 12.3. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the NDA will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.
- 12.4. No representations made by or on behalf of NDA in relation to this bid will be binding on the NDA unless that representation is expressly incorporated into the contract ultimately entered into between NDA and the successful bidder.

13. ADDITIONS AND AMENDMENTS TO THE BID

- 13.1. The NDA reserves the right to change any information in, or to issue any addendum to this bid before the closing date and time. The NDA its officers and employees will not be liable in connection with either the exercise of, or failure to exercise this right.
- 13.2. If the NDA exercises its right to change information in terms of clause 13.1 all amendments will be communicated to all bidders.

14. CONTENT PAGE

- 14.1. Participating bidders are required to submit a detailed content page that clearly state (**cross-reference**) where each technical requirement as per section 4.1 of this document is placed in their bid documents. Any additional information that we might have been missed must be clearly referenced in the content page.

15. PRICE NEGOTIATIONS

As guided by the Implementation Guide Preferential Procurement Regulations, 2017 of the PPPFA, Act No.5 of 2000, 19.2; the award of this tender may be subjected to price negotiation with the preferred tenderers.

16. SPECIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- 16.1 To accept part of a tender rather than the whole tender.
- 16.2 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 16.3 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 16.4 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 16.5 Award to multiple bidders based either on size or geographic considerations.

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17. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. NDA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to NDA, or whose verification against the Central Supplier database (CSD) proves non-compliant. NDA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

18. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. NDA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.