



**TERMS OF REFERENCE FOR THE
PROVISION OF E-MAIL ARCHIVING
SOLUTION FOR THE NATIONAL
CREDIT REGULATOR FOR A PERIOD OF
5 YEARS**

MAY 2018

NCR495/05/2018

**DUE DATE: 28 MAY 2018
AT 11H00**

GENERAL TERMS OF CONDITIONS

1. General Information for Bidders

The National Credit Regulator (NCR) was established in terms of Section 12 (1) of the National Credit Act (Act 34 of 2005) and came into being on 1 June 2006.

The NCR will determine which bidding organisation (“bid participant”), if any, is appointed in response to this request for submission as stipulated in section 2 of this document.

1.1. General Terms

This tender is issued in terms of the Public Finance Management Act 1 of 1999 (PFMA), the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the Preferential Procurement Regulations, 2017 (PPR), Supply Chain Management Regulations issued by the National Treasury and BBBEE Act.

Parties that wish to submit proposals are required to indicate that they are willing to accept the General Conditions and Procedures of the NCR (see Section 4 below and Annexure B.1). Please read this document carefully prior to submitting your proposal.

1.2. The Proposal Format

1.2.1. Economy of proposal preparation

The proposal should be prepared simply and economically, providing a straightforward and concise description of the bid participant’s ability to meet the requirements of the proposal request.

Clear factual responses are required. The content of the proposals shall determine the merit of each participant, not brochures or other marketing material. To facilitate the review of proposals, participants are required to organise their responses according to the format presented below. Should a participant wish to provide additional information, that information should be referred to, and provided for, in a file of Annexures.

1.2.2. Validity of proposals

The proposals must include a statement as to the period for which the proposal remains valid. The proposal must be valid for at least ninety (90) days from the due date for the submission of all bids. Refer to the quarters in the terms of reference (TOR).

1.2.3. Number of proposals

Each bid participant must provide **three (3)** hard copies and **1 CD** of their entire proposal, including all the documentation referred to in 1.5 below, in the format specified in that section. All submitted proposals will become the property of the NCR, and will not be returned. Receipt of all proposals will be recorded in a register at the point of receipt. One copy of the proposal must be signed and dated in black ink by the bidder or authorized representative of the bidder and initialled on each page.

2. Submission of proposals

2.1. Proposals must reach the offices of the NCR before 11:00 on **28 MAY 2018**, and must be enclosed in a sealed envelope which must be clearly labelled/addressed on the outside:

(a) RFP No: NCR495/05/2018

(b) TERMS OF REFERENCE: THE PROVISION OF E-MAIL ARCHIVING SOLUTION FOR THE NATIONAL CREDIT REGULATOR FOR A PERIOD OF 5 YEARS

(c) CLOSING DATE: 28 MAY 2018 AT 11H00 SHARP

2.2. Proposals are to be submitted in the marked tender box, in the reception area, National Credit Regulator, 127-15th Road, Randjiespark, Halfway House, Midrand. The tender box will **only** be available for the depositing of proposals between 08h00 and 16h30 on weekdays (excluding public holidays).

2.3. Please note that this RFP closes punctually at 11h00 on **28 MAY 2018**. No late submissions will be considered under any circumstances.

2.4. **All** the documentation referred to in Section 4 below must be submitted. Failure to submit all the documentation referred to in this section may result in a submission being discarded, and not considered for evaluation.

2.5. If responses are not delivered as stipulated in this Section 2.1, such responses will be considered **“late”**, and will not be considered for evaluation.

- 2.6. The NCR shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.
- 2.7. Envelopes must not contain documents relating to any RFP other than the one referred to in this RFP.
- 2.8. The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.
- 2.9. Only the participants that are short-listed after the evaluation process will be informed of the results of the submission adjudication process.
- 2.10. After the evaluation process is completed, the Evaluation Committee may, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the Adjudication Committee. A minimum of 2 days' notice will be given to relevant participants in advance of the presentation date.

