merSETA
MANUFACTURING, ENGINEERING AND RELATED SERVICES SETA

# REQUEST FOR QUOTATION (RFQ)

| | | | |
|---|---|---|---|
| **RFQ NUMBER:** | RFQ/ICT/26/27/241 | **INVITATION DATE:** | 09 November 2026 |
| **CLOSING DATE:** | 17 November 2026 | **CLOSING TIME:** | 12H00 PM |
| **RFQ SUBMISSION EMAIL ADDRESS:** | | quotations@merseta.org.za | |

| | | |
|---|---|---|
| **RFQ Description** | PROVISION OF MIMECAST EMAIL CONTINUITY AND ARCHIVING SOLUTIONS FOR 12 MONTHS | |
| **SCM Enquiries** | **Full Name:** | Thokozani Dlamini |
| | **Email:** | TDlamini@Merseta.org.za |
| **Technical Enquiries** | **Full Name:** | Menzi Dlomo |
| | **Email:** | MDlomo@merseta.org.za |
| **Contents of RFQ** | 1. Bidders Information<br>2. Terms and Conditions of Request for Quotation (RFQ)<br>3. Undertaking by Bidder<br>4. Authority to Sign<br>5. SBD 4 - Bidder's Disclosure<br>6. SBD 6.1 Preference Points Claim Form<br>7. Specifications for Goods Required<br>8. Pricing Schedule<br>9. SBD 7.1 Contract Form - Purchase of Goods/Works | |

**Submission of Quotation**

Quotations must be clearly marked: ***RFQ Number & Description of the required goods/services'***

**Offers shall be submitted by email to:** quotations@merseta.org.za using the **RFQ number** as the email subject.

**Quotations received late / after the closing date and time will not be considered**

**Report unethical conduct on our Fraud Hotline: 0800 333 057**

*Stop scammers / theft / fraud / dishonesty / bribery /blackmail / intimidation and remain anonymous.*

# Bidders Information

| | |
|---|---|
| Company Name | |
| Company Registration number | |
| VAT registration number | |
| Contact Person | |
| Telephone number | |
| Cell number | |
| E-mail address | |
| Postal address | |
| | |
| Physical address | |
| | |
| CSD Supplier number | |

**I certify that the information furnished on this form is true and correct. I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

| _____ | _____ | _____ |
|---|---|---|
| Name of Representative<br>(Duly Authorised) | Signature | Date |

## Terms and Conditions of Request for Quotation (RFQ)

1. Any alteration made by the bidder must be initialled.
2. Submission of quotes received late (after the closing date and time) will not be considered.
3. The price(s) quoted shall be valid for a minimum **period of 60 days** from the closing date and time of this RFQ.
4. Bidders must be registered on the National Treasury's Central Suppliers Database.
5. The price(s) quoted must be firm and inclusive of value-added tax (VAT) where applicable.
6. The price(s) must include all related expenses, i.e., transport, accommodation, etc. (where applicable).
7. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022; the General Conditions of Contract (GCC) and if applicable any other Special Conditions of Contract.
8. The applicable preference point system for this tender is the 80/20 preference point system, Failure on the part of a tenderer to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder. Kindly refer to SBD 6.1 form for additional information.
9. Suppliers must complete the attached SBD 4 – Bidders disclosure, failure to complete these documents may result in the quotation being disqualified.
10. Quotations must be in accordance and comply with the terms of reference/specifications provided, unless otherwise stipulated.
11. The official merSETA quotation form must be used to quote the offered price. Should the allocated price page be insufficient, the tenderer may supplement the price page with an additional pricing breakdown on the company letterhead.
12. Price Declaration must be completed, and should the total RFQ prices differ, the one indicated on the price declaration shall be considered the correct price.
13. The successful supplier may be required to complete and sign and SLA or a written Contract Form SBD 7.1 or SBD 7.2. (If applicable)
14. This document may contain confidential information that is the property of merSETA.
15. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this RFQ, without prior written permission from merSETA and the Bidder.
16. All Copyright and Intellectual Property herein vests with merSETA and its Bidder.
17. Responses to this RFQ must be submitted by email quotations@merseta.org.za.
18. It is the responsibility of the bidder to ensure that its response reaches merSETA on or before the closing date and time of the RFQ.
19. No services must be rendered or goods delivered before acceptance of the official merSETA appointment letter or a Purchase Order form has been received.
20. **The merSETA reserves the right to appoint more than one supplier/service provider and or to award the quote as whole or in part.**
21. A full copy of General Conditions of Contract (GCC) are available and may be accessed for reference purposes on the National Treasury website by following the link below; (https://www.treasury.gov.za/divisions/ocpo/sc/generalconditions/general%20conditions%20of%20contract.pdf)

