



# **THE NATIONAL CREDIT REGULATOR**

**FEBRUARY 2018**

**TERMS OF REFERENCE FOR A  
SERVICE PROVIDER TO UPGRADE  
NCR'S CALL CENTRE SYSTEM AND  
PROVIDE MAINTENANCE FOR 3  
YEARS**

**RFP NUMBER: NCR473/02/2018**

**DUE DATE: 09 MARCH 2018**

# **SECTION 1**

## **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 **09 MARCH 2018**, and must be enclosed in a sealed envelope which must be clearly labelled/addressed on the outside:

**(a) RFP No: NCR473/02/2018**

**(b) TERMS OF REFERENCE: CALL CENTRE SYSTEM  
UPGRADE, MAINTENANCE AND SUPPORT FOR 3 YEARS**

**(c) BRIEFING SESSION/SITE INSPECTION: 21 FEBRUARY 2018 AT 14H00**

**(d) CLOSING DATE: 09 MARCH 2018 AT 11H00 SHARP**

**2.2.** Proposals are to be submitted in the marked tender box, in the reception area, National Credit Regulator, 127-15<sup>th</sup> 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 **09 MARCH 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**

<b>Date</b>	<b>Activity</b>
<b>16/02/2018</b>	Issue tender document
<b>21/02/2018</b>	Briefing session at 14h00
<b>09/03/2018</b>	Closing date at 11h00
<b>13/03/2018</b>	Evaluations – functionality criteria
<b>16/03/2018</b>	Consolidation of scores
<b>16/03/2018</b>	Verification of scores
<b>22/03/2018</b>	Adjudication committee
<b>06/04/2018</b>	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>B-BBEE status level of contributor</b>	<b>Number of points</b>	<b>Price</b>
Total maximum points	<b>20</b>	<b>80</b>

**Functionality will be evaluated in terms of Section 2 point 3**

#### **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](mailto:procurement@ncr.org.za)

# TERMS OF REFERENCE/ SCOPE OF WORK

## FOR UPGRADE OF THE NATIONAL CREDIT REGULATOR CISCO TELEPHONY SYSTEM

### 1. Introduction

The objective of this assignment is: “To appoint a CISCO certified service provider to upgrade the NCR Telephony system”, in accordance with specific processes and procedures as prescribed by the NCR.

### 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.

The NCR has currently deployed a CISCO Collaboration solution based on a Tested Reference Configuration (TRC) using the UCS C220 M3S. Dual servers are deployed in a High Availability model and the following applications installed:

- CISCO unified communications manager (8.5)
- CISCO unity connection
- CISCO unified contact centre express
- Libra data voice recorder (call centre recorder)
- CISCO attendant console
- Checkmate wallboard (Call centre stats)

### 3. Objective

The objective of the project is to appoint a CISCO certified service provider to provide the NCR with the CISCO Business edition 6000 (BE6000) and migrate all currently installed applications. The service provider is also required to provide technical support and maintenance of the system.

#### **4. Scope of the project and technical requirements overview**

The successful bidder will:

##### **4.1. Technical Upgrade should:**

- Provide the NCR with the CISCO Business edition (BE6000)
- Migrate and upgrade all current applications / configurations/ licensing from the current C220 Appliances to the BE6000
- Upgrade existing versions of Call Manager and UCCX to latest version
- Provide a 36 Months CISCO Software support contract (SWSS)
- Provide a cost effective wallboard for call centre stats
- Provide 3-year OEM licensing
- Provide a Telephony Management System for Call Centre and IP Telephony users
- Provide detailed reports of call centre calls
- Test the migration from end to end to ensure that reports are working, backups are working and there is high availability
- Skills transfer to the NCR internal ICT technicians
- Provide recommendations
- Provide ongoing maintenance and support for 36 months

##### **4.2. Technical Support and Maintenance Scope of Work**

- The management and renewal of cisco of licenses
- To add and manage users/agents in call centre premium suits
- To address all Issues pertaining with CISCO phones software and hardware.
- Support and maintain the Publisher, Subscriber, Unity, UCCX systems (BE6000)
- Support and maintain the switch board system
- Support and maintain call Centre system
- Assist with customized reports
- Management of system backups
- Configuration and management of Cisco switches (HP switches also used)
- Resolution of VOICE and cisco related calls logged
- Maintain a 99.5 % uptime of the call centre and VOICE related Infrastructure

#### **4.2.1.Support and Maintanace Outcome**

A Certified Cisco Engineer to be on site once a week for 8 hours to do weekly maintenance on the VOICE infrastructure (backups, BE6000, gateway router, Cisco switches) and to attend to logged calls. The turnaround time after the fault logged should be a minimum of 4hrs and a maximum of 48hrs. Bidders are required to quote on an hourly basis for as and when calls logged.

#### **5. Delivery address**

The goods or services must be supplied or provided at the following physical address;

National Credit Regulator

127 15th Road

Randjespark

Midrand

1685

#### **6. Current NCR Infrastructure and Environment**

NCR 's existing infrastructure (or baseline) to which the proposed goods or services must be delivered to, or must integrate or interoperate with.

