

PROPOSAL TO BE HAND DELIVERED	SAPO Supply Chain Management Cnr James Drive & Moreleta Street Silverton 0184
RFP VALIDITY PERIOD:	180 DAYS (from closing date)
ENQUIRIES: PROCUREMENT SPECIALIST	Martin Lekhuleni Tel: 012 845 2667 Email address: Martin.lekhuleni@postoffice.co.za

Schedule of Bid Documents

SBD1 - INVITATION TO BID.....	1
SBD4 - BIDDER'S DISCLOSURE.....	4
1. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS	7
2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	11
3. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS.....	14
4. SPECIFICATION.....	15
5. EVALUATION CRITERIA.....	1
6. PRICING SCHEDULE	5
7. RETURNABLE DOCUMENT(S).....	1
8. ANNEXURE BC-Conformation to Specification.....	3

SBD1 - INVITATION TO BIDPART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP/26/27/15	CLOSING DATE:	2026/11/13	CLOSING TIME:	11H00
DESCRIPTION	To provide Trend Micro Services for the South African Post Office				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SAPO Supply Chain Management [tender box at main gate]					
C/o James Drive and Moreleta Street					
Silverton					
0184					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Martin Lekhuleni		CONTACT PERSON		
TELEPHONE NUMBER	012 845 2667		TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Martin.lekhuleni@postoffice.co.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐
YES ☐ NO					

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐

YES ☐ 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.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 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 PIN 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."

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: _____

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:
-
-
- 2.4 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**
- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

Directors

Bidders to submit the list of Directors on the company letterhead as follows: ID copies and CIPC certificate must be attached

First Name	Middle Name (where applicable)	Surname	Gender	Race

Shareholders

Bidders to submit the list of Shareholders on the company letterhead as follows: ID copies and Share certificates must be attached

First Name	Middle Name (where applicable)	Surname	Gender	Race

1. SCOPE OF SUPPLY AND SPECIFIC INSTRUCTIONS

1. DESCRIPTION OF SERVICE

To provide Trend Micro Services for the South African Post Office

2. POINT OF DELIVERY OF SERVICES

497 National Post Centre (NPC)
C/o Jeff Masemola & Sophie de Bruyn Streets
Pretoria

3. PRICE BASIS

- Bidders shall take into account that the Post Office's total requirements may not be allocated to only one bidder.
- The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the currency of the relationship.

4. PAYMENT

The Contract Price is the amount, agreed to by both parties during contract negotiation process, which the Post Office shall pay to the Service Provider for the Services rendered in terms of the Agreement. The Contract Price for the Services provided by the Service Provider to the Post Office shall be inclusive of VAT and payable 30 days upon statement date.

5. PROPOSAL DOCUMENTS

- Bidders responding to this RFP are deemed to do so, on the basis that they acknowledge and accept all the Terms and Conditions of this RFP.
- Proposals must be submitted through the Tender Box. It is the bidder's sole responsibility to ensure that the bid has been submitted and inserted in the tender box received by no later than the **2026/11/13 at 11h00**. Proposals received after the stipulated bid closing date and time will not be considered for bid evaluation purposes.
- Any amendments to the proposal documents, whether erasures or by means of correction fluid (e.g. Tippex), must be initialled by the bidder.
- All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- Pricing schedule must be completed in South African Rands (ZAR). Failure to provide the bid in South African Rands will result in the bid being non-responsive.
- Proposals must be compiled in the following manner:
 - 5..1 One (1) original proposal (marked 'original') must be submitted in file(s).
 - 5..2 Electronic submission of one(1) **USB as per Original file**
 - 5..3 If the proposal is submitted by a Consortium / JV / Partnership, each company forming part of the Consortium / JV / Partnership must submit consolidated **BBBEE** Certificate for scoring point and proof of Consortium / JV / Partnership.. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points. Bidder must submit a valid BBBEE Certificate, an expired BBBEE Certificate .and must be valid at the bid closing date
- Hand delivered proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal:
 - 5..1 Name of bidder;
 - 5..2 Description of proposal;
 - 5..3 RFP number;
 - 5..4 Closing date and time;
 - 5..5 Name of person for whose attention the proposal is intended; and
 - 5..6 The name and address of the Bidder must be written on the reverse side of the proposal / envelope.

