



THE NATIONAL CREDIT REGULATOR

APRIL 2018

**TERMS OF REFERENCE FOR A
SERVICE PROVIDER TO PROVIDE NCR
WITH IMPLEMENTATION, UPGRADING,
MAINTENANCE AND SUPPORT OF
THE CALL-CENTRE CISCO
TELEPHONY SYSTEM FOR 3 YEARS**

DUE DATE: 04 MAY 2018

AT 11H00

GENERAL TERMS OF CONDITIONS

1. General Information for Bidders

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

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

1.1. General Terms

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

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

1.2. The Proposal Format

1.2.1. Economy of proposal preparation

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

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

1.2.2. Validity of proposals

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

1.2.3. Number of proposals

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

2. Submission of proposals

2.1. Proposals must reach the offices of the NCR before 11:00 on **04 MAY 2018**, and must be enclosed in a sealed envelope which must be clearly labelled/addressed on the outside:

(a) RFP No: NCR488/03/2018

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

(c) BRIEFING SESSION/SITE INSPECTION: 18 APRIL 2018 AT 14H00

(d) CLOSING DATE: 04 MAY 2018 AT 11H00 SHARP

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

2.3. Please note that this RFP closes punctually at 11h00 on **04 MAY 2018**. No late submissions will be considered under any circumstances.

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

- 2.5.** If responses are not delivered as stipulated in this Section 2.1, such responses will be considered “late”, and will not be considered for evaluation.
- 2.6.** The NCR shall not disclose any details pertaining to the responses received, to any other participant, as this is regarded as confidential information.
- 2.7.** Envelopes must not contain documents relating to any RFP other than the one referred to in this RFP.
- 2.8.** The responses to the RFP will be opened as soon as is practical after the expiry of the time advertised for receiving them.
- 2.9.** Only the participants that are short-listed after the evaluation process will be informed of the results of the submission adjudication process.
- 2.10.** After the evaluation process is completed, the Evaluation Committee may, prior to making a final selection, draw up a shortlist of participants and require them to make a detailed presentation to the Adjudication Committee. A minimum of 2 days’ notice will be given to relevant participants in advance of the presentation date.

3. Timetable

Date	Activity
13/04/2018	Issue tender document
18/04/2018	Briefing session at 14h00
04/05/2018	Closing date at 11h00
07/05/2018	Evaluations – functionality criteria
14/05/2018	Consolidation of scores
14/05/2018	Verification of scores
21/05/2018	Adjudication committee
25/05/2018	Appointment of a supplier

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

4. Documentation to be submitted

Please Note

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

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

Part One – Proposal drafted in response to Terms of Reference

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

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

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

Part Two – Pricing Proposal- SEPERATE ENVELOPE

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

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

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

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

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

Part Three – General Conditions and Procedures of the NCR

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

Part Four – Contract Form: Rendering of Services

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

Part Five – Tax Clearance Certificate

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

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

Part Six – Preference Points Claim Form

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

Part Seven – Declaration of Interest

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

Part Eight – Declaration of past Supply Chain Management Practices

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

Part Nine – Non-Disclosure Agreement

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

Part Ten – Certificate of Independent Bid Determination

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

Part Eleven – SLA draft version for supplier review

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

5. Evaluation Criteria

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

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

Functionality will be evaluated in terms of 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

TERMS OF REFERENCE/ SCOPE OF WORK

FOR IMPLEMENTATION, MAINTENANCE AND SUPPORT OF THE NATIONAL CREDIT REGULATOR CISCO CALL-CENTRE TELEPHONY SYSTEM

11 Introduction

The objective of this assignment is: “To appoint a CISCO certified service provider to implement, maintain and support the NCR’s CISCO BE6000 Call-Centre 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 that is a support partner to implement, maintain and support the NCR's CISCO Business edition (BE6000) Call Centre System.