The NCR has currently deployed a CISCO Collaboration solution based on a Tested Reference Configuration (TRC) using the UCS C220 M3S. Dual servers are deployed in a High Availability model and the following applications installed:

- CISCO unified communications manager (8.5)
- CISCO unity connection
- CISCO unified contact centre express
- Libra data voice recorder (call centre recorder)
- CISCO attendant console
- Checkmate wallboard (Call centre stats)

## **7. Solution Requirement**

### **7.1. Solution Target Architecture**

- a) Functional Requirement and Business rules, Model
  - Automatic call distribution
  - Allows call monitoring
  - Call (volumes, handled, wait time)
  - Call Coaching
  - Call forwarding
  - Free agent searching
  
- b) Data or Reports Requirement, Model
  - Recoded calls are retrievable
  - Reports on different call types
  - Reports on calls handled by different call-centre agents
  - Report on Calls waiting time
  - Report on Dropped or abandoned calls
  - Report on unanswered calls
  
- c) Security requirement, model
  - Each Call Centre agent to have their unique login identifier and password
  - User names to conform to NCR's user management policy
  - Password configuration to conform to NCR's password policy – Complexity and expiry after 45 days
  
- d) Technology Requirements: platform requirement, network deployment, Model BE6000
  - CISCO unified communications manager (latest version)
  - CISCO unity connection
  - CISCO unified contact centre express
  - Libra data voice recorder (call centre recorder)
  - CISCO attendant console
  - Checkmate wallboard (Call centre stats)

### **7.2. Third Party Solution Integration Requirements**

- Integrated wall board software for real time statistics
- Integration of the Call Centre system with DATA VOICE for call recordings

- Integration of the Call Centre system with TMS (Telephone Management System) for telephone usage reports.

## **8. Project and Services Requirements**

### **8.1. Project Delivery Schedule and Performance**

a) To upgrade the NCR Call-Centre system (hardware, software, license renewal and provide technical support and maintenance

- Server (Appliance) preparation and connection to the network
- Server (Appliance) configuration (Installation of OS)
- Systems installation and configuration
- Integration with other telephony system of NCR (IP Telephony)
- System Testing

b) Delivery within 45 days after appointment involves

- Delivery of hardware components – delivered in 4 weeks after appointment
- System Upgrade – 2 weeks

### **8.2. Service Delivery Schedule and Performance Metrics**

Service definition / statement of work: Procurement, Installation, configuration of the hardware and the system.

Service performance metrics

- Backup of current system configuration
- Hardware is configured and working properly
- All software is licensed, installed and configured for the solution
- CISCO technicians to assist with verification of hardware, installation and configurations
- Training is provided to the ICT NCR technical personnel
- Training is provided to the user community (Call-Centre department) on functionality of the system

## 9. Bid Evaluation Stages

The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
Stage1	Administrative pre-qualification verification	YES
Stage 2	Technical Mandatory and functionality requirement evaluation (accreditation certificate)	YES
Stage 3	Special Conditions of Contract verification	YES
Stage4	Price / B-BBEE evaluation	YES

**The bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation.**

## 10. ANNEX A.1: Administrative Pre-Qualification

### 10.1. Requirements

- The bidder must comply with ALL of the bid pre-qualification requirements in order for the bid to be accepted for evaluation.
- If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if NCR is unable to verify whether the pre-qualification requirements are met, then NCR reserves the right to –
  - Reject the bid and not evaluate it,

### 10.2. Submissions

- Submission of bid response: The bidder has submitted a bid response documentation pack –
  - a) that was delivered at the correct physical or postal address and within the stipulated date and time as specified in the “Invitation to Bid” cover page, and;
  - b) in the correct format as one original document, two copies and one CD.
- Attendance at compulsory briefing session: If a compulsory briefing session was called, then the bidder has signed the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidders response document.

- o Registered Supplier. The bidder is, in terms of National Treasury Instruction Note 3 of 2016/17, registered as a Supplier on National Treasury Central Supplier Database (CSD).

## 11. ANNEX A.2: Technical Mandatory, Functionality and Proof Of Concept Requirements

### 11.1. Instruction and Evaluation Criteria

- o The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as “NOT COMPLY”.
- o The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, NCR reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- o The bidder must complete the declaration of compliance as per section 5.3 below by marking with an “X” either “COMPLY”, or “NOT COMPLY” with ALL of the technical mandatory requirements, failing which it will be regarded as “NOT COMPLY”.
- o The bidder must comply with ALL the TECHNICAL MANDATORY /FUNCTIONAL REQUIREMENTS in order for the bid to proceed to the next stage of the evaluation.

