

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	



### INVITATION TO BID

#### BID DETAILS

**BID NUMBER** : NPA 02-18/19

**ISSUE DATE** : 26 April 2018

**CLOSING DATE** : 28 May 2018

**CLOSING TIME** : 11h00

**DESCRIPTION** : Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority.

**CONTRACT DURATION** : Three (3) years

**COMPANY NAME** : \_\_\_\_\_

CSD SUPPLIER NUMBER	UNIQUE REGISTRATION NUMBER

Please indicate whether this document is an original or copy, tick the applicable block.

**ORIGINAL**

☐

**COPY**

☐

**SOFT COPY**

☐

**NB. AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER, THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM 1 JULY 2016.**  
[HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

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## DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with a bid.

NO	DOCUMENTS	TICK
1.	Proof of registration on a Central Supplier Database registration(CSD)	
2.	Certified Broad Based Black Economic Empowerment (B-BBEE) Certificate / or sworn affidavit confirming signed by the Commissioner of Oaths.	
3.	Bidder's profile	
4.	Proposal as per <b>Section 3, paragraph 34.5</b>	
5.	Certified copies of Identity Documents of Directors/Members/Shareholders	
6.	Signed reference letter/s(focus will be on the number of years of experience rather than the number of letters) of clients where similar services were/are conducted as <b>Section 8.</b>	
7.	The bidder must provide proof that fire equipment is maintained and that regular fire assessment/s are carried out.	
8.	One (1) original, Two (2) copies and optional CD of the bid document	

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## FULL DETAILS OF BIDDER

**COMPANY NAME** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**CELLULAR NUMBER** : \_\_\_\_\_

**FAX NUMBER** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**TOTAL BID PRICE INCL VAT** : \_\_\_\_\_

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## CONTENT PAGE

Bidders are to ensure that they receive all pages of this document, which consists of the following:

### Structure of Proposals

#### Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of reference and Service Schedule ( Annexure A )
- Section 7 : Pricing proposal requirements
- Section 8 : Bidders Experience references
- Section 9 ; Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 10 : Declaration of Interest (SBD 4)
- Section 11 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 12 : Certificate of independent bid determination (SBD 9)
- Section 13 : Confirmation Form

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## GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid
Dti	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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**SECTION 1**

**SBD 1**

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>NPA 02-18/19</b>	CLOSING DATE: <b>28 May 2018</b>		CLOSING TIME:	<b>11H00</b>
DESCRIPTION	Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>National Prosecuting Authority</b>					
<b>VGM Building Weavind Park</b>					
<b>123 Westlake Avenue</b>					
<b>Silverton</b>					
<b>Pretoria</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Vinolia Mphahlele</b>		CONTACT PERSON	<b>Manith Jugmohan</b>	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<b>tenders@npa.gov.za</b>		E-MAIL ADDRESS	<b>tenders@npa.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

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■ ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

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## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**VALIDITY PERIOD: OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF THE BID.**

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE:.....



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## SECTION 2

### GENERAL CONDITIONS OF CONTRACT

#### THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

##### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
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- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad,

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or  
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration,

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
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Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

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- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

## **17. Prices**

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
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Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

<b>20. Subcontracts</b>	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
<b>21. Delays in the supplier's performance</b>	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
<b>22. Penalties</b>	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
<b>23. Termination for default</b>	23.1	<p>The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p>

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and/or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.



Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

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|--|------|---|
| <b>24. Anti-dumping and countervailing duties and rights</b> | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| <b>25. Force Majeure</b>                                     | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.   |
|  | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.   |
| <b>26. Termination for insolvency</b>                        | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.   |
| <b>27. Settlement of Disputes</b>                            | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.   |
|  | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.   |
|  | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.   |
|  | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.  |
|  | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,<br>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and<br>(b) the purchaser shall pay the supplier any monies due the supplier.  |

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
		<p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Program (NIPP)</b>	33.3.1	The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
	34.3	If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 3

### SPECIAL CONDITIONS OF CONTRACT

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. 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.
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, NPA will invoke the rights reserved in accordance with subsection 9.1 (2) below.
  - (a) Negotiate the conditions, or
  - (b) Automatically disqualify a bidder for not accepting these conditions
4. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
5. The NPA reserves the right;
  - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
  - To award a bid to one or more service providers.
  - To award the bid as a whole or in part.
  - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
  - To amend any bid condition, validity period, or extend the closing date of bids. Note: In terms of bid validity period extension, the bidder must respond within the required periods and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period stipulated.
  - To conduct benchmarks on product/services offered during and after the evaluation.
  - To conduct a pre-award's survey during the source selection process to evaluate contractors capabilities to meet the requirements specified in the bid and supporting documents.
  - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
  - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
  - 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 bid..

