

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	



INVITATION TO BID

BID DETAILS

BID NUMBER	:	NPA 24-21/22
ISSUE DATE	:	07 November 2021
CLOSING DATE	:	6 December 2021
COMPULSORY VIRTUAL BRIEFING SESSION	:	12 November 2021 Click here to join the meeting
CLOSING TIME	:	11h00
DESCRIPTION	:	Appointment of a service provider to provide Unified Communication services to the NPA.
CONTRACT DURATION	:	Five (5) years

DETAILS OF BIDDER

COMPANY NAME : _____

Please indicate whether this document is an original or copy, tick the applicable block.

ORIGINAL

☐

COPY

☐

SOFT COPY

☐

NOTE: AS PER NATIONAL TREASURY CIRCULAR BIDDERS ARE REQUIRED TO REGISTER THEIR COMPANIES ON THE CENTRAL SUPPLIER DATABASE (CSD) SINCE SUPPLIERS WHO ARE NOT REGISTERED MAY NOT BE AWARDED BIDS WITH EFFECT FROM THE 01 JULY 2016. [HTTPS://WWW.CSD.GOV.ZA](https://www.csd.gov.za)

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DOCUMENTS CHECK LIST

Bidders are requested to use the checklist below for documents to be submitted with a bid.

NO	DOCUMENTS SUBMITTED	TICK (√)
1.	Central Supplier Database registration report	
2.	Broad Based Black Economic Empowerment (B-BBEE) Certificate or certified copy thereof or an original sworn affidavit signed by the Commissioner of Oath	
3.	Bidders profile	
4.	Certified copies of Identity Documents of Directors/Members/Shareholders	
5.	The bidders must provide a CV and valid certificate(s) of experienced resource that will be utilized for the duration of the contract	
6.	Two (2) or more signed reference letters of clients where similar services were/are conducted.	
7.	One (1) original and Two (2) copies of the bid document	
8.	The bidder must be an accredited MTEL service provider and must submit documentary proof thereof.	
9.	Where applicable, audited financial statements or signed off by the Accounting Officer in case of close corporation.	

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COMPANY DETAILS

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

FAX NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____

TOTAL BID PRICE INCL VAT : _____

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CONTENT PAGE

Bidders are to ensure that they receive all pages of this document, which consists of the following:

Structure of Proposals

Glossary

- Section 1 : Invitation to Bid (SBD 1)
- Section 2 : General Conditions of Contract
- Section 3 : Special Conditions of Contract
- Section 4 : Bid Submission Requirements
- Section 5 : Evaluation and Selections Process
- Section 6 : Terms of reference and Service Schedule (Annexure A)
- Section 7 : Preference Point Claim Form for B-BBEE Status Level of Contribution (SBD 6.1)
- Section 8 : Declaration of Interest (SBD 4)
- Section 9 : Declaration of Bidders Past SCM Practices (SBD 8)
- Section 10 : Certificate of independent bid determination (SBD 9)
- Section 11 : Confirmation Form
- Section 12 : Pricing schedules
- Section 13 : Bidder's experience

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GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by NPA for the provision of goods, works or services
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders
Bidder	Organization with whom NPA will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid
Dti	Department of Trade and Industry
GCC	General Conditions of Contract
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NPA	National Prosecuting Authority
Original Bid	Original document signed in ink
SCM	Supply Chain Management
SBD	Standard bidding document
SLA	Service Level Agreement

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SECTION 1
SBD 1
PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL PROSECUTING AUTHORITY					
BID NUMBER:	NPA 24-21/22	CLOSING DATE:	6 December 2021	CLOSING TIME:	11H00
DESCRIPTION	Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
National Prosecuting Authority					
VGM Building Weavind Park					
123 Westlake Avenue					
Silverton					
Pretoria					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Khayakazi Zaki		CONTACT PERSON	Manith Jugmohan	
TELEPHONE NUMBER	-		TELEPHONE NUMBER	-	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	tenders@npa.gov.za		E-MAIL ADDRESS	tenders@npa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

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PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

VALIDITY PERIOD: OFFER TO BE VALID FOR 90 DAYS FROM CLOSING DATE OF THE BID.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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SECTION 2

GENERAL CONDITIONS OF CONTRACT

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

- 1. Definitions**
 1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.