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<p><b>1) Bidder certification / affiliation requirements</b></p> <p>The bidder must be a CISCO certified practitioner as registered at CISCO ; or</p> <p>The bidder must be a registered member of professional body; or The bidder must be a registered CISCO partner; or</p>	<p>Provide a copy of a valid CISCO Partner certified Certificate indicating clearly</p> <p>(a) the regulator or professional body’s name,</p> <p>(b) the bidder’s name and</p> <p>(c) the date it was issue and</p> <p>(d) if applicable, the expiry date.</p>	<p>Bidders are required to provide unique reference to locate substantiating evidence in the bid response –</p>

<b>TECHNICAL REQUIREMENTS</b>	<b>MANDATORY</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<p>The bidder must be certified as Original Equipment Manufacturer or Original Software Manufacturer practitioner for –</p> <ul style="list-style-type: none"> <li>○ CISCO OEM 1</li> <li>○ CISCO OSM 1; or</li> </ul> <p>The bidder must be certified to provide goods and services in compliance with SANS ISO 9001 Quality Standard;</p>	<p><b>OEM/OSM Partner or Value added Reseller</b></p> <p>Provide a copy of a valid letter from OEM or OSM indicating,</p> <p>(a) the bidder name,</p> <p>(b) the bidder is a grade, level OEM or OSM partner, (c) date the partnership was established, and</p> <p>(d) information stating that the partnership is valid at time of bid.</p> <p><b>OEM/OSM Individual Certification, Provide</b></p> <p>(a) a copy of a valid OEM or OSM certificate for each of the products listed in the requirement and for each additional product proposed by the bidder and</p> <p>(b) summarise the product certification indicating,</p> <p>(i) the product model and name and</p> <p>(ii) the person's name that appears on the certificate; and</p> <p>(c) a letter indicating that each certified person is an employee of the bidder at time of bid.</p>		

<b>TECHNICAL REQUIREMENTS</b>	<b>MANDATORY</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
		<p><b>Note:</b> All letters, certificates or licenses must be in writing, dated, signed and on a letterhead of the entity that issued to letter.</p>	
<p><b>2) Bidder experience and capability requirements</b></p> <p>The bidder must have provided CISCO upgrade or installations using BE6000 or equivalent to 3 customers during the past five (5) years;</p>		<p>Provide letters of affirmation from Business or Government customers to whom the similar project or service was delivered. Each letter must be dated, signed and on a letterhead of the customer and indicates:</p> <ul style="list-style-type: none"> <li>(a) The customer Company name and physical address;</li> <li>(b) Customer contact person's name, telephone number and email address;</li> <li>(c) For a Business customer, the Company Registration Number as registered with Companies and Intellectual Property Commission (CIPC);</li> <li>(d) Project or Service scope of work;</li> <li>(e) Product or technology scope;</li> <li>(f) Project Start and End Date;</li> </ul>	<p>provide unique reference to locate substantiating evidence in the bid response</p>
<p><b>3) Product or service functional requirement</b></p>		<p>Provide the Functional and Technical documentation indicating how the proposed</p>	<p>provide unique reference to locate substantiating</p>

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<p>The solution must provide the following major functions or services -</p> <ul style="list-style-type: none"> <li>○ CISCO unified communication manager (latest version)</li> <li>○ CISCO unity Connection</li> <li>○ CISCO unified contact centre express</li> <li>○ CISCO attendant console</li> <li>○ Check mate wallboard for statistics</li> <li>○ Call Recording</li> <li>○ Call Coaching</li> <li>○ Call bouncing and call forwarding</li> </ul>	<p>solution complies with the functional requirement.</p>	<p>evidence in the bid response</p>
<p><b>4) Integration requirement</b></p> <p>The CISCO Business BE6000 must integrate with NCR existing infrastructure components as follows:</p> <ul style="list-style-type: none"> <li>○ Integrated wall board software for real time statistics</li> <li>○ Integration of the Call Centre system with DATA voice for call recordings</li> <li>○ Integration of the Call Centre system with TMS for telephone usage reports</li> </ul>	<p>Provide product documentation of system interface standards, compatibility standards, application programme interface standards or data exchange standards indicating how it complies with the integration requirement.</p> <p>(Current equipment and infrastructure maybe viewed on the day/date of the briefing session)</p>	<p>provide unique reference to locate substantiating evidence in the bid response</p>
<p><b>5) Product or service technical requirements</b></p> <p>The bidder must supply &lt;CISCO BE6000/ Backup and installation, configuration, implementation, testing that meets the following specification:</p> <ul style="list-style-type: none"> <li>○ CISCO Business BE6000 Edition: Collaboration system release version 11.6 and 10.6</li> </ul>	<p>Provide the product specification brochure or architecture documentation indicating how the proposed product or solution complies with the technical requirements.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response</p>

<b>TECHNICAL MANDATORY REQUIREMENTS</b>	<b>Substantiating evidence of compliance</b> <i>(used to evaluate bid)</i>	<b>Evidence reference</b> <i>(to be completed by bidder)</i>
<ul style="list-style-type: none"> <li>○ Licensing: Current NCR environment</li> <li>○ CISCO call centre based system</li> <li>○ CISCO business BE6000</li> <li>○ wall board centre monitoring; call coaching; call diversion</li> <li>○ call bouncing and forwarding</li> <li>○ free extension searching various weekly, monthly, quarterly reports</li> </ul>		
<p><b>6) Legislative requirements</b></p> <p><b>Local Content:</b> The bidder must comply with the LOCAL CONTENT obligations as prescribed by Preferential Procurement Regulations 2011 (Regulation 9(1)) of which the local content target for “<b>Electrical and telecom cables</b>” sector/industry is at least <b>90%</b>, whereas the local content target is applicable to the installation or replacement of electrical or telecom cables (including Local Area Network cables).</p>	<p>Provide documentation regarding the compliance with LOCAL CONTENT obligation by submitting National Treasury Standard Bidding Document (SBD 6.2) documentation, BBBEE CERTIFICATE, TAX CLEARANCE CERTIFICATE</p>	<p>provide unique reference to locate substantiating evidence in the bid response</p>