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

6. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
7. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
8. The NPA will not be liable for any expenses incurred by the bidders during the bidding process.
9. As per National Treasury Instruction, note no: 7 bidders are required to register their companies on the Government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number) in order to enable the NPA to verify the bidder's tax status on Central Supplier Database.
10. Bidders are required to provide tax compliance status PIN to enable the NPA to view their tax profile and verify the bidder's tax compliance status.
11. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation
12. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof/ Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
13. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
14. Preferential consideration will be given to bidders that are legal entities. In the case of sub-contracting or joint venture agreement, the NPA will enter into a single contract with a principal bidder.
15. The principal bidder shall be responsible for the management of the contract. No separate contract shall be entered into between NPA and any sub-contractors. Note: Copies of the signed agreements between the relevant parties must be attached to the proposal.
16. The employees of the bidder may be subject to screening for security purposes by the NPA at least once or as and when other surrounding circumstances so requires.
17. Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The NPA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Failure to adhere to the condition may lead to the bid being invalidated.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

18. Bidders must provide copies of signed agreements stipulating the work split and rand value in case of a Consortium, Joint Venture or sub-contractors.
19. In case of a consortium or Joint Venture, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.
20. Bidders who are distributors, resellers and installers of network equipment are required to submit back-to-back agreements and service level agreements with their principals, where applicable.

**21. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 22.1 The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
  - 22.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder or company / business in respect of the subject matter of this bid;
  - 22.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
  - 22.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
  - 22.1.4 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
  - 22.1.5 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity or
  - 22.1.6 has in the past engaged in any matter referred to above.

**22. INDEMNITY**

If a Bidder breaches the conditions of this bid and, as a result of that breach, the NPA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the Bidder indemnifies and holds the NPA harmless from any and all such costs which the NPA may incur and for any damages or losses the NPA may suffer.

**23. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**24. TAX COMPLIANCE**

No award shall be made to a Bidder whose tax affairs are not in order. The NPA reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## 25. GOVERNING LAW

South African law governs this bid and the bid response process. The Bidder agree to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

## 26. RESPONSIBILITY FOR COMPANY/BUSINESS' PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, Advisors and other representatives), comply with all terms and conditions of this bid.

27. Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
28. Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work is sub-contracted with regard to the B-BBEE status level contribution must be clearly indicated.
29. A bidder may not cede, assign or sub-contract any part of the assignment to any person unless with a written consent of the NPA and/or the court.
30. The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account.
31. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.
32. The successful service provider will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to cancel this contract immediately, in writing.
33. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
34. The bidder must have the infrastructure (physical premises) and the capacity to supply and/or deliver items/service required.

## 35. THE PROPOSAL MUST INCLUDE THE FOLLOWING BUT NOT LIMITED TO:

### 35.1 Bidder background information materials:

- 35.1.1 Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.
- 35.1.2 Corporate Financial Solvency - Provide solvency statement signed by a qualified independent Auditor, that the financial position of the company is sound and that the company will be able to mobilise resources to deliver the project.
- 35.1.3 Indicate the percentage of total annual revenue that the proposed service will contribute against the revenue generated for the most recent and the preceding two fiscal years.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 4

### BID SUBMISSION REQUIREMENTS

#### 1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

- 1.1 NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, NPA has decided that the bidder must:

- Be able to deliver the scope and breadth of services as required.
- Comply with all other requirements as stipulated in the bid document.

#### 2. FRAUD AND CORRUPTION

- 2.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

#### 3. CLARIFICATION / QUERIES

- 3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries : Vinolia Mphahlele  
E-mail : [tenders@npa.gov.za](mailto:tenders@npa.gov.za)

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.
- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.
- 3.4 Bidders will get a copy of the bid document at the reception, **VGM Building (Corner Westlake & Hartley) 123 Westlake Avenue, Weavind Park, Silverton, Pretoria**, and the soft copy will be available on the **NPA website ([www.npa.gov.za](http://www.npa.gov.za))** and National Treasury E-portal.

#### 4. SUBMITTING BIDS

- 4.1 One (1) original, two (2) copies and optional CD (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVID PARK 123 WEST LAKE AVENUE SILVERTON PRETORIA	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752 PRETORIA 0001

- 4.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outline in paragraph 4.1 above. **The NPA will NOT take responsibility for any bid documents received late.**

**NB: Bidders must indicate on the cover page of each document whether it is an original or a copy.**



Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- 4.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 4.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. should be neatly bound as part of the schedule concerned.
- 4.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 4.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/is.
- 4.7 **Bulky documents:** Bidders are requested to arrange prior to submitting the bulky documents .NPA will not take responsibility for the bid documents left anywhere else either than the tender box as indicated in paragraph 5.1 above. Bidders are encouraged to call 012 845 6255 or to email to [tenders@npa.gov.za](mailto:tenders@npa.gov.za) to make arrangements

## 5. MARKING ON BID ENVELOPE / PACK

- 5.1 Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : **Tender Box - Supply Chain Management**
  - ☐ Bid number : **NPA 02-18/19**
  - ☐ Closing date and time : **28 May 2018 at 11h00.**
  - ☐ The name and address of the bidder

- 5.2 Documents submitted on time by bidders shall not be returned

## 6. LATE BIDS

- 6.1 Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc. Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.
- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time.

## 7. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

### From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the VGM building.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

#### **N1 from North**

Take the Stormvoël turn-off. Turn left at the traffic light. At the next robot, turn right into the street leading to Koedoespoort. Proceed through Koedoespoort over the 3-way stop. At the next street, turn right into Hartley Street, which will lead you to the main entrance of the VGM Building.