Scope of the project and technical requirements overview

The successful bidder will:

- Install and implement the CISCO Business edition (BE6000) for NCR
- Migrate and upgrade all current applications / configurations/ licensing from the current C220 Appliances to the BE6000 standard
- Upgrade existing versions of Call Manager and UCCX to latest version
- Provide a cost effective support and maintenance of the wallboard for call centre stats
- Be able to integrate Telephony Management System for Call Centre and IP Telephony users
- Provide configure the system to 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

4. Delivery address

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

National Credit Regulator

127 15th Road

Randjes Park

Midrand

1685

5. Customer Current 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)

6. Solution Requirement

6.1. 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 Requirement, Model and Report configurations

- Recoded calls are retrievable from the system
- Reports on different call types are configured
- Reports on calls handled by different call-centre agents are configured
- 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 platform requirement and network deployment, model

BE6000 that will be implemented, supported and maintained must provide:

- 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)

6.2. 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 for telephone usage reports.

7. Project and Services Requirements

7.1. Project Delivery Schedule and Performance

a) To implement, maintain and support the NCR CISCO Call-Centre system (hardware, software, and maintenance

- Server preparation and connection to the network
- Server configuration (Installation of OS)
- Systems installation, implementation and configuration
- Switch over to the new version of the system
- Integration with other telephony system of NCR (IP Telephony)
- System Testing

b) Delivery within 45 days after appointment

7.2. Service Delivery Schedule and Performance Metrics

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

Service performance metrics

- Backup of current system configuration
- Hardware is configured and working properly
- All software is installed and properly configured for the solution
- CISCO technicians to assist with verification of hardware, installation and configurations

- Comprehensive Training is provided to the ICT NCR technical personnel
- Comprehensive Training is provided to the user community (Call-Centre department) on functionality of the system

8. 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	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.

9. ANNEX A.1: Administrative Pre-Qualification

9.1. 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,

9.2. 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.
- 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).

10. ANNEX A.2: Technical Mandatory, Functionality and Proof of Concept Requirements

10.1. Instruction and Evaluation Criteria

- 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”.
- 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”.
- 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”.
- 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.

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>1) Bidder certification / affiliation requirements</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 for support and maintenance.</p> <p>The bidder must be certified as Support Partner for CISCO (Call Centre System)</p>	<p>Provide a copy of a valid CISCO Partner 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>OEM/OSM Partner or Value added Reseller/Support Partner</p>	<p>Bidders are required to provide unique reference to locate substantiating evidence in the bid response –</p>

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
The bidder must be certified to provide support and maintenance services in compliance with SANS ISO 9001 Quality Standard;	<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>(e) The certificate of partnership must be valid for at least 12 -24 months after the appointment</p> <p>OEM/OSM Individual Certification, Provide</p> <p>(a) a copy of a valid OEM or OSM certificate to support and maintenance for each of the products listed in the requirement and for each additional product proposed by the bidder and</p> <p>(b) summarise experience relating to the product requested by NCR</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 and</p>		

TECHNICAL REQUIREMENTS	MANDATORY	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
		<p>have relevant experience to provide the services as specified in the TOR</p> <p>Note: All letters, certificates or licenses must be in writing, dated, signed and on a letterhead of the entity that issued to letter.</p>	
<p>2) Bidder experience and capability requirements</p> <p>The bidder must have provided CISCO upgrade, or installations, maintenance and support of BE6000 to 3 customers during the past five (5) years;</p>		<p>Provide letters of affirmation from Business or Government customers to whom the 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"> (a) The customer Company name and physical address; (b) Customer contact person's name, telephone number and email address; (c) For a Business customer, the Company Registration Number as registered with Companies and Intellectual Property Commission (CIPC); (d) Project or Service scope of work; (e) Product<or technology scope; (f) Project Start and End Date; 	<p>provide unique reference to locate substantiating evidence in the bid response</p>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>3) Product or service functional requirement</p> <p>The solution must provide the following major functions or services -</p> <ul style="list-style-type: none"> ○ CISCO unified communication manager (latest version) ○ CISCO unity Connection ○ CISCO unified contact centre express ○ CISCO attendant console ○ Check mate wallboard for statistics ○ Call Recording ○ Call Coaching ○ Call bouncing and call forwarding 	<p>Provide the Functional and Technical documentation indicating how the proposed solution complies with the functional requirement.</p>	<p>provide unique reference to locate substantiating evidence in the bid response</p>
<p>4) Integration requirement</p> <p>The CISCO Business BE6000 must integrate with NCR existing infrastructure components as follows:</p> <ul style="list-style-type: none"> ○ Integrated wall board software for real time statistics ○ Integration of the Call Centre system with DATA voice for call recordings <p>Integration of the Call Centre system with TMS(current existing at NCR) for telephone usage reports</p>	<p>Provide 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>provide unique reference to locate substantiating evidence in the bid response</p>
<p>5) Product or service technical requirements</p> <p>The bidder must provide the NCR with the installation, implementation, configuration of the software and the hardware that will house CISCO BE6000, Backup the old version of the system and upgrade to BE6000</p>	<p>Provide the documentation indicating how the proposed product or solution complies with the technical requirements.</p>	<p>provide unique reference to locate substantiating evidence in the bid response</p>