6. CONSULTATION PRIOR TO SUBMISSION OF A PROPOSAL

Bidders shall consult, **in writing**, with the undernoted Post Office officials should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. The Post Office undertakes to provide clarification in writing and questions and answers shall be loaded on national treasury etender portal, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Martin Lekhuleni (Procurement Officer)	South African Post Office Limited Supply Chain Management C/o James Drive and Moreleta Street, Silverton, Pretoria.	Tel: 012 845 2667 Martin.lekhuleni@postoffice.co.za

7. CLARIFICATIONS

- Bidders are encouraged to submit clarification questions in writing to South African Post Office Officials mentioned above not later than **2026/11/04**. No further questions will be entertained after this period.
- The SAPO will respond in writing to queries and load the questions and answers to national treasury e-tender portal website.
- Oral communication or instruction by SAPO or its representative shall have no standing in this RFP unless and until they have been confirmed in writing.
- SAPO accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this RFP.

8. VALIDITY PERIOD OF PROPOSAL

The period during which the Post Office shall have the right to accept a proposal without any right of withdrawal on the part of the bidder shall be Hundred and Eighty days **180 DAYS (from closing date)** from the date on which proposals are due. After such period a bidder may withdraw his proposal if he has not been notified of its acceptance.

Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from the tender process?

9. COST OF THE BID

Each Bidder shall bear all of its costs (of whatsoever nature) associated with the preparation or submission of its bid and of negotiating with the SAPO regarding a possible contract agreement and any other costs and expenses incurred by the Bidders in connection with or arising out of the competitive procurement process.

10. BIDDING CONDITIONS

- The South African Post Office reserves the right to reject and /or disqualify any proposal:
 - 10..1 Received without all the data and information requested.
 - 10..2 Submitted after the stated submission deadline [closing date]
 - 10..3 Which does not conform to instructions and specifications detailed herein;
- That fails to comply with the specification.
 - 10..1 That contains any information that is found to be incorrect or misleading in anyway.
 - 10..2 Such non-compliant bids shall be rejected without further evaluation, provided that SAPO believes, in its own discretion, that the non-compliance is minor then SAPO may continue with the evaluation, or seek clarification thereon or reject the bid.
- The South African Post Office reserves the right:
 - 10..1 Not to award or cancel this RFP at any time and shall not be bound to accept the highest scoring or any bid.
 - 10..2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
 - 10..3 To accept part of a bid rather than the whole bid.
 - 10..4 To split the award of the bid between two or more Bidders.
 - 10..5 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 the Preferred Bidders and Reserved Bidders have been notified of their status as such.
 - 10..6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the Services bidden for, whether before or after adjudication of the bid.
 - 10..7 Request audited financial statements or other documentation for the purposes of a due diligence exercise;

- 10..8 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10..9 To award the bid to a Bidder who is not the highest scoring Bidder, provided that an objective criteria was indicated in the evaluation criteria.
- 10..10 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 10..11 To award the business to the next highest scoring bidder(price and specific goal), provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price, even after they have been issued with a Letter of Regret.
- No attempts may be made, whether directly or indirectly, to canvass any member of SAPO staff before the award of the contract. Any enquiries must be referred, in writing, to the specified person(s).

11. JOINT VENTURES, CONSORTIUMS, PARTNERSHIPS AND TRUSTS

- A trust, consortium or joint venture, will qualify for points for their specific goal as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their specific goal as an unincorporated or incorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. If a consolidated BBBEE Certificate is not submitted together with the proposal at closing date of the bid, the bidder will not be disqualified but receive zero (0) points for Specific Goals/Preference points
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. SAPO 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 clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly 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.