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- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in the SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the

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supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in the SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain 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, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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| | 16.2 | The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. |
| | 16.3 | Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. |
| | 16.4 | Payment will be made in Rand unless otherwise stipulated in SCC. |
| 17. Prices | 17.1 | Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract amendments | 18.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 | The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 | The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |

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|---|--|
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |
| 22. Penalties | <p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p> |
| 23. Termination for default | <p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> |

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- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/Authority will, at the discretion of the Accounting Officer/Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which control over the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 and 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed

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on the Register for Tender Defaulters. When a person's name has been endorse on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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| 24. Anti-dumping and countervailing duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him |
| 25. Force Majeure | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. |
| | 25.2 | If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event. |
| 26. Termination for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser. |
| 27. Settlement of Disputes | 27.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. |
| | 27.2 | If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. |

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| | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| | 27.4 | Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. |
| | 27.5 | Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier. |
| 28. Limitation of liability | 28.1 | Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; an

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| 29. Governing language | 29.1 | The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| 30. Applicable law | 30.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| 31. Notices | 31.1 | Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice |
| | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| 32. Taxes and duties | 32.1 | A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| | 32.2 | A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. |
| | 32.3 | No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession |

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of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Program (NIPP)

- 33.1 The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/ have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has /have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and or terminate the contract in whole or part, and/or restrict the bidder (s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor concerned.

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SECTION 3

SPECIAL CONDITIONS OF THE BID

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The NPA reserves the right;
 - Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - To award a bid to one or more service providers.
 - To award the bid as a whole or in part.
 - To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - To terminate any contract where service has not been carried out to its satisfaction.
 - To amend any bid condition, validity period, or extend the closing date of bids.
 - To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after shortlisted bidders have been notified of their status.
 - To conduct site inspections and or due diligence, or explanatory meetings in order to verify the nature and quality of services offered by the bidder. This will be done before/or after adjudication of the bid. The site inspection and or due diligence will be carried out with shortlisted bidders only.
4. The NPA may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. The NPA may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing within two (2) working days after the request has been made, otherwise the proposal may be disqualified.
6. As per National Treasury Instruction note no: 9 of 2017/18 bidders are required to register their companies on the government Central Supplier Database (CSD) and include in their bid a copy of their Master Registration Number (Supplier Number).
7. Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the NPA to view their tax profile and verify the bidder's tax compliance status.

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8. The NPA shall not accept any responsibility for any expenses incurred by the service provider that was not part of the contract.
9. Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation
10. Bidders are required to submit a valid B-BBEE Status Level Verification Certificates or copies thereof or Original Sworn Affidavit signed by the Commissioner of Oath together with their bids, to substantiate their B-BBEE rating claims. In case of a trust, consortium or joint venture, a consolidated B-BBEE Status Level Verification Certificate must be submitted. Affidavits may only be commissioned by a person designated as a Commissioner of Oaths in terms of Section 6 of the Justices of the Peace and Commissioners of Oaths Act, 1963 - 10 July 1998.
11. Any completion of bid documents in pencil, **correction fluid (Tippex) or erasable ink** will not be acceptable and will automatically disqualify the submitted bid.
12. The bidder must be accredited with the OEM (MITEL) and must submit documentary proof from the OEM.
13. The bidder (lead partner) must be accredited by ICASA on Electronic communications network services (ECNS) and Electronic communications services (ECS). Bidder is expected to comply with all the ICASA regulations as per the requirements of this bid. It is **mandatory** for the successful bidder to provide proof of being accredited by ICASA by the end of due diligence process.
14. All NPA telephone number ranges and single numbers must be ported at no charge to the NPA.
15. The bidder shall provide the current and new additional (as per request) unified communication service until the last day of the contract term.
16. The bidder must respond to any hardware or software faults during office hours from Monday to Friday (08h00 until 17h00) and/or after hours on arrangement.
17. The bidder must provide one (1) on-site OEM certified technical experienced resource permanently for the duration of the contract who will be located at Head Office (VGM), to support the Unified Communication solution. If the human resource is replaced, the person must be of the same experience and qualification and the NPA must be informed in writing before changing the replacement.
18. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**
 - 18.1 The NPA reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the NPA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –
 - 18.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid;
 - 18.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

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- 18.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
- 18.1.4 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 18.1.5 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or
- 18.1.6 has in the past engaged in any matter referred to above.

19. INDEMNITY

- 19.1 If a Bidder breaches the conditions of this bid and, as a result of that breach, the NPA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the Bidder indemnifies and holds the NPA harmless from any and all such costs which the NPA may incur and for any damages or losses the NPA may suffer.

20. PRECEDENCE

- 20.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

21. TAX COMPLIANCE

- 21.1 No award shall be made to a Bidder whose tax affairs are not in order. The NPA reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.

