



TERMS OF REFERENCE

THE APPOINTMENT OF A SERVICE PROVIDER FOR MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION AND DMARC IMPLEMENTATION CONTRACT RENEWAL FOR THE NATIONAL DEVELOPMENT AGENCY OVER A PERIOD OF 36 - MONTHS **BID REF: NDA15/IT02/24**

BRIEFING SESSION	NO BRIEFING SESSION WILL BE HELD
VENUE	N/A
CLOSING DATE	08/11/2024
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>
SUPPLIER ENVELOPES	<p>The supplier's envelope/s MUST clearly have the description: "THE APPOINTMENT OF A SERVICE PROVIDER FOR MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION AND DMARC IMPLEMENTATION CONTRACT RENEWAL FOR THE NDA OVER A PERIOD OF 36 MONTHS".</p>

TOR-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).

Contact person for Commercial Queries is **Ms Kedibone Sathekge** or **Ms Thembi Raulinga** on 011 018-5635/5908 between 08h30 to 17h00 on weekdays. Queries can also be sent in writing to [kedibones@nda.org.za/](mailto:kedibones@nda.org.za) ThembiR@nda.org.za.

Contact persons for Technical Queries are:

1. Mr Thabang Moloi on +27 72 435 0832 or Thabangm1@nda.org.za
2. Mr Sbusiso Hlaba on +27 73 881 7040 or SbusisoH@nda.org.za

TABLE OF CONTENTS

1. OVERVIEW.....	4
2. BACKGROUND.....	5
3. PURPOSE OF THE BID.....	5
4. SCOPE OF WORK.....	6
5. TECHNICAL EVALUATION (PHASE 1).....	7
6. COMMERCIAL EVALUATION (PHASE 2).....	8
7. JOINT VENTURES, CONSORTIUMS AND TRUSTS.....	9
8. PACKAGING OF THE BID DOCUMENTS.....	10
9. PRICING.....	11
10. TENDER VALIDITY.....	11
11. NDA PAYMENT TERMS.....	11
12. MANDATORY DOCUMENTS.....	12
13. CENTRAL SUPPLIER DATABASE.....	12
14. CONTRACT AWARD.....	12
15. DISCLAIMER.....	12
16. ADDITIONS AND AMENDMENTS TO THE BID.....	13
17. CONTENT PAGE.....	13
18. ETHICS AWARENESS TO SERVICE PROVIDERS.....	14

1. OVERVIEW OF NDA

1.1. The National Development Agency (NDA) reports to Parliament through the Department of Social Development. The NDA is classified as a public entity under schedule 3A of the Public Finance Management Act, 1999 (Act No. 1 of 1999), and was established in November 1998 by the National Development Act, 1998 (Act No. 108 of 1998) (NDA Act) as government's response to the challenge of poverty and its causes in South Africa.

1.2. The NDA derives its mandate from the National Development Agency Act, 1998 (Act No. 108 of 1998). In terms of the Act, the primary objective of the NDA is to contribute towards the eradication of poverty and its causes by granting funds to CSOs for the purposes of:

- a) carrying out projects or programmes aimed at meeting the development needs of poor communities; and
- b) strengthening the institutional capacity of other CSOs involved in direct service provision to poor communities.

1.3. The secondary objects of the NDA in terms of the Act are-

(a) to promote-

- i. consultation, dialogue and sharing of development experience between CSOs and relevant organs of State; and
- ii. debate on policy development

(b) to undertake research and publication aimed at providing the basis for development policy.

1.4. The NDA plays a critical role in contributing towards poverty eradication. Through the Act and various policies, the NDA contributes to – but is not limited to – the advancement of economic development, social cohesion, access to basic human rights and skills development. This contribution of the NDA supports the National Development Plan (NDP) 2030 outcomes for a greater and better South Africa.

Mission:

Facilitate development of poor and underdeveloped communities in a coordinated and integrated manner through the District Development Model (DDM) to make them self-reliant and self-sufficient.

Vision:

A society free of poverty, unemployment, and social ills.

Organisational values:

- Integrity
- Accountability and Responsibility

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

- Transparency
- Respect
- Ubuntu
- Innovation
- Excellence

2. BACKGROUND

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.

3. 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 and to implement a DMARC (Domain-based Message Authentication, Reporting, and Conformance) solution to the NDA over a period of 36 months:

3.1. 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

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

4. SCOPE OF WORK

The service provider is expected to renew and manage the existing Mimecast contract and additionally implement and a DMARC solution. This involves both ongoing contract management and specific technical work related to DMARC configuration, monitoring, and training.

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

4.1. Contract renewal

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

4.2. DMARC Implementation

Mimecast's DMARC feature helps protect an organization's email domain from being used by scammers or spammers to send fake emails, often for phishing attacks.