12. SAMPLES (If applicable)

SAPO shall not pay for samples provided and damaged / destroyed samples as a result of destruction testing.

13. CONDITIONS OF PURCHASE

The terms and conditions applicable to any order / contract that may result from this bid will be stated in the main contract between SAPO and appointed service provider.

2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1 DEFINITION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Confidentiality Agreement, bear the meanings ascribed to them:

- 1.1 "Bidder" shall mean any person who attends the briefing session and/or any entity which is represented at the briefing session whose details and signature are set out in the attendance register;
- 1.2 "Confidentiality Agreement" shall mean this confidentiality Agreement; and
- 1.3 "Post Office" shall mean the South African Post Office, a public company with limited liability duly incorporated in accordance with company laws of the Republic of South Africa with registration number 1991/005477/06.

2 INTRODUCTION

- 2.1 The Bidder has attended a briefing session which is hosted by the Post Office, at which the Post Office shall provide information to Bidders who wish to enter into discussions with the Post Office concerning a number of issues pertaining to the possible provision of services by the Bidder to the Post Office, which discussions may or may not result in the Post Office and the Bidder entering into an agreement, arrangements, discussions or alliances.
- 2.2 During the briefing session and in negotiating the business relations, the Post Office shall disclose confidential information relating to its business to the Bidder.
- 2.3 The Bidder agrees to be bound by the terms and to be subject to the conditions of this Confidentiality Agreement.

3 CONFIDENTIAL INFORMATION

Confidential Information in respect of this Confidentiality Agreement shall include, but not be limited to, all oral, written, printed, photographic and recorded information of all types that is:

- 3.1 Confidential or secret information relating to the commercial and financial activities of the Post Office, which would include legal, financial, contractual or commercial arrangements between the Post Office group of companies, customers and/or third parties;
- 3.2 Confidential information and details concerning current or prospective customers, suppliers, commercial associates and other parties with whom the Post Office enjoys a commercial relationship;
- 3.3 Proposed, impending or actual commercial transactions, arrangements, ventures, agreements or opportunities which are of a confidential or secret nature;
- 3.4 Trade secrets, operating procedures, quality control procedures, approximate operation personnel requirements, descriptions, trade names, trademarks, know how, techniques, technology, copyright, and all goodwill relating to the business and any other existing intellectual property rights or any intellectual property created as a result of the provision of services;
- 3.5 Confidential or privileged information concerning disputes, claims, litigation or similar actions in which any party is or may become involved; and
- 3.6 Any other information surrounding the nature of the discussions giving rise to this Confidentiality Agreement.

4 EXCLUDED INFORMATION

There will be no obligation of confidentiality or restriction on the use of information where:

- 4.1 The information is publicly available, or becomes publicly available otherwise than by action of the Bidder; or
- 4.2 The information was already known to the Bidder (as evidenced by its written records) prior to its receipt under this or any previous confidentiality agreement between the parties or their affiliates; or
- 4.3 The information was received from another party not in breach of an obligation of confidentiality.

5 NON-DISCLOSURE

- 5.1 The Bidder acknowledges that the Confidential Information is a valuable and unique asset proprietary to the Post Office.
- 5.2 The Bidder agrees that it shall not disclose the Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Post Office.
- 5.3 The Bidder may disclose the Confidential Information only to its directors and other officers, employees and professional advisors agents and consultants only on a strictly need-to-know basis and on the terms and conditions provided for in this Confidentiality Agreement.

- 5.4 The Bidder undertakes not to use the Confidential Information for any purpose other than:
- 5.4.1 That for which it is disclosed; and
 - 5.4.2 In accordance with the provisions of this Confidentiality Agreement.
- 5.5 The Bidder undertakes to ensure that their employees will observe and comply with their obligations in respect thereof, whether or not they remain employees of the Bidder.
- 5.6 The Bidder agrees that it shall only, where necessary, disclose the Confidential Information to its professional advisers, agents and consultants, provided that such professional advisers, agents and consultants sign a similar undertaking and that they are aware of the confidential nature of the information being made available to them.
- 5.7 The Bidder shall takes all steps necessary to procure that such professional advisers, agents and consultants agree to abide by the terms of this Confidentiality Agreement to prevent the unauthorized disclosure of the Confidential Information to third parties.