#### **N1 from South (coming from Johannesburg)**

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Alberton (old Jan Smuts), Rigel Avenue and Atterbury Road.

Take the Lynnwood Road turn-off, turn right into Lynnwood Road, over the highway, and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

### **8. ACCESS TO INFORMATION**

- 8.1 All bidders will be informed of the status of their bid once the bid process has been completed.
- 8.2 Requests for information regarding the bid process will be dealt with in line with the NPA SCM Policy and relevant legislation.

### **9. REASONS FOR REJECTION**

- 9.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 9.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
  - 9.2.1 Have abused the SCM system of NPA;
  - 9.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
  - 9.2.3 Have failed to perform on any previous contract and the proof exists;
  - 9.2.4 Such actions shall be communicated to the National Treasury.
- 9.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 9.4 Bidders that fail to submit a bid proposal.

### **10 CANCELLATION OF BID PROCESS**

- 10.1 The bid process can be postponed or cancelled at any stage provided such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 5

### EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the 80/20 preference system as prescribed in the Preferential Procurement Regulation of 2017. Evaluation process comprises of the following phases:

#### PHASE 1: Screening process

During this phase, bids will be reviewed to determine whether a bidder complied with all Standard Bidding documents, and whether a duly authorized representative signed such documents.

#### PHASE 2: Mandatory requirements

Bidders shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a ✓)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the bidder shall substantiate their response to a specific question.

**NOTE** It is mandatory for bidders to complete or answer this part fully (1 to 8); otherwise, their Bid shall be treated as incomplete and shall be disqualified.

1.

This bid is subject to the General Conditions of Contract referred to in this document.	<b>Accept</b>	<b>Do not accept</b>

2.

The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.	<b>Accept</b>	<b>Do not accept</b>

3.

Where the bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	<b>Accept</b>	<b>Do not accept</b>

4.

Should the bidder withdraw the proposal before the proposal validity period expires, NPA reserves the right to recover any additional expense incurred by SITA having to accept any less favourable proposal or the additional expenditure incurred by NPA in the preparation of a new bid and by the subsequent acceptance of any less favourable proposal.	<b>Accept</b>	<b>Do not accept</b>

5.

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant product price or service price adjustments, change in technical specification, change in services, etc. NPA shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and	<b>Accept</b>	<b>Do not accept</b>

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

cancel the proposal by giving the bidder not less than 90 (ninety) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.		
Such cancellation shall mean that NPA reserves the right to award the same proposal to next best bidders as it deems fit.		

6.

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	<b>Accept</b>	<b>Do not accept</b>

7.

<b><u>Bidders who make use of subcontractors.</u></b>	<b>Accept</b>	<b>Do not accept</b>
The proposal shall however be awarded to the vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between NPA and any such subcontractors. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.		

8.

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>

### PHASE 3: Technical compliance requirements

Bidders that have met the screening process will be qualified for mandatory requirements evaluation process. In this phase, the evaluation will be based on bidder's response in terms of whether they comply.

#### 1. Instructions to the bidders.

- 1.1 The bidder **must comply with ALL the requirements by providing substantiating evidence** in the form of documentation or information, failing which it will be regarded as **"NOT COMPLY"**.
- 1.2 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, NPA reserves the right to treat substantiation evidence that cannot be located in the bid response as **"NOT COMPLY"**.
- 1.3 The bidder must complete the either declaration of compliance as per Paragraph 3 below by marking with an **"X" COMPLY, or "NOT COMPLY"** with ALL of the technical **mandatory requirements**.
- 1.4 The bidder must comply with ALL the **TECHNICAL MANDATORY REQUIREMENTS** in order for the bid to proceed to the next stage of the evaluation.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## 2. TECHNICAL MANDATORY COMPLIANCE REQUIREMENTS

Technical Mandatory	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>2.1 Bidder Certification/ Affiliation Requirements</b>  The bidder must be accredited by the proposed e-mail continuity and archiving solution OSM.	Provide a copy of a valid letter from the OSM indicating, (a) the bidder name, (b) the bidder is OSM accredited partner/implementer OR a certified OSM partner/implementer, (c) date the partnership was established, and (d) information stating that the partnership is valid at time of bid.  <b>Note:</b> All letters, certificates or licenses must be in writing, dated, signed and on a letterhead of the entity that issued to letter.	Provide unique reference to locate substantiating evidence in the bid proposal.
<b>2.2 Bidder Experience and Capability requirements.</b>  The bidder must have provided the Mimecast Maintenance and Support services to at least 2 customers in the last five year.	Provide at least 2 letters of affirmation from Business or Government customers to whom Maintenance and Support Services were rendered. Each letter must be dated, signed by the customer and on a letterhead of the customer and must indicate: (a) The customer Company name and physical address; (b) Customer contact person's name, telephone number and email address; (c) email continuity and archiving service scope of work; (d) e-mail continuity and archiving product; (e) Service Start and End Date.	Provide unique reference to locate substantiating evidence in the bid proposal.