The service provider is required to implement a DMARC solution that will include:

- 4.2.1. Setup and configuration of DMARC policies for NDA's domains.
- 4.2.2. Monitoring and reporting on DMARC compliance.
- 4.2.3. Continuous updates and maintenance of DMARC records based on email delivery reports and security requirements.
- 4.2.4. Providing training to NDA staff on interpreting DMARC reports and making necessary adjustments.

5. TECHNICAL EVALUATION (PHASE 1)

5.1. 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 (Section 4.1). <p><i>Signed written confirmation is required. Failing to adhere to the NDA requirements will result in the scoring of a Zero.</i></p>	10
	<ul style="list-style-type: none"> Tender response must show the Contract type, Part number, Contract information and the NDA account number indicated on the Background section 2. <p><i>Provide partner certificate as confirmation. Failing to adhere to the NDA requirements will result in the scoring of a Zero.</i></p>	10
	<ul style="list-style-type: none"> The bidder must adhere to all the requirements stated and bidder will be allocated ten (15) point each from (Section 4.2.1 to 4.2.4) <p><i>Failing to adhere to the NDA requirements will result in the scoring of a Zero.</i></p>	60
DMARC Implementation and experience	<p>Bidders must demonstrate experience in successfully implementing DMARC solutions, including providing reference projects where similar implementations were carried out.</p> <p>Bidders should provide a company profile illustrating their experience in both the Mimecast Unified Email Management solution and DMARC implementation. The profile must indicate the number of years of experience in these areas, with higher points awarded for extensive experience. Specifically:</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

Description		Weight
Company Track Record	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.</i> 2 reference letters = 10 points Less than two (2) letters =0 points	10
Minimum Qualifying score		80
Total Score		100

6 COMMERCIAL EVALUATION

- (a) Bids will be evaluated in accordance with the NDA's Supply Chain Management Policy and Preferential Procurement Policy, 2023, 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 (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).
- (b) 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.
- (c) Bid proposal must score a minimum of eighty (80) points 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 eighty (80) out of 100 will not be considered for further evaluation and will be disqualified.
- (d) 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), 10 points will be awarded for Enterprises owned by black people, 4 points for enterprise located in a specific Rural/Underdeveloped/Township (should the required locality merely be the Province, the full points will be applied to the Province), 2 points for Enterprises owned by black African women, 2 points for Enterprises owned by black African youth and 2 points for Black African with disability. The CSD I AM register report will be used to allocate points and the (80/20 system) will be applied in accordance with the table below:

Specific Goal	Number of points (80/20 system)
---------------	---------------------------------

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

Enterprises owned by black people (<i>must be included as a specific goal</i>)	<p style="text-align: center;">10 points</p> <p style="text-align: center;">% shareholding by black people will determine the points</p>
<p>Enterprises located in a specific:</p> <ul style="list-style-type: none"> • Rural / Underdeveloped/Township <p>for work to be done or services to be rendered in that area.</p> <p><i>(SBD 1 or proof of address must be completed and submitted with full location).</i></p>	<p style="text-align: center;">4 points</p> <ul style="list-style-type: none"> • Rural/Underdeveloped/Township/: = 4 points <p>Should no declaration or proof be supplied, the bidder will score zero but will not be disqualified.</p> <p>Should the required locality be the Province, the full points will be applied to the Province.</p> <p><i>Points will be given if the enterprise has its registered head office or registered operational office in that location</i></p>
<ul style="list-style-type: none"> • Enterprises owned by black African women. 	<p style="text-align: center;">2 points</p> <p style="text-align: center;">% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> • Enterprises owned by black African youth. 	<p style="text-align: center;">2 points</p> <p style="text-align: center;">% shareholding by the targeted group will determine the points that are scored</p>
<ul style="list-style-type: none"> • Enterprises owned by black African with disability 	<p style="text-align: center;">2 points</p> <p style="text-align: center;">% shareholding by the targeted group will determine the points that are scored</p>

(e) The highest ranked bidder will be awarded the bid. It should be noted also that the NDA reserves the right not to appoint any service provider and no service provider will be reimbursed for any costs incurred whilst participating in this bid.

7 JOINT VENTURES, CONSORTIUMS AND TRUSTS

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity if the entity submits their consolidated B-BBEE scorecard as if they were

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

a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The NDA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

When bidding through a Joint Venture, the Joint Ventures must submit a Consolidated B-BBEE certificate if it is not an incorporated entity when responding to tenders. This means that the bidder will have to obtain a new B-BBEE certificate for the Joint Venture, which consolidates each participant's B-BBEE status level.

8 CLIENT BASE

The NDA reserves the right to contact references during the evaluation and adjudication process to obtain information.