# Undertaking by Bidder

1. I/We hereby quote to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to merSETA on the terms and conditions. In accordance with the specifications stipulated in the quotation documents (and which shall be taken as part of and be incorporated into this quote) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2. I/we agree that:
   (a) the offer herein shall remain binding upon me and open for acceptance by merSETA during the validity period indicated and calculated from the closing time of the quote;

   (b) this quote and its acceptance shall be subject to the Public Finance Management Act, 1999, the merSETA Supply Chain Management Policy and Procedures, the General and Special Conditions of Contract as may be applicable, with which I/we am fully acquainted;

   (c) if I/we withdraw my quote within the period for which I/we have agreed that the quote shall remain open for acceptance, or fail to fulfil the contract when called upon to do so. The merSETA may, without prejudice to its other rights, agree to the withdrawal of my quote or cancel the contract that may have been entered into between merSETA and I/us. I/we will then pay to merSETA any additional expenses incurred for having either to accept any less favourable quote or, if fresh quote have to be invited, the additional expenditure incurred by the invitation of fresh quotes and by the subsequent acceptance of any less favourable quotes.

   (d) the merSETA shall reserve the right to recover such additional expenditure by set-off against monies which may be due to me under this, or any other tender or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional merSETA may sustain by reason of my default;

   (e) if my quote is accepted, the acceptance may be communicated to me by electronic mail, to the email address supplied in my quotation document;

   (f) the law of the Republic of South Africa shall govern the contract created by the acceptance of my quote and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :

   _____

   _____

   _____

3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my quote: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.

4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.

5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.

6. I/we confirm that I/we have declared all and any interest that I or any persons related to my business has with regard to this quote or any related quotations by completion of the Bidder's Disclosure Section.

**7. I/WE, THE UNDERSIGNED, WHO WARRANT THAT I AM DULY AUTHORISED TO DO SO ON BEHALF OF THE TENDERER, CERTIFY THAT THE INFORMATION SUPPLIED IN TERMS OF THIS DOCUMENT IS CORRECT AND TRUE, THAT THE SIGNATORY TO THIS DOCUMENT IS DULY AUTHORISED AND ACKNOWLEDGE THAT:**

(1) The tenderer will furnish documentary proof regarding any tendering issue to the satisfaction of the merSETA, if requested to do so.

(2) If the information supplied is found to be incorrect and/or false then merSETA, in addition to any remedies it may have, may: -

a) Recover from the contractor all costs, losses or damages incurred or sustained by merSETA as a result of the award of the contract, and/or

b) Cancel the contract and claim any damages which merSETA may suffer by having to make less favourable arrangements after such cancellation.

| _____ | _____ | _____ |
|---|---|---|
| Name of Representative (Duly Authorised) | Signature | Date |

## AUTHORITY TO SIGN

**Tender/RFQ NO: _____ Description: _____**

Indicate the business/entity type of the tenderer by ticking the appropriate box hereunder:

| Company | | Close Corporation | | Partnership | | Joint Venture | | Sole Proprietor | |
|---|---|---|---|---|---|---|---|---|---|

The tenderer must complete the fields set out below for the relevant category applicable to them, and attach their **Registration Certificates for Companies, Close Corporations and Partnerships**, or **Agreements and Powers of Attorney for Joint Ventures**, or **ID documents** to the support data provided at the end of this form.