TECHNICAL MANDATORY REQUIREMENTS	Substantiating evidence of compliance <i>(used to evaluate bid)</i>	Evidence reference <i>(to be completed by bidder)</i>
<p>and conduct testing that meets the following specification:</p> <ul style="list-style-type: none"> ○ CISCO Business BE6000 Edition: Collaboration system release version 11.6 and 10.6 ○ Licensing: Current NCR environment ○ CISCO call centre based system ○ wall board centre monitoring; call coaching; call diversion ○ call bouncing and forwarding ○ free extension searching various weekly, monthly, quarterly reports 		
<p>6) Legislative requirements</p> <p>Local Content: 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 “Electrical and telecom cables” sector/industry is at least 90%, 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>

11. 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

- 11.1.** The bidder must complete in full all of the TECHNICAL FUNCTIONALITY requirements.
- 11.2.** 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”.
- 11.3.** 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:

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

TECHNICAL FUNCTIONALITY REQUIREMENTS	Substantiating evidence and evaluation criteria <i>(used to evaluate bid)</i>	Substantiation reference <i>(to be completed by bidder)</i>
<p>1. Bidder certification and proficiency requirements</p> <p>The bidder must be a certified CISCO partner or Value Added Reseller; or</p> <p>The bidder personnel that are responsible for assurance of the product or service delivery must be certified at expert for OEM CISCO CALL CENTRE SYSTEM implementation and configuration and support.</p>	<p>Personnel indicated in the bid document cannot be removed, replaced during the implementation of the project.</p> <ul style="list-style-type: none"> 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> <p>2 = is certified registered level partner or VAR 3 = is certified select level partner or VAR 4 = is certified premier level partner of VAR 5 = is certified gold level partner or VAR.</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>
<p>2. Bidder experience and capability requirements</p> <p>The bidder must have delivered CISCO call centre system to at least 3 customers during the past 5 (five) years regarding the following scope of work –</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>Provide unique reference to locate substantiating evidence in the bid response .</p>

TECHNICAL FUNCTIONALITY REQUIREMENTS	Substantiating evidence and evaluation criteria <i>(used to evaluate bid)</i>	Substantiation reference <i>(to be completed by bidder)</i>
<p>a) Provided the CISCO call centre system, installation, implementation, maintenance and support of BE6000.</p> <p>b) Configured the hardware of the system, project or BE6000 o</p> <p>c) Upgraded the earlier versions of CISCO call centre system, project or CISCO call centre system, similar or less</p> <p>d) Installed the CISCO call centre system</p> <p>e) Integrated the CISCO call centre system with other business telephone management systems in place</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>h) Conducted a proper hand over of the system to the client</p>	<p>Evaluation:</p> <p>1 = At Least 2 or less 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 6-7 years of experience in minimum scope of work.</p> <p>4 = At least 8-10 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>	

TECHNICAL FUNCTIONALITY REQUIREMENTS	Substantiating evidence and evaluation criteria <i>(used to evaluate bid)</i>	Substantiation reference <i>(to be completed by bidder)</i>
<p>3. Product or service functional requirement</p> <p>The product or service must perform the following functions –</p> <ul style="list-style-type: none"> a) BE6000 CISCO CALL CENTRE SYSTEM b) CISCO unified contact centre express, CISCO attendant console c) CISCO unified communications manager (8.5) d) CISCO unity connection e) CISCO unified contact centre express f) CISCO attendant console g) Checkmate wallboard (Call Centre Statistics) h) Libra data voice recorder (call centre recorder) 	<p>Provide product documentation indicating how it meets the required functionalities.</p> <p>Evaluation</p> <p>0 = Less than 30% of the minimum functionalities (or no substantiation)</p> <p>1 = Meet at least 30% of the minimum functionalities</p> <p>2 = Meet at least 70% of the minimum functionalities</p> <p>3 = Meet 100% of the minimum functionalities</p> <p>4 = Meet 100% of the minimum functionalities</p> <p>5 = Meet 100% of minimum functionalities and some additional functionalities.</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p> <p>Checkmate wallboard (Call centre stats)</p>
<p>4. Product performance requirements</p> <p><i>Used to differentiate on solution performance, capacity, integration, environment, etc.</i></p> <p>The product or solution must ...</p> <ul style="list-style-type: none"> o performance, capacity or integration requirement: 	<p>Provide evidence that the proposed solution meets each of the performance, capacity or integration requirements.</p>	<p>Provide unique reference to locate substantiating evidence in the bid response</p>