## 12. ANNEX A3: TECHNICAL FUNCTIONALITY

***Purpose:** This section is optional and is used to DIFFERENTIATE between bidders on the basis of functionality using a 5-point evaluation scale.*

### Instruction and Evaluation Criteria

- 12.1.** The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
- 12.2.** The bidder must provide a unique reference number (e.g. binder/folio, chapter, section, page) to locate substantiating evidence in the bid response. During evaluation, NCR reserves the right to treat substantiation evidence that cannot be located in the bid response as “NOT COMPLY”.
- 12.3.** Evaluation per requirement. The evaluation (scoring) of bidders’ responses to the requirements will be determined by the completeness, relevance and accuracy of substantiating evidence. Each TECHNICAL FUNCTIONALITY requirement will be evaluated using the following generic 5-point scale:

<b>Evaluation criteria</b>	<b>Score</b>
Irrelevant (does not meet any requirement or no substantiation)	<b>0</b>
Poor (far below minimum requirements)	<b>1</b>
Average (below minimum requirements)	<b>2</b>
Good (meets minimum requirements)	<b>3</b>
Very Good (exceeds minimum requirements)	<b>4</b>
Excellent (far exceeds minimum requirements)	<b>5</b>

<b>TECHNICAL FUNCTIONALITY REQUIREMENTS</b>	<b>Substantiating evidence and evaluation criteria</b> <i>(used to evaluate bid)</i>	<b>Substantiation reference</b> <i>(to be completed by bidder)</i>
<p><b>1. Bidder certification and proficiency requirements</b></p> <p>The bidder must be a certified <b>CISCO</b> Bronze, Gold, Platinum or Silver partner or Value Added Reseller</p> <p>The bidder personnel that are responsible for assurance of the product or service delivery must be certified at <b>expert</b> for OEM <b>CISCO CALL CENTRE SYSTEM</b> implementation and configuration and support.</p>	<p><b>Personnel indicated in the bid document cannot be removed, replaced during the implementation of the project.</b></p> <ul style="list-style-type: none"> <li>the level or grade of certification and a letter indicating that each certified person is an employee of the bidder at time of bid. <i>personnel proficiency level (e.g. entry, intermediate, specialist, master)</i></li> </ul> <p><b>No sub-contracting is allowed. Evaluation</b></p> <p>0 = is not a certified partner or VAR</p> <p>2 = is certified bronze level partner or VAR</p> <p>3 = is certified silver level partner or VAR</p> <p>4 = is certified Gold level partner of VAR</p> <p>5 = is certified platinum level partner or VAR(Value Added Reseller)</p>	<p>provide unique reference to locate substantiating evidence in the bid response – see Annex</p>

<b>TECHNICAL FUNCTIONALITY REQUIREMENTS</b>	<b>Substantiating evidence and evaluation criteria</b> <i>(used to evaluate bid)</i>	<b>Substantiation reference</b> <i>(to be completed by bidder)</i>
<p><b>2. Bidder experience and capability requirements</b></p> <p>The bidder must have delivered <b>CISCO call centre system</b> to at least 3 customers during the past 5 (five) years regarding the following scope of work –</p> <p><b>a) Provided the CISCO call centre system, project or be6000.</b></p> <p>b) Configured the hardware of the system, project or BE6000 or equivalent</p> <p>c) Upgraded the earlier versions of CISCO call centre system, project or CISCO call centre system, similar or less</p> <p><b>d) Installed the CISCO call centre system</b></p> <p><b>e) Integrated the CISCO call centre system with other business telephone management systems in place</b></p> <p>f) Performed the testing of the system to ensure proper functionality</p> <p>g) Provided training to the users on newly implemented system</p> <p><b>h) Conducted a proper hand over of the system to the client</b></p>	<p>Provide 3 letters of affirmation from Business or Government customers to whom the project or service was successfully delivered. Each letter must be dated, signed and on a letterhead of the customer and indicates:</p> <p><b>Evaluation:</b></p> <p>0 = Irrelevant Experience or no substantiation</p> <p>1 = At least 1-2 years of experience in minimum scope of work.</p> <p>2 = At least 3-5 years of experience in minimum scope of work.</p> <p>3 = At least 6-8 years of experience in minimum scope of work.</p> <p>4 = At least 9-10 years of experience in minimum scope of work and some experience in enhanced scope of work.</p> <p>5 = At least over 10 years of experience in minimum scope of work and experience in enhanced scope of work.</p>	<p>provide unique reference to locate substantiating evidence in the bid response – see Annex</p>