## 3. DECLARATION OF COMPLIANCE

	Comply	Not Comply
The bidder declares by indicating with an "X" in either the "COMPLY" or "NOT COMPLY" column that – <ul style="list-style-type: none"> <li>The bid complies with each and every TECHNICAL MANDATORY REQUIREMENT as specified in Error! Reference source not found. above; AND</li> <li>Each and every requirement specification is substantiated by evidence as proof of compliance.</li> </ul>		

### Phase 4: Price and B-BBEE Status Level Contribution

Preference points claimed by the bidders will be calculated and added to the points scored for price.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 6

**Specification:**     **The appointment of a service provider for the provision of Mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.**

### 1.1. PURPOSE

1.1.1 The purpose of this RFB is to invite suppliers to submit proposals for Mimecast Maintenance and Support Services to the NPA for a period of 3 years.

### 1.2. BACKGROUND

1.2.1 For email continuity and email archiving purposes, the NPA utilises Mimecast ver7.2. The NPA implemented Mimecast in 2014; currently Mimecast is rolled-out across all NPA's 22 sites to +-2300 users. The main purpose of Mimecast in the NPA is to provide service continuity with regards to emails whereby NPA users can access current versions of the emails from any device, any location and any time.

1.2.2 Also Mimecast provides the assurance that user emails are backed-up and archived in accordance with best practices, enhancing the existing backup and archiving arrangements. It is in this regard that the NPA wishes to continue using Mimecast and it should therefore be appropriately maintained and supported by an accredited and suitable service provider.

1.2.3 As indicated, the NPA has offices across the country with the head office (Gauteng, Pretoria) being the nerve centre. All offices are linked to the HO through diginet links and thereafter breaking to www in Pretoria. NPA's operating platform is Microsoft Windows Server2012 R2, MS Active Directory (AD) 2012 and MS Exchange 2010. User desktop machines are loaded with Windows 7, 8 & 10 Operating Systems, MS Office 2003, 2007, 2010, 2013 and later applications. All NPA thirty (30) sites are operating on MS AD 2012 and MS Exchange 2010 with decentralized Exchange services, i.e. 22 Regional sites each have MS AD 2012 and Exchange 2010 servers while Head Office has 5 x MS Exchange 2010 servers, 2 x Client Access Servers and 1 x Hub / Transport server. NPA users are spread across the entire country all 9 provinces with the bulk (+1000) users being based at the head offices and the rest spread across the 9 provinces.

1.2.4 It is essential that the NPA retains the current Mimecast continuity solution that delivers always-on, seamless availability through automatic failover in near real-time during an email outage. Mimecast as implemented in the NPA provides a seamless Microsoft Exchange integrated capability, which ensures that user emails are not compromised due to outages or service interruptions.

## 2. SCOPE OF BID

### 2.1. SCOPE OF WORK

(1) The scope of work by the bidders is to –

- (a) The successful bidder will be required to provide maintenance and support services to the existing Mimecast ® solution of the NPA, support services will include but not limited to the following:
  - (i) Ensure that the solution is hosted on behalf of the NPA in accordance with South African legislation and prescripts.
  - (ii) Ensure that NPA users have uninterrupted access to Mimecast® and where required provide user support.
  - (iii) Ensure that the existing infrastructure is appropriately configured in accordance with Mimecast requirements and perform regular infrastructure assessments to ensure that the

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

functionality of the solution is not compromised. Ensure that solution is kept up to date with the latest releases and appropriately configured to suite the changing landscape.

- (b) In addition to regular support services, the service provider will be required to provide professional services which will be limited to a number of hours for the duration of the contract, the purpose of these services will be to:
  - (i) Assist with re-design and implementation as and when required
  - (ii) Assist in developing roadmap architecture in relation to expansion requirements or upgrades in so far as arising user requirements.
  - (iii) Assist in re-implementation (implementation) of Mimecast where required.
- (c) With regards to maintenance services, the service provider will be required to effectively and efficiently maintain the system for the NPA to ensure that the NPA users have access to the following:
  - (i) 24/7 365 access to the emails irrespective of location or device
  - (ii) User account information and emails hosted in Mimecast are protected and kept safe from unauthorised access
  - (iii) Ensure that the highest levels of security in relation to emails is implemented and adhered to.
  - (iv) Regularly monitor and report on system performance including but not limited to the number of emails successfully syncing with Mimecast ®.
  - (v) Ensure that the required security activities are performed including contingency planning, system audits and continuation of end user support through training and documentation.

## 2.2. DELIVERY ADDRESS

- (1) The goods or services must be supplied or provided at the following physical address(es):

No	Physical Address
1	VGM, 123 Westlake Avenue, Weavind Park, Pretoria

## 2.3. CUSTOMER INFRASTRUCTURE AND ENVIRONMENT

- (1) All thirty (30) NPA sites are operating on Microsoft (MS) AD 2012 and MS Exchange 2010 with decentralized Exchange services, i.e. 22 Regional sites each have MS AD 2012 and Exchange 2010 servers while Head Office has 5 x MS Exchange 2010 servers, 3 x Client Access Servers and 1 x Hub / Transport server.
- (2) The NPA currently utilises Mimecast® for email continuity and archiving.
- (3) The total number of NPA users is ± 2300, two thousand three hundred, spread across the country, i.e. ±1000; one thousand users are located in the head office, Pretoria, and ± 1300 spread throughout regional sites.
- (4) NPA primary sites have Microsoft (MS) Active Directory 2012 R2 and MS Exchange 2010 (SP3) platforms with decentralised Exchange services, i.e. all regional sites have one (1) MS AD 2012 and Exchange 2010 server. Head Office comprises of the following servers:
  - (a) 3 x MS AD 2012 R2