6 OWNERSHIP

- 6.1 All Confidential Information disclosed by the Post Office to the Bidder is acknowledged by the Bidder to be proprietary to the Post Office who shall retain all right, title and interest in and to that information.
- 6.2 The possession of the Confidential Information by the Bidder does not to confer any rights of whatever nature in such Confidential Information to the Bidder.
- 6.3 No provision in this Confidentiality Agreement shall be interpreted to confer any right of license under any trademark, patent or copyright, or any applications for such a trademark, patent or copyright which may be pending now or in the future to the Bidder.

7 STANDARD OF CARE

The Bidder agrees that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality Agreement using the same standard of care that it applies to its own proprietary, secret or confidential information, but in any event not less than a reasonable standard of care, and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorized disclosure thereof.

8 RETURN OF CONFIDENTIAL INFORMATION

- 8.1 The Post Office may at any time request the return of the Confidential Information disclosed to the Bidder. Upon the return of the Confidential Information, the Bidder shall submit a written statement to the Post Office confirming that the Bidder has not retained in its possession or under its control, either directly or indirectly, any Confidential Information.
- 8.2 Alternatively to the return of the material contemplated in clause 8.1 above, the Bidder shall, at the request of the Post Office, destroy the Confidential Information and furnish the Post Office with a written statement to the effect that all Confidential Information in the possession or under the control of the Bidder has been destroyed.
- 8.3 The Bidder shall comply with the request in terms of this clause 8 within forty-eight hours of receipt of such a request.

9 BREACH

- 9.1 Any breach of any obligation or undertaking by the Bidder will constitute a material breach of this Confidentiality Agreement.
- 9.2 The Bidder shall be liable to pay the Post Office all costs incurred in the protection of its interests in terms of this Confidentiality Agreement on an attorney and own client scale.
- 9.3 The Bidder acknowledges that the Post Office shall be entitled to apply to court for an interdict or other appropriate relief against the Bidder, should the Post Office have any reasonable basis to believe that the Bidder is or may be in breach of this Confidentiality Agreement and thus endangering the proprietary interests of the Post Office.

10 DURATION

The obligations undertaken by the Bidder in terms of this Confidentiality Agreement shall endure notwithstanding the termination of this Confidentiality Agreement or notwithstanding that either party decides at any time, whether before or after the commencement of this Confidentiality Agreement, not to pursue the discussions to enter into a business relationship or that the relationship between the parties pursuant to those discussions is terminated for any reason whatsoever

11 GENERAL

- 11.1 This Confidentiality Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- 11.2 No addition to, variation of, or agreed cancellation of this Confidentiality Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties.
- 11.3 No relaxation or indulgence which the Post Office may grant to the Bidder shall constitute a waiver of the rights of the Post Office and shall not preclude the Post Office from exercising any rights which may have arisen in the past or which might arise in future.
- 11.4 The Bidder agrees and confirm by their signature to the RFP Documents that any present and/or previous discussions or correspondence shall, for purposes of this Confidentiality Agreement, be considered to be Confidential Information.
- 11.5 An approval or consent given by a party under this Confidentiality Agreement shall only be valid if in writing and shall not relieve the other party from responsibility for complying with the requirements of this Confidentiality Agreement nor shall it be construed as a waiver of any rights under this Confidentiality Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Confidentiality Agreement.

SIGNATURE

.....

NAME OF DELEGATED SIGNATORY

.....

(PRINT)

in his capacity of

DESIGNATION OF SIGNATORY

.....

(PRINT)

who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY)

.....

DATE

.....

3. CERTIFICATE OF ACQUAINTANCE WITH BID DOCUMENTS

I/We _____ of _____ do hereby certify (Name of Company) that I/we acquainted myself/ourselves with the contents of all the documents listed in the Schedule of Bid Documents, as laid down by The South African Post Office for carrying out of the proposed works.