### 13. ANNEX A 4: Functionality will be evaluated in terms of section

Description	Weights
<p><b>Bidder certification and proficiency requirements</b></p> <p><b>Understanding of the NCR requirements</b></p> <p>Does the proposal show bidder's understanding of the NCR requirements in relation to the TOR in regard to the procurement of the BE6000, Migration to the BE6000 and testing that all current services function as they are,</p> <ul style="list-style-type: none"> <li>• Partner must be CISCO's Advance Unified Communication Partner</li> <li>• Partner must be specialized in CISCO's CMSP(Cloud and Managed Services Program) Business Communication</li> <li>• Partner must have 24x7 Technical Support Service centre for reporting of faults and issues</li> </ul>	20
<p><b>Bidder experience and capability requirements</b></p> <p>Proposals must contain the details of the <b>proposed approach</b> to be adopted in order to deliver the service in accordance with the TOR.</p> <ul style="list-style-type: none"> <li>• The experience of the company in undertaking similar work or projects; and</li> <li>• Proposed approach in relation to the scope of work and the outputs above;</li> <li>• Proven capacity and experience in CISCO Voice services</li> <li>• Proven capacity, skill, technology and experience in CISCO telephony solutions;</li> <li>• Value additions for the NCR;</li> <li>• Creativity and innovation- bidder to provide evidence.</li> </ul>	30
<p><b>Product or service functional requirement</b></p> <p>Proposals should clearly indicate whether or not bid participants have the <b>internal and technological capacity</b> to meet the requirements of the TOR. This will include but not limited:</p>	40

<ul style="list-style-type: none"> <li>• The relevant skills level of the entire project team (Brief CV's of the team members), Must have one local CCIE Voice/Collaboration with active CCIE number;</li> <li>• Local CCIE Voice/Collaboration must be involved in the project implementation</li> <li>• Resources and personnel to be dedicated to the project. i.e. Project team leader, CISCO Certified Engineers and technology to be used for the project</li> <li>• Detailed migration plan</li> <li>• Bidder to provide a capability statement relating to all resources.</li> <li>• Proposed approach in relation to the scope of work and the outputs above</li> <li>• The bidder must submit a work plan, showing tasks, timelines and other relevant factors pertaining to the provision of the services. Provide a detailed work plan how to take over the current services without affecting operation</li> <li>• Value additions for the NCR</li> <li>• Detailed Post Implementation Support and Maintenance Plan</li> </ul>	
<p><b>References</b></p> <p>Contact details of at least three references from amongst recent clients with whom similar work has been conducted in the past 5 years.</p> <ul style="list-style-type: none"> <li>• Past and Current Clients: Service, Feedback, Ratings and References; Portfolio of past work</li> </ul>	10

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.

#### **14. Additional information:**

- Brief company profile, as relevant to the above mentioned terms of reference.
- Experience in the relevant areas.
- 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 directors identity documents
  - Certified BBBEE certificate
- Financial proposal.
  - Detailed pricing on the company letter head, the total cost must link to SBD 3 attached.

# ANNEX A 5: SPECIAL CONDITIONS OF CONTRACT (SCC)

## 1. SPECIAL CONDITIONS OF CONTRACT

**Purpose:** *Special Conditions of Contract must contain all special contractual terms and conditions as well as all future requirements such as Statement of Work, Project schedules, service schedules, maintenance schedules, supplier and product performance metrics, and all other requirements that cannot be substantiated at time of bid. **The SCC also informs the pricing of the bid.***

*The SCC will form part of the CONTRACT between NCR or Government Department and the Supplier. It is therefore advised to use the term “Supplier” instead of “bidder”.*

## 2. INSTRUCTION

- The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, NCR reserves the right to include or waive the condition in the signed contract.
- NCR reserves the right to –
  - Negotiate the conditions, or
  - Automatically disqualify a bidder for not accepting these conditions.
- In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, NCR will invoke the rights reserved in accordance with subsection (2) above.
- The bidder must complete the declaration of acceptance as per section 17 below by marking with an “X” either “ACCEPT ALL” or “DO NOT ACCEPT ALL”, failing which the declaration will be regarded as “DO NOT ACCEPT ALL” and the bid will be disqualified.

### 3. SPECIAL CONDITIONS OF CONTRACT: CONTRACTING CONDITIONS

- **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with NCR
- **Right of Award.** NCR reserves the right to award the contract for required goods or services to multiple Suppliers.
- **Right to Audit.** NCR reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.
- **Sub-Contracting.** Sub-contracting condition. Sub-contracting is not permitted.

### 4. DELIVERY ADDRESS.

The supplier must deliver the required products or services at

- Product item 1 at National Credit Regulator. 127 15<sup>th</sup> Road, Randjespark, Midrand, 1685
- Service item 1 at National Credit Regulator. 127 15<sup>th</sup> Road Randjespark, Midrand, 1685.