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- (b) 1 x Exchange 2010 Master cluster with an Active and Passive Node for failover. 1 x Disaster Recovery node. All node form part of the Master Cluster.
- (c) 1 x WFS (Witness File Share) HUB
- (d) 3 x Client Access Servers (CAS) that manages all client connections.
- (5) The current capacity of stored e-mails in Mimecast is ± 80 TB and 3600 mailboxes.
- (6) Total Exchange Physical Servers: 5 x HO (Head Office)
- (7) Total Exchange Virtual Servers: 19 X Regional Virtual servers
- (8) The NPA server environment consists of:
  - (a) The HO Data Centre (Pretoria, VGM Building) which is made up of HP Blade technology as a physical hardware platform. These servers are a combination of HP BL460C Gen 6, DL 380 G8 models. They are further optimised by using Microsoft Hyper V virtualization technology.
  - (b) Servers are hosted in APC Environmental Racks.
  - (c) The backup devices at sites are HP Ultrium Tape (LTO5) front loader devices.
  - (d) The WAN architecture is a MPLS Next Generation Network.
  - (e) In addition, the Storage Area Network (SAN) is a NetApp FAS240 solution situated at Head Office (VGM).
  - (f) The NPA has a disaster recovery site. DR must be is included in the deployment scope.
- (9) The current backup management solution for the server environment is Microsoft 2012 R2 utilising Veritas Backup Exec 2015 Feature Pack 4. Backups for end-users utilize Microsoft Data Protection Manager (DPM 2012).

### 3. TECHNICAL REQUIREMENT OVERVIEW

#### 3.1. SOLUTION REQUIREMENT

(1) the service provide will be required to perform the following:

- Provide highest level of security including email encryption and spam filtering.
- Ensure seamless availability of emails through automatic service failover and fallback in near real-time. Uninterrupted email services.
- Ensure that Mimecast continues to seamlessly integrate with Microsoft Outlook, ensuring that users will carry on using email safely and securely – whether the email outage is planned or not.
- Ensure that the system is managed from a single administration console, and with no additional on premise hardware required.
- Ensure that Mimecast integrates with both MS Exchange 2010/2016 and Active Directory 2012/2016.
- Provide system performance reporting.
- Ensure that there is scalable storage facility available offsite.
- Ensure maintenance and retaining of the highly secure and resilient offsite, cloud-based perpetual email archive solution
- Ensure that the functionalities such as full email and attachment scanning to control or block sending sensitive information are operational



Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- Ensure that the Mimecast plug-in for Outlook and apps is available for iOS, Android, Windows Phone and BlackBerry mobile devices.
- Oversee the provisioning of Secure messaging, which is a secure, private, service to share sensitive information without the need for additional hardware and software for senders and recipients.
- Retain and ensure the Large File Send capabilities currently implemented, which is the capability to send and receive large files up to 2GB in size.
- Oversee and ensure Legacy Archive Data Management: Make legacy email, mailbox and PST data rapidly searchable in a single integrated cloud archive.
- Ensure continued provision of Mimecast Targeted Threat Protection (TTP). Inspection of inbound, outbound and internal emails to help detect and fight phishing, ransomware, impersonation attempts, malicious URLs and attachments. TTP includes URL Protect, Attachment Protect, Impersonation Protect and Internal Email Protect.
- Provide for Archived Power Tools.
- Provide License Management.

### 3.2 PROJECT AND SERVICES REQUIREMENTS

#### (1) SERVICE DELIVERY SCHEDULE AND PERFORMANCE METRICS

- (a) Provide Mimecast maintenance and support services for a period of 3 years to the NPA. The following are the main deliverables and the applicable matrices:

Service	KPI	Metric
Mimecast Maintenance	Remote availability of Mimecast to all NPA users irrespective of location or device.	98% access to Mimecast, to be measured by the number of machines with a fully functional Mimecast client deployed.
Mimecast Support	The ability of users to access Mimecast and effectively use it to access their emails	98% of users able to access their emails via Mimecast
Mimecast Professional support	Successful deployment and implementation of Mimecast where and when requested.	100% successful implementation or deployment.

### 3.3 SCOPE OF WORK AND DELIVERY SCHEDULE

- (b) The Supplier is responsible to perform the work as outlined in the following Work Breakdown Structure (WBS):

WBS	Statement of Work	Delivery Timeframe
1.	Assess NPA existing email environment, and ensure that the Mimecast is appropriately configured to provide uninterrupted email continuity services.	First 1 months of the contract.
2.	Provide a Proposal Covering in detail how the system will be maintained to ensure the following: <ul style="list-style-type: none"> <li>i. 24/7 365 access to the emails irrespective of location or device</li> <li>ii. User account information and emails hosted in Mimecast are protected and kept safe from unauthorised access</li> </ul>	Duration of the contract (36 months).