TECHNICAL FUNCTIONALITY REQUIREMENTS	Substantiating evidence and evaluation criteria <i>(used to evaluate bid)</i>	Substantiation reference <i>(to be completed by bidder)</i>
<p>Provide different reports (weekly, monthly, quarterly)</p> <ul style="list-style-type: none"> ○ Minimum performance, capacity or integration requirement: Agent Call coaching ○ Minimum performance, capacity or integration requirement: Call circulating for free extensions ○ Additional performance, capacity or integration requirement: Integration with the Telephone Management systems already implemented at NCR ○ Additional performance, capacity or integration requirement– Integration with TMS 		

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

Description	Weights
<p>Bidder certification and proficiency requirements</p> <p>Understanding of the NCR requirements</p> <p>Does the proposal show bidder’s understanding of the NCR requirements in relation to the TOR in regard to the installation, implementation, maintenance and support of the BE6000, Migration to the BE6000 and testing that all current services function as they are required to.</p> <ul style="list-style-type: none"> • Is the bidder must be a certified CISCO partner • Is the bidder a partner must be CISCO’s Advance Unified Communication Partner? • Partner must be specialized in CISCO’s CMSP Business Communication • Partner must have 24x7 Technical Support Service centre for reporting of faults and issues • Must have an engineer for 8 hours per week 	20
<p>Bidder experience and proposed</p> <p>Proposals must contain the details of the proposed approach to be adopted in order to deliver the service in accordance with the TOR.</p> <ul style="list-style-type: none"> • Proposed approach in relation to the scope of work and the outputs above; 	25

<ul style="list-style-type: none"> • The experience of the company in undertaking similar work or projects; and • Proven capacity and experience in CISCO Voice services • Proven capacity, skill, technology and experience in CISCO telephony solutions; • Value additions for the NCR; • Creativity and innovation- bidder to provide evidence. • Detailed migration plan 	
<p>Proposals should clearly indicate whether or not bid participants have the internal and technological capacity to meet the requirements of the TOR. This will include but not limited:</p> <ul style="list-style-type: none"> • 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; • Local CCIE Voice/Collaboration must be involved in the project implementation • 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 • The percentage of the work if any that will be outsourced to third parties; • 	25
<p>Minimum performance, capacity or integration requirement:</p> <p>Bidders must indicate how will they:</p> <ul style="list-style-type: none"> ○ Provide different reports (weekly, monthly, quarterly) ○ Agent Call coaching ○ Call circulating for free extensions ○ Integration with the Telephone Management systems already implemented at NCR ○ Additional performance, capacity or integration requirement– Integration with TMS 	20

<p>References</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"> • Past and Current Clients: Service, Feedback, Ratings and References; Portfolio of past work 	10
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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.

13. Additional information:

- Brief company profile, as relevant to the above mentioned terms of reference.
- Experience in the relevant areas and Clientele.
- A proposal including methodology
- Confirmation that the proposed team members will in fact be available to undertake this exercise at the appropriate time and meet the necessary deadlines.
- The proposal should contain a work plan, showing tasks, timelines etc.
- Contact details of at least three references from amongst recent clients with whom similar work has been conducted in the past 12 Months.
- Certificate of incorporation / legal status.
 - Company registration documents
 - Certified copy of director’s identity documents
 - Certified BBBEE certificate
- Financial proposal.
 - Detailed pricing on the company letter head, the total cost must link to SBD 3.3

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(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