### 5. SCOPE OF WORK AND DELIVERY SCHEDULE

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

WBS	Statement of Work	Delivery Timeframe 45 DAYS AFTER DELIVERY
1.	Provide the NCR with hardware and software	<b>within 4 (four) weeks after appointment</b>
2.	Provide the NCR with the Call-Centre System (software itself) and licenses	<b>within two weeks of hardware provision</b>

<b>WBS</b>	<b>Statement of Work</b>	<b>Delivery Timeframe 45 DAYS AFTER DELIVERY</b>
3.	Configure the hardware component	<b>10 days after delivery date</b>
4.	Install the system in the configured hardware component	<b>15 days after the delivery date</b>
5.	Test the functionality of the system with users	<b>20 days after the delivery</b>
6.	Perform integration with all integration requirements	<b>30 days after the delivery date</b>
7.	Ensure Sign off by NCR	<b>30 days after delivery</b>
8.	Allow parallel system run between old and new system	<b>30 days</b>
9.	Switching off of the old system	<b>1 day</b>

The NCR will accept complete delivery of the project once all the above are working and have been confirmed as tested, functioning and signed off

## **6. SERVICES AND PERFORMANCE METRICS**

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

<b>SBS</b>	<b>Service Element</b>	<b>Service Grade</b>	<b>Service Level</b>
1.	Call Centre	Platinum	24h x 7days x 52weeks
2.	Call Centre	Normal	8h x 5d, 07:30 – 16:30
3.	Incident Response	Normal	Maximum 4 hours
4.	Incident Restore	Normal	Maximum 8 hours
5.	Systems Availability	Gold	99% Availability

SBS	Service Element	Service Grade	Service Level
6.	Telephonic Support Service	Normal	When incidents are reported. Helpdesk calls and telephonic calls logged must be attended to within 24 hours of them being reported.
7.	Onsite Support	Normal	A Certified Cisco Engineer to be on site once a week for 8 hours to do weekly maintenance on the VOICE infrastructure (backups, BE6000, gateway router, Cisco switches) and to attend to logged calls. The turnaround time after the fault logged should be a minimum of 4hrs and a maximum of 48hrs. Bidders are required to quote on an hourly basis for as and when calls logged.

- the system should be working from 7:00 am till 6pm daily
- in case the system malfunction, it should be brought to agreed level of service within 4 hours
- monthly maintenance of the system to ensure continual functionality
- all goods (hardware, software) supplied have a 12 months' warranty/guarantee. CISCO will provide NCR with technicians to repair or replace any faulty materials
- CISCO must recommend to NCR the appropriate service provider, accredited to provide NCR with warranty of goods supplied.

## 7. SCOPE OF TECHNICAL SOLUTION DEVELOPMENT

- methodology and techniques requirements – The system installation, configuration, implementation should follow normal project management and SDLC frameworks
- functional requirements – All functional requirements detailed in paragraph 5 should be provided and tested on the system for sign off.
- technology and infrastructure requirements – The hardware, software and any other peripherals, patching required for the full and successful functioning of the system remains the responsibility of the appointed service provider and forms part of the bidding price.
- data requirements – All data requirements (backup, migration, preservation of existing configurations and reports forms part of the proposal submitted to NCR at no additional cost.
- non-functional requirements, e.g. performance, capacity, scalability, flexibility, interoperability, compatibility, reliability, maintainability, availability, security, safety – forms part of the proposal submitted to NCR
- Development Environment requirements – Third party developments to ensure functionality of the system and meeting of the solution requirements forms part of the bidding price.
- integration and testing requirements – The appointed bidder shall perform a gap analysis for all integrations. Any integration to existing NCR telephone related systems forms part of the bidding process and bidding price.
- implementation, roll out and change management requirements
- scope of deployment requirements, e.g. number of users, number of sites – The system is to cater for 35 call centre agents, provision of 20 soft phones at one location, NCR Head Quarters in Midrand.
- maintenance, upgrade and support requirements – the appointed bidder is required to sign the technical maintenance and support contract with the SLA for the implemented system project management and quality requirements – The appointed bidder must ensure that there are no deviations to the specified model of the call centre system requirements. Project plan and other related plans will be documented, agreed and signed by NCR together with the appointed bidder.

- service management requirements – the service level agreement must have signed and should be adhered to for the period of 3 years. service monitoring and assurance requirements – The NCR shall monitor the services provided post implementation of the system which shall be governed by the signed SLA.

## 8. SUPPLIER PERFORMANCE REPORTING

- Reporting structure and attendance of meetings conditions - All suppliers intending to bid for the tender are required attend the briefing session which will be held at NCR offices in Midrand on bi weekly basis.
- Project or service communication, escalations, workflow conditions – All communication relating to this tender must submitted in writing to [procurement@ncr.org.za](mailto:procurement@ncr.org.za).
- Supplier project or service performance reporting format and frequency conditions.