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

WBS	Statement of Work	Delivery Timeframe
	<ul style="list-style-type: none"> <li>iii. Ensure that the highest levels of security in relation to emails is implemented and adhered to.</li> <li>iv. Regularly monitor and report on system performs including but not limited to the number of emails successfully syncing with Mimecast ®.</li> <li>v. Ensure that the required security activities are performed including contingency planning, system audits and continuation of end user support through training and documentation</li> <li>vi. Indicate to what standards they will be conforming to in order to ensure that Mimecast is effectively maintained.</li> </ul>	
3.	<p>Provide a Proposal Covering in detail how the system will be maintained to ensure the following:</p> <ul style="list-style-type: none"> <li>vii. Ensure that the solution is hosted on behalf of the NPA in accordance with South African legislation and prescripts.</li> <li>viii. Ensure that NPA users have uninterrupted access to Mimecast ® and where required provide user support.</li> <li>ix. Ensure that the existing infrastructure is appropriately configured in accordance with Mimecast requirements and perform regular infrastructure assessments to ensure that the functionality of the solution is not compromised. Ensure that solution is kept up to date with the latest releases and appropriately configured to suite the changing landscape.</li> <li>x. Indicate to what standards they will be conforming to in order to ensure that Mimecast is effectively supported.</li> </ul>	Duration of the contract (36 months).
4.	Provide for licence Management of the solution.	Duration of the contract (36 months).
5.	<p>Bidders are requested to indicate in their proposal how will professional services be rendered to the NPA in relation to Mimecast email continuity, the bidder's proposal should cover in detail the following aspects:</p> <ul style="list-style-type: none"> <li>i. Service Request Process</li> <li>ii. Capacity and skills to design and implement Mimecast Continuity</li> </ul>	Duration of the contract (36 months). (on a "as and when required" basis)
6.	Provide end-to-end email continuity and archiving services.	Duration of the contract (36 months).

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

<b>WBS</b>	<b>Statement of Work</b>	<b>Delivery Timeframe</b>
7.	Provide system training as specified. Provide system administration training for 7 personnel per annum, at head office and regions (if not included in maintenance and support services).	Training for system enhancements as and when required.

(1) **SERVICES AND PERFORMANCE METRICS**

- (a) The Supplier is responsible to provide the following services as specified in the Service Breakdown Structure (SBS):

<b>SBS</b>	<b>Service Element</b>	<b>Service Grade</b>	<b>Service Level</b>
1.	Call Centre	Normal	After hours support / standby
2.	Call Centre	Normal	07:30 – 16:30, business hours, 5d/week
3.	Incident Response	Normal	Maximum 4 hours
4.	Incident Restore	Normal	Maximum 8 hours
5.	Email solution availability	-	98% Availability

(2) **SCOPE OF TECHNICAL SOLUTION DEVELOPMENT**

- (a) The service to be rendered must ensure that the following email **continuity** functionalities are available:
- (i) Email continuity and archiving system.
    - 1) Ensure that the system integrates with MS Exchange 2010 or latest version and MS Active Directory 2012
    - 2) Ensure that the system integrates with multiple MS Exchange and Active Directory in different physical locations
    - 3) Ensure that the system integrates with MS Outlook 2010 or latest version, web interface (HTTPS), Internet Explorer
    - 4) Ensure that the system is able to brand email messages in line with corporate identity
  - (ii) Ensure that in the event of both MS Exchange and MS Active Directory are inoperable, users are able to retrieve, send and receive emails, to ensure continuity
  - (iii) The service must provide automatic failover in an event of email outage, servers failure, to ensure email continuity
  - (iv) The service must offer 98% email service uptime / availability
  - (v) The service must re-synchronize changes of user's emails after the failback and when Exchange is restored
  - (vi) The service must be able to integrate with mobile devices / handsets
  - (vii) Users must be able to access emails offsite in an event of disaster or NPA's email servers inoperability
  - (viii) The service must be able to interface with MS Outlook calendar.
- (b) Ensure that Mimecast continues to have the following **archiving** functionality:

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- (i) Ability to encrypt all email data and users mailboxes
- (ii) In instances of deployment or redeployment the solution should not require additional hardware to be installed on NPA's local area network
- (iii) The solution must continue to allow users to search for their own individual archived emails using MS Outlook / Internet Explorer
- (iv) The solution must offer unlimited storage for individual mailboxes
- (v) The solution must be able to archive emails and retain data indefinitely or minimum period of ten (10) years
- (vi) The solution must be able to support migration of old and current emails
- (vii) The solution must be able to customize searches of archived emails, eg search by date, subject.
- (viii) Audit trails.
- (ix) Scalable storage facility.
- (c) Ensure that the solution continues to retail the following **advanced searching and reporting** functionality:
  - (i) Email performance reporting, inbound and outbound emails
  - (ii) Audit trail of emails by users, date and subject.
  - (iii) Customisable reports.
  - (iv) Searching capabilities.
- (d) The solution must have at least the following **security** features:
  - (i) The solution must provide spam and antivirus filtering
  - (ii) The solution must be able to encrypt all mails and prevent data leaks
  - (iii) The solution must integrate with Active Directory and import security policies
  - (iv) The solution must have different levels of administrator rights.