I/We, the undersigned, being the Board of Directors / Members /Partners in the business trading as:

| **Business Name:** |
|---|
| **Registration No:** |

Hereby authorise/resolved that Mr/Ms_____, in his/her capacity as _____, is authorised to make applications and or sign on behalf of the Company / Close Corporation / Partnership / Trust /Joint Venture, all documents in connection with the tender, any contract resulting from our bid and any other documents and correspondence in connection with this bid and /or contract. ***Resolution by Board of Directors to be attached for Company***

**Signature of Signatory**:_____ **Date**: _____

**Sole Proprietor:** I, _____hereby confirm that I am the sole owner of the business trading as: _____Signature_____

CC Member/s, Partners, JV Partner Signatures:

| **Name** | **Signature** | **Date** |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

**NB: Failure to complete, sign and date the resolution as outlined above will negatively impact and delay contract signing. Bidders may attach a signed company resolution on a company letterhead**

# SBD 4 - Bidder's Disclosure

## 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

| Full Name | Identity Number | Name of State institution |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

_____

_____

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

_____

_____

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

## 3 DECLARATION

I, the undersigned, (name)_____ in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 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.

***I certify that the information furnished in paragraphs 1, 2 and 3 above is correct.***

***I accept that the state may reject the bid or act against me in terms of paragraph 6 of PFMA SCM Instruction 03 of 2021/22 on preventing and combating abuse in the Supply Chain Management System should this declaration prove to be false***.

| | |
|---|---|
| _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Position | Name of bidder |

2 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.

# SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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 To be completed by the organ of state

The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and
(b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **TOTAL POINTS FOR PRICE AND SPECIFIC GOALS** | **100** |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**
***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| Tenderer who has 51% to 100% black people ownership | 6 | |
| Tenderer who has 30% to 100% black women ownership | 4 | |
| Tenderer who has 30% to 100% black youth ownership | 4 | |
| Tenderer who has 30% to 100% White women ownership | 2 | |
| Tenderer who has 20% or more owners with disability | 4 | |
| **Total Points allocated to Specific Goals** | **20** | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm _____

4.4. Company registration number: ……..

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- ϒ Partnership/Joint Venture / Consortium
- ϒ One-person business/sole propriety
- ϒ Close corporation
- ϒ Public Company
- ϒ Personal Liability Company
- ϒ (Pty) Limited
- ϒ Non-Profit Company
- ϒ State Owned Company

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

**TENDERER'S SIGNATURE** _____

**SURNAME AND NAME**: _____

**DATE:** _____

**ADDRESS**: _____

_____

_____

_____

# Specifications/Description of Goods/Services Required

| *No* | *Description* | *Quantity Ordered* |
|---|---|---|
| 1 | PROVISION OF MIMECAST EMAIL CONTINUITY AND ARCHIVING SOLUTIONS FOR 12 MONTHS | 300 |

***Special Instructions***

1. Bidders must be a have a Mimecast reseller Partner, a valid reseller partner certificate/letter must be provided as part of bid Cloud hosting Business Continuity Seamless integration with Microsoft Exchange Search Functionality Perpetual archiving Solution.

# Key information for Bidders

## 1. Quotation Response: Returnable Documents

1.1 Prospective bidders must ensure that they submit a quotation/proposal that fully complies with the specifications and requirements outlined above. The quotation must;

a) Total price must include all related expenses, i.e. transport/delivery costs.

b) Price(s) quoted must be firm and must be inclusive of VAT when applicable

c) References where similar work was undertaken (if required);

d) Central Supplier Database registration number

e) A copy of BBBEE Certificate and;

f) Fully completed and signed Standard Bidding Documents (SBD) Forms.

g) Any certification required by the specifications as applicable to the specific procurement.