SIGNED AT _____ on this _____ day of _____ 20 _____

SIGNATURE : _____

NAME OF DELEGATED SIGNATORY : _____
(PRINT) in his capacity of

DESIGNATION OF SIGNATORY : _____
(PRINT) who warrants his authority to sign on behalf of the bidding company

4. SPECIFICATION

See attached detailed specification

5. EVALUATION CRITERIA

The evaluation of the bidders will be done as follows:

- **Phase 0:** Compulsory Briefing Session
- **Phase 1:** Gatekeeping Criteria
- **Phase 2:** Bid Conditions
- **Phase 3:** Commercial - Price (80) and Specific Goal (20).or Price (90) and Specific Goal (10).
- **Phase 4:** Due Diligence/Presentations

5.1. Phase 1 Gatekeeping Criteria

The bidder is required to provide SAPO with the following in their bid proposal. **Failure to comply with the gate-keeping criteria will result in the disqualification of the bid.**

5.1.1 Pricing Schedule

Bidders must submit a completed pricing schedule (Table A+ Table B + Table C) in the format provided in the specification and Pricing schedule with a cost quoted on ALL line items listed.

5.2. Phase 2 Bid Conditions

Bidders must provide the following documentation with their bid proposals. Should the bidder fail to submit at the time of closing of the bid, bidder/s will be requested to submit the outstanding bid condition/s document(s) Failure to comply will result in the disqualification of the bid.

The statutory requirements that being tax compliance are excluded. Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO

5.2.1 Authorised Trend Micro and or TrendAI partner in good standing

5.2.1.1 Bidders must be an authorised Trend Micro and or TrendAI partner in good standing, and must have held that status for a minimum of five (5) years within the past seven (7) years from the bid closing date.

5.2.1.2. As proof of 5.2.1.1 bidders must submit a letter from the OEM, on the OEM's letterhead, confirming that the bidding company is a) an authorised Trend Micro and or TrendAI partner in good standing, and b) has held that status for a minimum of five (5) years within the past seven (7) years from the bid closing date

5.2.2 Experience - Enterprise security licence renewals and support ≥ 1 000 users

5.2.2.1 Bidders must demonstrate that the bidding company has the required a) minimum five (5) years' experience within the past seven (7) years from bid closing date, b) delivering enterprise security licence renewals and support, c) in environments of ≥ 1 000 users.

5.2.2.2 Bidders must provide a minimum of two (2) client reference letters on the clients' letterhead confirming that the bidding company has the required a) minimum five (5) years' experience within the past seven Page 5 RFP 26/27/15/Trend Micro/ML South African Post Office (7) years from bid closing date, b) delivering enterprise security licence renewals and support, c) in environments of ≥ 1 000 users.

5.2.2.3 Bidders must use **Annexure BR** as the client reference template for confirming the bidding company's required experience.

5.2.3 Valid Trend Micro and or TrendAI certification

5.2.3.1 Bidders must demonstrate that the minimum two (2) engineers assigned to the project/contract are valid Trend Micro and or TrendAI certified and have the required minimum of two (2) years' completed working experience on Trend Micro and or TrendAI products in the past four (4) years from the bid closing date.

5.2.3.2 Bidders must use **Annexure PR** as a template to confirm the names of the two (2) engineers assigned to the project/contract who are valid Trend Micro and or TrendAI certified and have the required minimum of two (2) years' completed working experience on Trend Micro and or TrendAI products in the past four (4) years from the bid closing date.

5.2.3.3 Bidders must submit proof of valid Trend Micro and or TrendAI certification of the two (2) engineers assigned to the project/contract

5.2.4 Procedures Standard support and call logging procedure

Bidders must submit the following;

5.2.4.1 The bidding company's Standard Support and Call Logging Procedure

5.2.4.2 Setting out priority definitions.

5.2.4.3 Response times per priority

5.2.4.4 Call logging channels and operating hours including after hours

5.2.4.5 The escalation path with named escalation contacts through to the OEM

5.2.4.6 And how call status is reported to SAPO through to resolution.

5.2.5 Conformation to Specification

The bidder must confirm compliance with the scope and supply of work as contained in the specification document.