**(3) SUPPLIER PERFORMANCE REPORTING**

- (a) Monthly SLA performance reports must be submitted to the NPA.

**(4) 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 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.

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

(5) **LOGISTICAL CONDITIONS**

- (a) In the event that NPA grants the Supplier permission to access NPA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to NPA'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.
- (b) **Tools of Trade.** The Supplier must use its own tools of trade.
- (c) **On-site and Remote Support.** The Supplier must be able to render on-site and remote support.
- (d) **Support and Help Desk.** The Supplier must have a help desk.

(6) **REGULATORY, QUALITY AND STANDARDS**

- (a) The solution must comply with the following minimum interoperability standards where applicable:
  - (i) 1T40201 Lightweight Directory Access Protocol LDAP v3 – **RFC 4510**
  - (ii) 1T50401 SMTP – **RFC 2821**
  - (iii) 1T50402 SMTP – **RFC 2822**
  - (iv) 1T50501 Internet Message Access Protocol v4 Rel 1, IMAP v4.1 – **RFC 3501**
  - (v) 1T50502 Post Office Protocol version 3, POP3 – **RFC 1939**

(7) **SKILLS TRANSFER AND TRAINING**

- (a) The Supplier must provide training on the proposed solution or product to staff to enable NPA to operate and support the product or solution after implementation. In the event of system enhancements, training must be provided.
- (b) The nature of the training must be hands-on. No certification required.

(8) **PERSONNEL SECURITY CLEARANCE**

- (a) The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or must apply within 30 days of the signed contract for a security clearance to the level of at least CONFIDENTIAL at the expense of the Supplier from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
- (b) 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).
- (c) The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

(9) **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);

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- (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.

**(10) INTELLECTUAL PROPERTY RIGHTS**

- (a) NPA retains all Intellectual Property Rights in and to NPA's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to

Bid Number: NPA 02-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of NPA's Intellectual Property for the sole purpose of providing the Products or Services to NPA pursuant to this Contract; provided that the Supplier must not be permitted to use NPA's Intellectual Property for the benefit of any entities other than NPA without the written consent of NPA, which consent may be withheld in NPA's sole and absolute discretion. Except as otherwise requested or approved by NPA, which approval is in NPA's sole and absolute discretion, the Supplier must cease all use of NPA'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 NPA, the Supplier must certify in writing to NPA that it has either returned all NPA Intellectual Property to NPA or destroyed or deleted all other NPA Intellectual Property in its possession or under its control.
- (c) NPA, 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.
- (11) The service provider must provide their licensing model / breakdown.
- (12) The service provider must provide their maintenance and support model.

### 3.4 DECLARATION OF ACCEPTANCE

- (1) The bidder must complete the declaration of acceptance 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.

	ACCEPT ALL	DO NOT ACCEPT ALL
(1) The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section <b>Error! Reference source not found.</b> above by indicating with an "X" in the "ACCEPT ALL" column, OR		
(2) The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section <b>Error! Reference source not found.</b> above by -		
(a) Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;		
(b) Provide reason and proposal for each of the conditions that is not accepted.		
<b>Comments by bidder:</b> Provide reason and proposal for each of the conditions not accepted as per the format: Condition Reference: Reason: Proposal:		

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 7

### PRICING PROPOSAL REQUIREMENTS

- (1) **ALL PRICING SCHEDULES MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE, FAILING WHICH THE BID WILL BE DISQUALIFIED.**
- (2) In terms of Preferential Procurement Policy Framework Act (PPPFA), the following preference point system is applicable to all Bids:
  - (a) the 80/20 system (80 Price, 20 B-BBEE) for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); or
  - (b) the 90/10 system (90 Price and 10 B-BBEE) for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- (3) This bid will be evaluated using the PPPFA preferential points scoring system of **80/20**.
- (4) The bidder must **complete the declaration of acceptance** as per section 6, paragraph 3. 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.
- (5) Bidder will be bound by the following general costing and pricing conditions and NPA reserves the right to negotiate the conditions or automatically disqualify the bidder for not accepting these conditions. These conditions will form part of the Contract between NPA and the bidder. However, NPA reserves the right to include or waive the condition in the Contract.

### COSTING AND PRICING CONDITIONS

- (1) The bidder must submit **the Pricing Schedule(s)** as prescribed in section 0 as well as the relevant enclosed Standard Bidding Document SBD 3.1, 3.2 or 3.3.
- (2) **SOUTH AFRICAN PRICING.** The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- (3) **TOTAL PRICE**
  - (a) All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
  - (b) The cost of delivery, labour, S&T, overtime, etc. must be included in this bid.
  - (c) All additional costs must be clearly specified.
- (4) **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	
1 Euro	
1 Pound	



Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## DECLARATION OF ACCEPTANCE

	ACCEPT ALL	DO NOT ACCEPT ALL
<p>(1) The bidder declares to ACCEPT ALL the Costing and Pricing conditions as specified in costing and pricing conditions above by indicating with an "X" in the "ACCEPT ALL" column, or</p> <p>(2) The bidder declares to NOT ACCEPT ALL the Costing and Pricing Conditions as specified in costing and pricing 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 condition not accepted.</p>		
<p><b>Comments by bidder:</b> Provide the condition reference, the reasons for not accepting the condition.</p>		

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## BID PRICING SCHEDULE

Note:

- a) Bidder must complete the pricing as per table below (or as per the attached spreadsheet if applicable).
- b) Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE
- c) The bid price must be fixed for the total contract period. No price variation due to exchange rate fluctuation will be allowed.