1.2 Prospective bidders must ensure that that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on CSD. It is therefore a condition of this RFQ that the tax matters of the bidder be in order at the time of award.

## 2. RFQ Submission

2.1 Bid documents may be emailed to quotations@merseta.org.za on or before the closing date and closing time.

2.2 The merSETA will only consider bid documents received on or before the closing date and time, regardless of the method used to provide them.

## 3. Late submissions of the RFQ

3.1 Submission of quotation(s) received late (after the closing date and time) will not be considered.

## 4. Compliance with Specifications

4.1 It is expected that the service provider, upon submission of the quotation, will fully address the technical/functional requirements of the specification.

## 5. Payment Terms

5.1 The merSETA undertakes to pay valid invoices in full within 30 (thirty) days from statement date for work done to its satisfaction upon presentation of a substantiated claim. The merSETA shall not pay for any unproductive or duplicated time spent by the service provider on any assignment because of staff changes, inefficiencies or rework.

## 6. Evaluation Process

The RFQ will be evaluated using a three (03) evaluation approach:

**Stage 1:** Compliance with Administrative and Mandatory Requirements.
**Stage 2:** Evaluation of Compliance to Specifications
**Stage 3:** Price and Preference goals

6.1 **First stage:** Compliance with Administrative and Mandatory Requirements

a) Bidder completed all RFQ Forms

b) Bidder registered on National Treasury CSD (Provide a valid CSD Number)
c) Pricing Schedule
d) SBD 4 – Bidders disclosure
e) SBD 6.1. Preference Points Claim form
f) SBD 7.1 Contract forms
*g)* Any other mandatory required

6.2 **Second Stage:** Compliance to Specifications or Functionality Scoring (if applicable)

The purpose of the technical evaluation criteria (functionality or compliance to specification) is to determine capacity and technical responsiveness of each proposal by assessing the quality thereof. Below is a detailed breakdown of the scoring criteria. Bidders from the second stage who have complied with the specifications or achieved required minimum threshold points will be eligible to progress to the next stage to be evaluated on points for Price and Specific Goals.

6.3 **Third Stage:** Price and Preference goals

a) After the evaluation of mandatory/administrative requirements, functionality and or compliance to specification, the next stage of evaluation of the bids will be in respect of price and preferential points only.
b) In compliance with the Preferential Procurement Regulations 2022, the 80/20 preference point system is applicable: points for this bid shall be awarded for Price (80) and 20) Preference as defined in SBD 6.1
c) Preferential goals and applicable points for this RFQ in terms of Preferential Procurement Regulations 2022, are indicated in the table below:

| Specific goal | Points | Example of Submission | Tick if provided | Indicate document that has been submitted |
|---|---|---|---|---|
| Black People Ownership – 51% or more | 6 | Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD | | |
| Black Women Ownership – 30% or More | 4 | Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD | | |
| Black Youth Ownership – 30% or More | 4 | Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD | | |
| White Women Ownership – 30% or More | 2 | Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD | | |
| People with Disability (PwD) Ownership | 4 | Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD | | |
| **Total Points allocated** | **20** | | | |

d) Failure on the part of a bidder to submit proof or documentation required in terms of this RFQ to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed by the bidder.

e) The merSETA reserves the right to require 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 merSETA.

f) merSETA reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract where applicable merSETA reserves the right not to accept the lowest financial offer or any offer.

## 7. The merSETA Rights

7.1 The merSETA reserves the right, at any time prior to the closing date, to amend any bid condition, the bid validity period, the RFQ specifications, or to extend the closing date. Where bidder particulars are available, merSETA shall notify affected bidders in writing and publish such amendment on its website. Bidders remain responsible for monitoring the website prior to submission.

7.2 The merSETA shall not be obliged to accept the lowest-priced bid or any bid, whether in whole or in part. Award shall be made to the bidder that, in merSETA's sole discretion, demonstrates the requisite capability and submits a bid that is functionally compliant and financially advantageous to merSETA.