## 9. CERTIFICATION, EXPERTISE AND QUALIFICATION

- The Supplier represents that,
  - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
  - (ii) it is committed to provide the Products or Services; and
  - (iii) Perform all obligations detailed herein without any interruption to the Customer.
- The Supplier must provide the service in a good and workmanlike manner and in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services;
- The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition;
- **Electrical Work.** The Supplier must ensure that Electrical Work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Electrical Regulations 2009, including,

- (i) The Supplier is registered at the Department of Labour as an Electrical Contractor;
  - (ii) The standard of work conforms to SABS SANS 10142-1: The code of practice for wiring of premises; and
  - (iii) Any Electrical installation or alteration is certified after completion of work by means of a Certificate of Compliance.
- **Heating, Ventilation and Air Conditioning (HVAC) work.** The Supplier must ensure the HVAC work is performed as prescribed by the Occupation Health and Safety Act (Act 85 of 1993 as amended), Pressure Equipment Regulations, including,
    - (i) The Supplier is registered at the South African Qualification and Certification Committee (SAQCC) as a Refrigerant Gas Practitioner; and
    - (ii) The installation, repair, maintenance or modification to HVAC equipment is performed by a Refrigerant Gas Practitioner in accordance with Pressure Equipment Regulation.
  - **Original Equipment Manufacturer (OEM) or Original Software Manufacturer (OSM) work.** The Supplier must ensure that work or service is performed by a person who is certified by Original Equipment Manufacturer or Original Software Manufacturer, including at least the following:
    - (i) OEM/OSM 1 Certification: CISCO Certified engineers
  - **Professional Services.** Professional service accreditation, affiliation certifications.

## 10. LOGISTICAL CONDITIONS

- **Hours of work.** The supplier agrees to work during normal hours of work with conditions suitable for NCR
- In the event that NCR grants the Supplier permission to access NCR's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to NCR's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.

- **On-site and Remote Support.** The Supplier must provide 30 days on-site and remote support to the system after sign off within defined access levels of the NCR information security policy.
- **Support and Help Desk.** The Supplier must provide support/help desk conditions to NCR for the system.

## 11. SKILLS TRANSFER AND TRAINING

- The Supplier must provide certified training on the proposed solution or product to Call Centre agents and ICT technical staff to enable NCR to operate and support the product or solution after implementation.
- The nature of the training must be formal, informal, hand-on

## 12. REGULATORY, QUALITY AND STANDARDS

- The Supplier must for the duration of the contract ensure compliance with ISO/IEC General Quality Standards, ISO9001
- The Supplier must for the duration of the contract ensure compliance with IEC/ISO Manufacturing and Workmanship quality condition
- The Supplier must for the duration of the contract ensure compliance with IEC/ISO Environmental conditions
- The Supplier must for the duration of the contract ensure that the proposed product or solution conform with the Government Minimum Interoperability Standards (MIOS) as follows:
  - (i) MIOS 1 - Systems Engineering Infrastructure
  - (ii) MIOS 2 - Systems Management Infrastructure
  - (iii) MIOS 3 - Systems Security Infrastructure

## 13. PERSONNEL SECURITY CLEARANCE

- The Supplier personnel who are required to work with information related to NATIONAL SECURITY must have a **valid South African security clearance** or must apply within 30 days of the signed contract for a security clearance to the level of confidential, secret or top secret at the expense of the Supplier from the

South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.

- The Supplier personnel who are required to work with GOVERNMENT CLASSIFIED information or access government RESTRICTED areas must be a South African Citizen and at the expense of the Supplier be security vetted (pre-employment screening, criminal record screening and credit screening).
- The Supplier must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.

#### **14. CONFIDENTIALITY AND NON-DISCLOSURE CONDITIONS**

- The Supplier, including its management and staff, must before commencement of the Contract, sign a non-disclosure agreement regarding Confidential Information.
- Confidential Information means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party as a consequence of this Contract, including information or data which is prohibited from disclosure by virtue of:
  - (i) the Promotion of Access to Information Act, 2000 (Act no. 2 of 2000);
  - (ii) being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this Contract;
  - (iii) being information or data, which one Party provides to another Party or to which a Party has access because of Services provided in terms of this Contract and in which a Party would have a reasonable expectation of confidentiality;
  - (iv) being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;
  - (v) being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;
  - (vi) being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

- (vii) being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and
  - (viii) being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or
  - (ix) information the disclosure of which would be likely to prejudice or impair the safety and security of a building, structure or system, including, but not limited to, a computer or communication system; a means of transport; or any other property; or a person; methods, systems, plans or procedures for the protection of an individual in accordance with a witness protection scheme; the safety of the public or any part of the public; or the security of property; information the disclosure of which could reasonably be expected to cause prejudice to the defence of the Republic; security of the Republic; or international relations of the Republic; or plans, designs, drawings, functional and technical requirements and specifications of a Party, but must not include information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality;
- Notwithstanding the provisions of this Contract, no Party is entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure;
  - Where a Party discloses Confidential Information which materially damages or could materially damage another Party, the disclosing Party must submit all facts related to the disclosure in writing to the other Party, who must submit information related to such actual or potential material damage to be resolved as a dispute;
  - Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent must not unreasonably be withheld.