3. Timetable

Date	Activity
04/05/2018	Issue tender document
28/05/2018	Closing date at 11h00
30/05/2018	Evaluations – functionality criteria
01/06/2018	Consolidation of scores
04/06/2018	Verification of scores
11/06/2018	Adjudication committee
25/06/2018	Appointment of a supplier

The National Credit Regulator reserves the right to determine the structure of the process, the right to determine the number of short-listed participants, the right to withdraw from the proposal process, and the right to change this timetable at any time without notice.

4. Documentation to be submitted

Please Note

All of the documentation described below must be submitted, with no omissions whatsoever. Where a particular form or format of documentation is stipulated, this is the **only** form or format in which these documents must be submitted. Failure to adhere to these requirements may result in the rejection of the entire submission.

All of the documentation referred to below (in Parts One – Eleven) must be submitted. For ease of reference and to facilitate the evaluation process, you are requested to clearly mark each part of the submitted documentation as it is referred to below.

Part One – Proposal drafted in response to Terms of Reference

Section 2 of this document below, contains the terms of reference (TOR) for the above mentioned tender. Bid participants are required to draft a proposal that will clearly indicate to the Evaluation Committee how they will fulfil the requirements as set out in the TOR.

Bid participants should include the following information when drafting their proposals:

- Proposals should make clear the relevant skills, experience and capacity of the participant, in respect of this particular TOR. This is an important evaluation criterion. Bid participants should ensure that their proposals focus on how they will address the requirements of this TOR, rather than on achievements.
- Proposals must contain the details of the proposed approach to be adopted in order to deliver the service in accordance with the TOR.
- Proposals should clearly indicate whether or not bid participants have the internal capacity to meet the requirements of the TOR.

Part Two – Pricing Proposal- SEPERATE ENVELOPE

SBD 3.1 Pricing Schedule together with Annex A 6. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected. Additional information may be added on a separate page if necessary.

The total price that the participant will charge to deliver services in accordance with the TOR must be clearly indicated. The pricing proposal should contain sufficient information to allow the Evaluation Committee to estimate the cost of the service, to a high degree of accuracy.

Please note that a financial proposal must be submitted in a **separate sealed envelope** together with your submission. The financial Proposal will be opened once all technical proposals have been evaluated. This appointment will be made in line with QBS.

All prices provided must be inclusive of Value-Added Tax (VAT).

Please note that the prices contained in the pricing proposal are the only charges that may be levied if the participant's proposal is successful, unless explicitly agreed to in writing by the National Credit Regulator, and in terms of the General Conditions of Contract, no additional cost will be accepted after the bidding documents have been submitted and the tender closing date has expired. Any cost for additional parts and peripherals needed for the successful implementation of the project shall remain and form part of the bidding price.

Part Three – General Conditions and Procedures of the NCR

Annexure B and B1 - General Conditions and Procedures of the NCR. Bid participants must indicate clearly that they have read this document, and have no objections to being bound by its contents. In cases where any provisions of the General Conditions and Procedures conflict with this General Information for Bidders and/or Terms of Reference, the latter will take precedence over the General Conditions of Contract.

Part Four – Contract Form: Rendering of Services

Annexure C - Contract Form: Rendering of Services. This will only be completed by the successful bidder once a selection has been made by NCR. Participants do not, therefore, need to complete this form at the bidding stage but their proposals must clearly indicate that they have read this form, and have no objections to signing it as is, if selected as the successful participant.

Part Five – Tax Clearance Certificate

Annexure D - Please complete form SBD 2. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Failure to submit a valid, original tax clearance certificate issued by SARS will result in a proposal being rejected.

Please note that the Tax Clearance Certificate submitted must be valid for at least one month after the closing date of the tender. A CSD print out must also be attached.