9 PACKAGING OF THE BID DOCUMENTS

The bidder shall place both the sealed Technical Proposal and Price/ Commercial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

9.1. Functionality/Technical Envelope

Bid Ref: NDA15/IT02/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION AND DMARC IMPLEMENTATION CONTRACT RENEWAL FOR THE NDA OVER A PERIOD OF 36

Bid closing date and time: **08 November 2024 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid as per Section 6 of this document.

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

9.2. Pricing/Commercial Envelope

Bid Ref: NDA15/IT02/24

THE APPOINTMENT OF A SERVICE PROVIDER FOR MIMECAST UNIFIED EMAIL MANAGEMENT SOLUTION AND DMARC IMPLEMENTATION CONTRACT RENEWAL FOR THE NDA OVER A PERIOD OF 36

Bid closing date and time: **08 November 2024 at 12h00**

Name and address of the bidder:

In this envelope, the bidder shall only provide the price/commercial proposal, and the Mandatory documents outlined in section 14 of this document.

10 PRICING

- (a) 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.
- (b) 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 indicated.
- (c) 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.
- (d) 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.
- (e) All prices submitted should be typed in black ink or written in pen, proposals written in pencil will not be accepted and evaluated.
- (f) A two-envelope system will be used for the submission of proposals.

11 TENDER VALIDITY

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

12 NDA PAYMENT TERMS

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

Invoices will be paid 30-days from the date of submission and approval. All invoices must be sent to the following e-mail address: ictaccounts@nda.org.za

13 MANDATORY DOCUMENTS

- (a) Valid Tax Clearance Certificate issued by the South African Revenue Services (SARS). Where consortium/joint ventures/sub-contractor are involved in each party to the association must submit a separate valid original Tax Clearance Certificate or SARS tax Pin or a CSD report. Alternatively, service providers must fully complete Standard Bid Document 1 (SBD 1) to give effect to the tax compliance status system.
- (b) Signed agreements for joint ventures and/or consortium arrangements.
- (c) Company registration documents (CIPC).
- (d) A letter/resolution authorising the person signing the bid documents and contracts.
- (e) All participating bidders must complete, sign and return ALL the attached SBD forms (SBD1, 4&6.1) detailed pricing together with their proposals.

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

14 CENTRAL SUPPLIER DATABASE

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.

15 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 the basis to finalise contract terms and conditions.

16 DISCLAIMER

- (a) 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,

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

current or complete. The NDA and its officers and employees will not be liable for any information communicated which is not accurate, current or complete.

- (b) 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 to allow the NDA to consider what corrective action is necessary (if any).
- (c) 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.
- (d) No representations made by or on behalf of NDA about 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.

17 ADDITIONS AND AMENDMENTS TO THE BID

- (a) The NDA reserves the right to change any information in, or to issue an 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.
- (b) Should the NDA exercise its right to change the information in terms of clause 22.1 all amendments will be communicated to all bidders.

18 CONTENT PAGE

Participating bidders are required to submit a detailed content page and page dividers clearly indicating (cross-referencing) where each of the technical requirements is placed in their bid documents exactly as outlined in **section 6** (technical evaluation criteria) of this TORs. Any additional information that the supplier would like to provide should be referenced as well on the content page.

19 PRICE NEGOTIATIONS

- (a) Where the bidder that scored the highest total points did not quote a reasonable or a market-related price, the NDA may negotiate with the bidder to offer a reasonable or market-related price, should the adjudicator agree to this;
- (b) Should the bidder scoring the highest total points not agree on a reasonable or market-related price, the NDA may cancel the bid or negotiate with the bidder that scored the second highest total points or the third highest total points, in that order.

20 SPECIAL COMMERCIAL CONDITIONS OF THIS BID

NDA reserves the right to;

- (a) To accept part of a tender rather than the whole tender.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) Award to multiple bidders based either on size or geographic considerations.

21 ETHICS AWARENESS TO SERVICE PROVIDERS

NDA pledges towards high ethical conduct in dealing with Service Providers

- *NDA is committed to highest standard of ethics in conducting its business and encourages all stakeholders to contribute towards building ethical culture within the organization.*
- *NDA shall not demand money from Service Providers to get work (tenders and quotations) from the organization.*
- *Suppliers are prohibited to induce NDA employees through gifts in order to directly and indirectly benefit business from NDA.*
- *NDA has a strict gift policy to ensure that gifts received from Suppliers are properly declared to ensure transparency.*
- *Any unethical behaviour that is compromising by NDA employees shall be reported to Fraud/ethics Hotline:0800 701 701*

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

I HAVE READ AND UNDERSTOOD THE NDA PLEDGE THAT PROMOTE HIGHLY ETHICAL CULTURE. I WILL, TO THE BEST OF MY ABILITY, ADHERE TO AND HONOUR THIS PLEDGE IN MY PROFESSIONAL DEALINGS WITH NDA.

Signature: Representative of the Service Provider

Date

Name: Representative of the Service Provider

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