5.2.1.1 Bidders must complete and submit **Annexure BC** as confirmation of compliance with the scope and supply of work as contained in the specification document.

5.2.6 Central Supplier Database

Bidders must be registered on the National Treasury Central Supplier Database (CSD). If the bidders are not registered the bidder can register online at the following website www.csd.gov.za to upload mandatory information as required.

Note: That if your CSD indicate that you are government employees SAPO will not be able to conduct a business with your company, your proposal will be disqualified.

5.2.7 SBD Forms

- Bidders must complete and submit SBD1 forms.
- Bidders must complete and submit SBD4 forms

5.2.8 Tax compliance requirements

- SAPO will not do business with a supplier who is not tax compliant.
- A CSD MAAA number provided by the bidder on the SBD1 form will enable SAPO to verify a bidder's tax Compliance status.
- Seven (7) working days for tax compliance shall apply from the date the request was sent by SAPO

5.2.9 Restricted Suppliers on all national treasury platforms

SAPO shall disqualify bidders that are on the National Treasury list of restricted suppliers in all national treasury platforms.

5.3 Phase 3 Commercial (Price and Specific Goals)

5.3.1 Specific Goals

The specific goal that this project seeks is to appoint service provider/s that are as follows;

- At least ≥ 51% Black owned or more.
- At least ≥ 51% Youth owned.
- At least ≥ 51% Women owned.
- At least ≥ 1% owned by disabled person(s)

Note: Tenderers who do not submit specific goal requirements with their bid proposal submitted on the specified bid closing date will not be disqualified from the bid evaluation process. Tenderers will not score points out of 20 for the specific goals, but zero (0) points will be scored.

5.3.2 Commercial Evaluation

The bid will be evaluated as follows;

Price (80) and Specific Goals (20) or Price (90) and Specific Goals (10)

Criteria	Weight	Sub-criteria
Total Price	80/100	Benchmark against lowest quote
Contribution to specific Goals	20/100	Points will be awarded to bidders in accordance to the specific goal table below:

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is 51% Black owned or more.	10	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% women owned.	3	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person(s)	2	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).

OR

Criteria	Weight	Sub-criteria
Total Price	90/100	Benchmark against lowest quote
Contribution to specific Goals	10/100	Points will be awarded to bidders in accordance to the specific goal table below:

Specific Goal	Points	Required Documents to be submitted for evaluation
Bidding Company is 51% Black owned or more.	5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥ 51% Youth owned	2.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).

Bidding Company is ≥ 51% women owned.	1.5	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).
Bidding Company is ≥1% owned by disabled person	1	BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).

5.4 Phase 4 Due Diligence

IT conditions to bid – Due Diligence and presentations

SAPO reserve the right to conduct a due diligence and/or to request presentations to verify the information submitted with the bidder's proposal. The bidder will be disqualified if the information is found not verifiable and may include amongst other

- Request presentations for proposal clarification and verification.
- Verify valid Trend Micro and or TrendAI partnership status and the valid certification of proposed engineers.
- Request product entitlement validation directly from Trend Micro and or TrendAI.
- Conduct reference checks before award.

6. PRICING SCHEDULE

1. Bidders shall quote rates that include the cost of all labour, insurance, equipment, materials and consumables required to execute the service.
2. Bidders shall quote rates that include value added tax;
3. Bidders must bid/quote for all items in the pricing schedule. It is compulsory that the pricing schedule be completed fully and correctly.
4. Bidders will not be requested to correct the prices after the closing of the bid. Incomplete pricing will deem non responsive bid and will not be considered in the evaluation process.
5. For purpose of Vat Bidders are requested to use 15% VAT

Bidders must price every line item in the tables below. Prices must be quoted in South African Rand, excluding VAT, and must be firm for the twelve (12) month contract period.