## 15. GUARANTEE AND WARRANTIES.

- The Supplier warrants that:
  - (i) The warranty of goods supplied under this contract remains valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier;
  - (ii) as at Commencement Date, it has the rights, title and interest in and to the Product or Services to deliver such Product or Services in terms of the Contract and that such rights are free from any encumbrances whatsoever;
  - (iii) the Product is in good working order, free from Defects in material and workmanship, and substantially conforms to the Specifications, for the duration of the Warranty period;
  - (iv) during the Warranty period any defective item or part component of the Product be repaired or replaced within 3 (three) days after receiving a written notice from NCR;
  - (v) the Products is maintained during its Warranty Period at no expense to NCR;
  - (vi) the Product possesses all material functions and features required for NCR's Operational Requirements;
  - (vii) the Product remains connected or Service is continued during the term of the Contract;
  - (viii) all third-party warranties that the Supplier receives in connection with the Products including the corresponding software and the benefits of all such warranties are ceded to NCR without reducing or limiting the Supplier's obligations under the Contract;
  - (ix) no actions, suits, or proceedings, pending or threatened against it or any of its third party suppliers or sub-contractors that have a material adverse effect on the Supplier's ability to fulfil its obligations under the Contract exist;

- (x) NCR is notified immediately if it becomes aware of any action, suit, or proceeding, pending or threatened to have a material adverse effect on the Supplier's ability to fulfil the obligations under the Contract;
- (xi) any Product sold to NCR after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- (xii) NCR's use of the Product and Manuals supplied in connection with the Contract does not infringe any Intellectual Property Rights of any third party;
- (xiii) the information disclosed to NCR does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- (xiv) it is financially capable of fulfilling all requirements of the Contract and that the Supplier is a validly organized entity that has the authority to enter into the Contract;
- (xv) it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- (xvi) the prices, charges and fees to NCR as contained in the Contract are at least as favourable as those offered by the Supplier to any of its other customers that are of the same or similar standing and situation as NCR; and
- (xvii) Any misrepresentation by the Supplier amounts to a breach of Contract.

## **16. INTELLECTUAL PROPERTY RIGHTS**

- NCR retains all Intellectual Property Rights in and to NCR's Intellectual Property. As of the Effective Date, the Supplier is granted a non-exclusive license, for the continued duration of this Contract, to perform any lawful act including the right to use, copy, maintain, modify, enhance and create derivative works of NCR's Intellectual Property for the sole purpose of providing the Products or Services to NCR pursuant to this Contract; provided that the Supplier must not be permitted to use NCR's Intellectual Property for the benefit of any entities other than NCR without the written consent of NCR, which consent may be withheld in NCR's sole and absolute discretion. Except as otherwise requested or approved by NCR, which approval is in NCR's sole and absolute discretion, the Supplier must cease all use of NCR's Intellectual Property, at of the earliest of:

- (i) termination or expiration date of this Contract;
  - (ii) the date of completion of the Services; and
  - (iii) The date of rendering of the last of the Deliverables.
- o If so required by NCR, the Supplier must certify in writing to NCR that it has either returned all NCR Intellectual Property to NCR or destroyed or deleted all other NCR Intellectual Property in its possession or under its control.
  - o NCR, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
  - o Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services.

**17. DECLARATION OF ACCEPTANCE**

<b>DECLARATION OF ACCEPTANCE</b>	<b>ACCEPT ALL</b>	<b>DO NOT ACCEPT ALL</b>
<ul style="list-style-type: none"> <li>o The bidder declares to ACCEPT ALL the Special Condition of Contract as specified in section 3 above by indicating with an "X" in the "ACCEPT ALL" column, OR</li> <li>o The bidder declares to NOT ACCEPT ALL the Special Conditions of Contract as specified in section 3 above by -               <ul style="list-style-type: none"> <li>o Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and;</li> <li>o Provide reason and proposal for each of the conditions that is not accepted.</li> </ul> </li> </ul>		
<p><b>Comments by bidder:</b></p> <p>Provide reason and proposal for each of the conditions not accepted as per the format:</p> <p>Condition Reference:</p> <p>Reason:</p> <p>Proposal:</p>		

## ANNEX A6: BID PRICING SCHEDULE

### Note:

- Bidder must complete the pricing as per table below (or as per the attached spread sheet if applicable).
- Line Prices are all VAT EXCLUDING, and TOTAL PRICE is VAT INCLUSIVE Guide:
- Pricing table must be traceable (aligned) with the Scope of the Bid.

### Product or Service Pricing

For Maintenance and Support contracts the product item in the pricing table must be based on a complete bill of materials or asset inventory (including the product brand, model number or specification, and the physical location where the product is installed)

No	Product/Service description	Quantity	Unit Price (VAT excl.)	Price Year 1 (VAT excl.)	Price Year 2 (VAT excl.)	Price Year 3 (VAT excl.)
1.	CISCO Call Centre system upgrade	1				
2.	Servers to host the system- all necessary hardware	2				
3.	Maintenance and Support	3yrs				
4.	Other (Specify)					
5.	<b>SUBTOTAL (VAT Excl.)</b>					
6.	<b>VAT (14%)</b>					
7.	<b>SUBTOTAL (VAT Incl.)</b>					
8.	<b>BID TOTAL (VAT Incl.)</b>					

The format above must be on the bidder's letter head and signed off and submitted together with the SBD 3.3 for pricing.