- (i) **Formal Contract.** The Supplier must enter into a formal written Contract (Agreement) with NCR
- (ii) **Right of Award.** NCR reserves the right to award the contract for required goods or services to multiple Suppliers.
- (iii) **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.
- (iv) **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 15th Road, Randjes Park, Midrand, 1685
- Service item 1 at National Credit Regulator. 127 15th Road Randjes Park, 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 the servers to house the system	Date of delivery
2.	Provide the NCR with the Call-Centre System(software itself) and licenses	Date of delivery
3.	Configure the hardware component	10 days after delivery date
4.	Install the system in the configured hardware component	15 days after the delivery date
5.	Test the functionality of the system with users	20 days after the delivery
6.	Perform integration with all integration requirements	30 days after the delivery date
7.	Ensure Sign off by NCR	30 days after delivery
8.	Allow parallel system run between old and new system	30 days
9.	Switching off of the old system	1 day

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 – I think this related to the SLA

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

SBS	Service Element	Service Grade	Service Level
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

SBS	Service Element	Service Grade	Service Level
4.	Incident Restore	Normal	Maximum 8 hours
5.	Systems Availability	Gold	99% Availability
6.	Telephonic Support	Normal	When incident is reported. Helpdesk calls and telephonic calls to be attended within 24 hours
7.	On-site Support	Normal	Should be provided within 24 hours upon call logged on helpdesk system or telephonic call 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
- The selected service provider will provide NCR with CISCO certified and experienced technicians to repair or replace any faulty materials
- CISCO must recommend to NCR the appropriate service provider, accredited to provide NCR with the implementation, maintenance and support of the CISCO Call-Centre Telephony system

7. SCOPE OF TECHNICAL SOLUTION DEVELOPMENT

- methodology and techniques requirements – The system installation must follow normal project management and SDLC frameworks
- functional requirements – All functioning requirements detailed in paragraph 5 should be provided on the system and should be tested.
- technology and infrastructure requirements – The hardware, software and any other peripherals required for the full functioning of the system should be provided as part of the bidding document and bidding price.

- data requirements – All data requirements(backup, migration, preservations of data configurations are a must
- non-functional requirements, e.g. performance, capacity, scalability, flexibility, interoperability, compatibility, reliability, maintainability, availability, security, safety – forms part of the requirement.
- Development Environment requirements
- integration and testing requirements – The service provider must test integration required
- 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 30 call centre agents, provide for 15 soft phones
- maintenance
- and support requirements – The service provider is required to sign the maintenance and support of the implemented system as of.....(We need to specify when BCX contract ends)
- project management and quality requirements – The service provider will ensure that there are no deviations to the specified model of the call centre system requirements. The skill of project management for implementation is a must.
- service management requirements – The service level agreement will be signed and adhered to for the period of 3 years.
- service monitoring and assurance requirements – The NCR shall monitor the service provided.

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 be submitted in writing to 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 workman like 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:

- 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;
- 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;
- 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;
- 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;
- the Products is maintained during its Warranty Period at no expense to NCR;
- the Product possesses all material functions and features required for NCR's Operational Requirements;
- the Product remains connected or Service is continued during the term of the Contract;
- 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;
- 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;
- 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;

- any Product sold to NCR after the Commencement Date of the Contract remains free from any lien, pledge, encumbrance or security interest;
- 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;
- the information disclosed to NCR does not contain any trade secrets of any third party, unless disclosure is permitted by such third party;
- 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;
- it is not prohibited by any loan, contract, financing arrangement, trade covenant, or similar restriction from entering into the Contract;
- 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
- 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.

- 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.
- NCR, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- 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

	ACCEPT ALL	DO NOT ACCEPT ALL
<ul style="list-style-type: none"> ○ 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 ○ 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"> ○ Indicating with an "X" in the "DO NOT ACCEPT ALL" column, and; ○ Provide reason and proposal for each of the conditions that is not accepted. 		
<p>Comments by bidder:</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.	Implementation of the system with duration	1				
2.	Maintenance and Support <ul style="list-style-type: none"> • Hourly rate for an engineer • 1 day a week 	36 months				
3.	Other (Specify) Training , reports e.t.c					
4.	SUBTOTAL (VAT Excl.)					
5.	VAT (15%)					
6.	SUBTOTAL (VAT Incl.)					
7.	BID TOTAL (VAT Incl.)					

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