### (1) PRODUCT OR SERVICE PRICING

No	Product/Service description	Quantity	Price Year 1 (VAT excl.)	Price Year 2 (VAT excl.)	Price Year 3 (VAT excl.)
1.	Provide Mimecast Maintenance and Support services to the NPA for a period of three (3) years as specified.	sum	R	R	R
2.	Provide professional services: i) Assess NPA infrastructure and configure the off-premise email continuity and archiving turnkey solution; ii) Integrate and implement the solution to the latest release. iii) As and when specialist services are required.	10 hours per annum	R	R	R
3.	Provide system administration training for 7 personnel at head office and regions per annum	7 p.a	R	R	R
4.	<b>SUBTOTAL (VAT Excl.)</b>		R		R
5.	<b>VAT (15%)</b>		R		R
6.	<b>SUBTOTAL (VAT Incl.)</b>		R		R
7.	<b>BID TOTAL (VAT Incl.)</b>		R		R

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder: .....	Bid number: NPA 02-18/19
Closing Time: 11:00	Closing date: 28 May 2018

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by: **THE STATE INFORMATION TECHNOLOGY AGENCY SOC LTD**
- At: .....
- Brand and model: .....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

SBD 3.2

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder: .....	Bid number: <b>NPA 02-18/19</b>
Closing Time 11:00	Closing date: <b>28 May 2018</b>

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-------------	----------	-------------	--

- Required by: **THE STATE INFORMATION TECHNOLOGY AGENCY SOC LTD**
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/not firm

\*\* “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

SBD 3.3

**PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER: .....	BID NO: <b>NPA 02-18/19</b>
CLOSING TIME: 11:00	CLOSING DATE: <b>28 May 2018</b>

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)
4.

PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- 5.1 Travel expenses (specify, for example rate/km and total km, class of air-travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL:			R.....

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL:			R.....

6. Period required for commencement with project after acceptance of bid .....
7. Estimated man-days for completion of project .....
8. Are the rates quoted firm for the full period of contract? \*YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
- .....
- .....
- .....
- .....

\*[DELETE IF NOT APPLICABLE]

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 8

### Bidder's Experience

Name of Bidder: .....	Bid Number: <b>NPA 02-18/19</b>
-----------------------	---------------------------------

*[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 25.2) of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]*

**The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar type, size and complexity to the required services set out for this bid**

<b>Clients' Name, contact person and contact details</b>	<b>Project description</b>	<b>Project Cost</b>	<b>Project period (Start and End Dates)</b>	<b>Description of service performed and extent of Bidder's responsibilities</b>

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 9

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 The 80/20 points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.



Bid Number: NPA 02-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1. B-BBEE Status level certificate issued by an authorized body or person;
  - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = Price of lowest acceptable bid

## 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference

Bid Number: NPA 02-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(***Tick applicable box***)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

Bid Number: NPA 02-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 10

## SBD 4

### DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: .....

2.1 Identity Number:.....

2.2 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....

2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....

2.4 Tax Reference Number: .....

2.5 VAT Registration Number: .....

- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

- 2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

Name of state institution at which you or the person connected to the bidder is employed:

.....  
Position occupied in the state institution .....

Any other particulars:.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**  
the appropriate authority to undertake remunerative  
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**  
document?

(Note: Failure to submit proof of such authority, where  
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
trustees / shareholders / members or their spouses conduct  
business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person  
employed by the state and who may be involved with  
the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....  
.....  
.....

2.10 Are you, or any person connected with the bidder, **YES/NO**  
aware of any relationship (family, friend, other) between  
any other bidder and any person employed by the state  
who may be involved with the evaluation and or adjudication  
of this bid?

2.10.1 If so, furnish particulars.

.....  
.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**  
of the company have any interest in any other related companies  
whether or not they are bidding for this contract?

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
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2.11.1 If so, furnish particulars:

.....  
.....  
.....

### 3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

### 4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
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## SECTION 11

## SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
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**SBD 8**

### **CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
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## SECTION 12

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. Cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

Bid Number: NPA 02-18/19	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Bid Number: NPA 02-18/19	<b>National Prosecuting Authority</b>
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide mimecast maintenance and support services to the National Prosecuting Authority for a period of three (3) years.	

## SECTION 13

### Confirmation

HAS A VALID ORIGINAL TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2) YES / NO  
 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

### Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are fixed and valid for the stipulated period. I/We confirm the availability of the proposed team members/ and or services. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

**Signature of bidder:** \_\_\_\_\_

Date: \_\_\_\_\_

Are you duly authorized to commit the bidder: YES / NO

Capacity under which this bid is signed \_\_\_\_\_

### Domicilium

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

**NATIONAL PROSECUTING AUTHORITY , VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA**

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

**Any discrepancies between the information supplied here and the other parts of the bid may result in your bid being disqualified.**