7.3 The merSETA reserves the right to award this bid in whole or in part.

7.4 merSETA reserves the right to conduct site inspections at the bidder's premises or client sites, where deemed necessary.

7.5 merSETA reserves the right to require any information, agreement, or supporting document necessary to verify a bid. By submitting a bid, the bidder consents to such verification, including FICA and related background checks on the bidding entity and its directors, trustees, shareholders, or members.

7.6 In addition to the references submitted, merSETA reserves the right to consider its own past experience with any bidder that has supplied similar goods/ rendered similar services to merSETA within the preceding five (5) years.

# Pricing Schedule: Firm Prices

**NOTE 1:**

a) **Only firm prices will be accepted. Non-Firm prices (including prices subject to rates of exchange variations) will not be considered**

b) **In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point**

| | | | |
|---|---|---|---|
| **Company Name:** | | | |
| **RFQ number:** | RFQ/ICT/26/27/241 | **Closing Date & Time** | 17 November 2026 12:00PM |

OFFER TO BE VALID FOR 60 DAYS CALENDER DAYS FROM THE CLOSING DATE OF QUOTE.

BASIC GOODS/GENERAL SERVICES PRICE TABLE

| **Item no.** | **DESCRIPTION** | **QUANTITY** | **UNIT PRICE** | **TOTAL** |
|---|---|---|---|---|
| | | | | |
| **1.** | Provision Of Mimecast Email Continuity and Archiving Solutions For 12 Months | 300 | | |
| | | **Delivery costs/charges** | | |
| | | | **SUB TOTAL** | |
| | | | **VAT @ 15%** | |
| | | | **GRAND TOTAL** *(Price in SA Rands with all applicable taxes included)* | |
| **Does the offer comply to specification? Yes / NO** *If not, furnish details of deviation in space provided for "Remarks"* | | | | |
| **Remarks:** | | | | |

I (full name)_____, in my capacity as _____, the duly authorised representative of _____(business name) hereby declares that the offer is in accordance with the specification, and the offer complies with the conditions/clauses contained in this RFQ document.

| | | |
|---|---|---|
| **Signature of duly authorised company representative** | | **Date**: |

# SBD 7.1 Contract Form - Purchase of Goods/Works

## PART 1 (TO BE FILLED IN BY THE BIDDER)

**This form must be filled in duplicate by both the successful bidder (part 1) & the purchaser (part 2). Both forms must be signed in the original so that the successful bidder and the purchaser would be in possession of originally signed contracts for their respective records.**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to merSETA in accordance with the requirements and specifications stipulated in the above mentioned RFQ number at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Specification(s) or Terms of Reference;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) _____

CAPACITY _____

SIGNATURE _____

NAME OF TENDERER _____

DATE _____

WITNESSES

1 _____

2. _____

DATE: _____

# SBD 7.1 Contract Form - Purchase of Goods/Works

## PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I_____ in my capacity as _____
accept your quotation under reference number _____dated _____
for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| | |
|---|---|
| **GOODS/SERVICE DESCRIPTION** | |
| **PRICE (ALL APPLICABLE TAXES INCLUDED)** | |
| **DELIVERY PERIOD** | |
| **TOTAL PREFERENCE POINTS CLAIMED** | |
| **POINTS CLAIMED FOR SPECIFIC GOAL 1** | |
| **POINTS CLAIMED FOR SPECIFIC GOAL 2** | |
| **POINTS CLAIMED FOR SPECIFIC GOAL 3** | |
| **POINTS CLAIMED FOR SPECIFIC GOAL 4** | |
| **POINTS CLAIMED FOR SPECIFIC GOAL 5** | |

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ DATE: _____

NAME (PRINT):_____ SIGNATURE: _____

| OFFICIAL COMPANY STAMP | WITNESSES<br><br>1. _____<br><br>2. _____<br><br>DATE: _____ |
|---|---|