Part Six – Preference Points Claim Form

Annexure E – form SBD 6.1. Bid participants must complete Sections 8 and 9 in full. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected. ***## Please note that a BBEE certificate must also be attached to the bid documents. None submission will result in zero scoring in this competitive bidding process***

Part Seven – Declaration of Interest

Annexure F – form SBD 4. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Eight – Declaration of past Supply Chain Management Practices

Annexure G – form SBD 8. **DO NOT RETYPE THESE FORMS.** They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Nine – Non-Disclosure Agreement

Annexure H – Non-Disclosure Agreement. Participants must indicate clearly that they have read this agreement, and have no objections to signing it, as is.

Part Ten – Certificate of Independent Bid Determination

Annexure I – Certificate of Independent Bid Determination Participants. They must be completed on the original and signed, all in black ink. Forms with photocopies and/or other reproductions of signatures may be rejected.

Part Eleven – SLA draft version for supplier review

Annexure K – SLA draft version for supplier review. The participants must indicate clearly that they have read this agreement, and have no objections to signing it, as is. If not objections should be outlined separately in a letter.

5. Evaluation Criteria

Proposals will be evaluated on the 80/20 preference points scoring system: that is, 80% of the points awarded will be based on price, as indicated in the table below; and 20% of the points awarded will be based on B-BBEE codes system, allocated as indicated in the table below:

B-BBEE status level of contributor	Number of points	Price
Total maximum points	20	80

Functionality will be evaluated in terms of the criteria set out in Section 2 .

6. Conflict of interest

Service providers are required to provide services that are professional, objective and impartial. Service providers must ensure that there is no conflict of interest between existing assignments, obligations and responsibilities to other clients and the services set out in the TOR. In the event of any uncertainty in this regard, full disclosure in the submitted proposal should be considered. Non-disclosure of a conflict of interest may be grounds for termination of any contract.

7. Confidentiality agreement

The successful service provider may have access to confidential data or information. The appointment of a successful bidder is subject to that bidder agreeing to the contents of, and signing, the NCR's standard Non-Disclosure Agreement.

8. Contact details

This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from organs of State, which are repositories of such information. All communications and enquiries/requests for clarification relating to this proposal should be directed to procurement@ncr.org.za

TERMS OF REFERENCE FOR THE PROVISION OF E-MAIL ARCHIVING SOLUTION FOR THE NATIONAL CREDIT REGULATOR FOR A PERIOD OF 5 YEARS

1. Introduction

The National Credit regulator is seeking a service provider to continue with the provision of MIMECAST mail archiving solution or equivalent for the organization. Email services are a critical business application that the NCR uses as a tool to fulfill its mandate in terms of the National Credit Act for communication with internal and external stakeholders.

2. Background

The National Credit Regulator is the regulatory authority established on 01 June 2006 in terms of the National Credit Act, 2005 with the mandate to promote and advance the social and economic welfare of South Africans, promote a fair, transparent, competitive, sustainable, responsible, efficient, effective and accessible credit market and industry, and to protect consumers. Any other information relating to operations of the NCR can be found on the website: www.ncr.org.za.

Mimecast is currently implemented at the NCR through a service provider and the contract coming to an end. The NCR would like to continue with the MIMECAST services and seeking a service provider to continue with the services. The current implemented solution includes:

- **UEM Enterprise**
- Archiving licensed for 220 users
- Perpetual retention
- **Security, archiving options**
- **Continuity**
- 100% service availability SLA
- Microsoft outlook integration

3. Objective of the project

The objective of the project is to appoint a reputable service provider for the provision of the Mimecast email archiving solution to NCR for a period of 5 years.

4. Scope of the project

The purpose of the project is to appoint service provider to provide the NCR with MIMECAST M2A solution which includes, Integrated Security, Email Continuity and Archiving.