Table A: Endpoint, email and internet access security

Item	Product description	OEM SKU	Qty	Unit price (R, excl. VAT)	Total (R, excl. VAT)
1.1	TrendAI Flex (credits) – Renew, 12 months	VO11099108	705 000		
Subtotal A (excl. VAT)					

Table B: Network security

Item	Product description	OEM SKU	Qty	Unit price (R, excl. VAT)	Total (R, excl. VAT)
2.1	TrendAI TippingPoint 15 Gbps TPS Inspection License + Threat DV + TLS Inspection + Support + DV – Renew, 12 months (perpetual licence, AMEA)	TPRN0209	2		
2.2	TrendAI TippingPoint 8200TX hardware + Support – Renew, 12 months	TPRM0081	2		
2.3	TrendAI TippingPoint vSMS Enterprise Virtual Appliance + Support – Renew, 12 months	TPRN0244	1		
2.4	TrendAI Deep Discovery Inspector Virtual Appliance, 500 Mbps – Renew, 12 months	DD11045577	1		
Subtotal B (excl. VAT)					

Table C: Summary

Summary	Amount (R)
Subtotal A: TrendAI Flex credits (item 1.1)	
Subtotal B: Network security (items 2.1 to 2.4)	
Total excluding VAT	
VAT at 15%	
Total including VAT	

SIGNATURE:

NAME OF DELEGATED SIGNATORY:

(PRINT) in his capacity of

DESIGNATION OF SIGNATORY:.....

(PRINT) who warrants his authority to sign on behalf of

NAME OF BIDDER (COMPANY).....

7. RETURNABLE DOCUMENT(S)

Returnable Documents means all the documents, and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids. The section contains bookmarks for ease of reference.

Administrative Documents

Respondents are required to submit with their bid submissions the following Administrative Documents, and also confirm submission of these documents by so indicating [Yes or No] in the tables below:

Administrative Returnable Documents	Submitted [Yes or No]
Completed SBD 1	
Completed SBD 4	
Completed Confidentiality and Non-Disclosure	
Completed Certificate of Acquaintance with bid Requirements	
Latest CSD Report / MAAA number	

Evaluation Documents:

Gatekeeping Documents

Gatekeeping Returnable Documents	Submitted [Yes or No]
Pricing Schedule	

Bid Condition Documents

Bid Conditions Returnable Documents	Submitted [Yes or No]
Authorised Trend Micro and or TrendAI partner in good standing	
Experience - Enterprise security licence renewals and support $\geq 1\,000$ users(Annexure BR)	
Valid Trend Micro and or TrendAI certification (Annexure PR)	
Standard Support and Call Centre Logging Procedures	
Conformation to Specification(Annexure BC)	

Points for Specific Goals

Tenderers who do not submit specific goal requirement will not be disqualified from the bid process, but they will score zero (0) points out of 10/20 for the specific goal.

Required Documents to be submitted for evaluation	Submitted [Yes or No]
---	--------------------------

BEE Certificate - SANAS accredited OR Signed Sworn Affidavit by a Commissioner of oaths (EMEs and QSEs). OR a DTI BBBEE Certificate (EMEs and QSEs).	
Joint Venture (i.e. incorporate/unincorporated), a consolidated BEE certificate must be submitted to earn the relevant point(s).	

8. ANNEXURE BC-Conformation to Specification

SEE THE ATTACHED ANNEXURE BC TO BE COMPLETED BY THE BIDDER AND INSERT BIDDERS'S COMPANY LETTERHEAD

9. ANNEXURE BR-Bidders Experience

SEE THE ATTACHED ANNEXURE BC TO BE COMPLETED BY THE BIDDERS'S CLIENT IN THE CLIENT-LETTERHEAD

10. ANNEXURE PR-Proposed Engineers

SEE THE ATTACHED ANNEXURE BC TO BE COMPLETED BY THE BIDDER AND INSERT BIDDERS'S COMPANY LETTERHEAD