5. The successful bidder will:

- Provide the NCR with the latest M2A solution for 250 users.
- Configure the M2A solution for the NCR for best performance and security.
- Ensure that there is mail continuity should the onsite exchange server fail.
- Ensure the ability to recover mailbox Pst's (email files) on demand according to NCR's requirements.
- Migrate the current archived mails from UEM to M2A if required.
- Flexible and granular controls to enable administrators to protect against inbound threats, malware and spam.
- Centrally managed email encryption to protect communications with customers and partners without the need for client software or affecting the end-user experience.
- Provide maintenance and support for the solution.
- Archiving of emails for a minimum period of 5 years within a secure "cloud" based environment.
- Provide training for administration and monitoring.

6. The bidders must disclose all associated costs VAT inclusive to run this service. This requirement includes.

- Initial setup costs
- Monthly charges per user
- Escalation costs
- Any other additional charges.

7. The successful bidder will be expected to sign a Service Level Agreement with the NCR for a period of 5 years for the delivery of these services.

8. Information security

The Contractor will have access to sensitive and confidential information as part of the implementation of the solution. There may also be some need to access the solution throughout the course of the contract as part of support and maintenance. The Contractor will be required to demonstrate throughout the Contract the security of data handling and the limitation of access of any Confidential Information to members of the supplier's staff who have a need for such access. The winning bidder shall provide within the bidding documentation the section of how it will protect NCR email information held by the archiving solution.

9. Contract and SLA Management

NCR requires a dedicated process for contract management and to oversee any problems, support and liaise with the Head of Information Management & Technology or the ICT Technical Supervisor. The Contractor shall attend on-site meetings as and when agreed to discuss the service. NCR expects continuous development of the customer and supplier relationship and monitoring of the quality of the service provision to ensure customer satisfaction. The winning bidder shall measure the level of service against the Service Levels agreed upon when the SLA contract is signed.

10. Contractual arrangements

The contract will run for a period of five (5) years from the Commencement Date. Following the evaluation of submitted tenders, a Contractor may be selected to perform the services. Any contract awarded will be placed with a prime contractor who will take full contractual responsibility for the performance of all obligations under the contract. Any sub-contractors the tenderer intends to use to fulfill any aspect of the Services must be identified in the tender with details of their responsibilities provided.

Any services arising from this Specification will be carried out in accordance with the NCR's standard conditions of contract. The winning bidder should note that it will be a condition of any resultant contract that the acceptance procedures will include provision to demonstrate that the solution supplied or services performed, as part of the implementation, perform and operate correctly and in compliance with this Specification. Acceptance will be dependent on the Deliverables and/or Services meeting the agreed acceptance criteria.

11. Functionality scoring model

The proposal must clearly indicate the detailed approach and implementation plan, including the migration of current emails to be adopted by the service provider.	20
The technical specification of the proposed solution must clearly indicate the integration capabilities with Microsoft Outlook.	20
The proposed solution must provide real-time synchronization of onsite emails and cloud email database.	15
The proposal must clearly indicate the recovery process of archived emails for the duration of the contract.	15
The bidder must indicate the proposed solution's ability to provide mail continuity in the event that the onsite email server is offline.	15
The bidder must provide at least 3 contactable references where the solution was successfully implemented in the past twelve months.	10
The bidder must provide the brief profile of the project manager for this service.	5

Bidders are required to score a minimum of 70% points on functionality to qualify to be evaluated in the next level (BBBEE and price). Bidders who do not score the minimum of 70% points on functionality will be disqualified and not be evaluated on price and BBBEE.

12. Additional information:

- Brief company profile, as relevant to the above mentioned terms of reference.
- Experience in the relevant areas and Clientele.
- A proposal including methodology
- Confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time and meet the necessary deadlines.
- The proposal should contain a work plan, showing tasks, timelines etc.
- Contact details of at least three references from amongst recent clients with whom similar work has been conducted in the past 12 Months.

- Certificate of incorporation / legal status.
 - Company registration documents
 - Certified copy of director's identity documents
 - Certified BBBEE certificate
- Financial proposal.
 - Detailed pricing on the company letter head, the total cost must link to SBD 3.3

THE END -----