22. GOVERNING LAW

- 22.1 South African law governs this bid and the bid response process. The Bidder agree to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

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23. **RESPONSIBILITY FOR COMPANY/ BUSINESS' PERSONNEL**

- 23.1 A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.
- 23.2 Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting or joint venture agreement, the NPA will enter into a single contract with the principal service provider.
- 23.3 Bidding companies must clearly indicate if they envisage sub-contracting part of the project. The status of the company to which work will be sub-contracted with regard to the B-BBEE status level contribution must be clearly indicated.
- 23.4 A bidder may not cede, assign or sub-contract any part of the assignment to any person without a written consent of the NPA.
- 23.5 The NPA will enter into a Service Level Agreement with the successful bidder, effective from the date of bid award, taking all aspects of the contract into account. Confidentiality and non-disclosure undertakings will be signed by the resources of the successful service provider in order to protect NPA information.
- 23.6 Under no circumstances will negotiation with any bidder constitute an award or promise / undertaking to award the contract.
- 23.7 The successful service provider(s) will be subjected to a security screening investigation by the NPA at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, NPA shall be entitled to immediately cancel this contract in writing.
- 23.8 Bidders are requested to place their signature/initial on every page of the bid document. Furthermore, bidders must ensure that each and every place where a signature is required is correctly and fully signed including witnesses where applicable.
- 23.9 The service provider must have the infrastructure (physical premises) and the capacity to supply and/or deliver all required services.
- 23.10 The bidder must have a national connectivity footprint to render the Unified Communication service to the NPA and to provide site list, which will accommodate all NPA requirements and reach any NPA site within the agreed turnaround time.
- 23.11 The bidder must make provision for new and additional Unified Communication services when required. All additional Unified Communication services shall be invoiced separately following appropriate SCM processes. The NPA reserves the right to decline any quotation presented and may source alternative quotations.
- 23.12 The service provider must ensure connectivity at all times following a breakdown incident at any NPA office.
- 23.13 The service provider must maintain and support the current Unified Communication hardware and software solution.
- 23.14 Service provider to ensure all hardware and software to be of the latest firmware version upon installation and duration of the contract.

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23.15 The service provider will be required to provide a complete handover report at every implementation and cut-over stage.

23.16 The NPA will follow its internal disposal process to dispose of the redundant Unified Communication equipment.

24. THE PROPOSAL SHOULD INCLUDE THE FOLLOWING

24.1 Bidder's profile – Short summary and description of the key features of the bidder. The legal name of the entity, the principal business, resources and national footprint must be submitted.

- In the case of a consortium, joint venture or partnership a signed agreement between the parties must be submitted indicating the lead partner and the role and responsibilities of each party.

24.2 Track Record and Experience to install and maintain Unified Communication service – The bidder must provide information that demonstrates specific and/or adequate proof of related experience and track record in Unified Communication service. Such provided information must be supported to permit the NPA to verify claimed capabilities. To support the experience presented and to assist the NPA in reviewing and evaluating of the proposals, the bidders are requested to provide the following:

- Minimum of two (2) signed reference letters of clients where similar services were/are conducted, listing the services received, the period of the contract i.e. start and end date of contract as well as completing **section 13** of this document. (Note that the focus to these letters should address the relevant work experience of the bidder in providing Unified Communication service. The NPA reserves the right to verify satisfactory performance.

24.3 Provide a proposed methodology. Bidders (lead partner) must provide a detailed proposal, demonstrating an understanding of the project, indicating how its tasks and deliverables shall be carried out including timelines to ensure that the solution is stable and adequately maintained and supported.

The proposal should indicate and highlight the following:

- Provide a detailed project management and implementation plan with timelines.
- Specify how design and implementation of the solution would be achieved.
- Indicate how the project will be supported post the implementation phase.

24.4 On-site Technical Resources - The bidders must provide a CV and valid certificate(s) including a relevant OEM solution certificate of the experienced resource that will be utilized for the duration of the contract.

24.5 Annual Financial Stability – The bidder must provide the Annual Financial Statement (AFS) that are:

24.5.1 Not older than 18 months as at close of bid;

24.5.2 Audited (where applicable) or signed off by the Accounting Officer in case of Close Corporation.

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SECTION 4

BID SUBMISSION REQUIREMENTS

1. WHO MAY SUBMIT A RESPONSE TO THIS BID?

- 1.1 The NPA invites bids from bidders who comply with the requirements for this bid. In view of the scope of work required in this bid, the NPA has decided that the bidder must:

- Be able to deliver the scope and breadth of services as required.
- Comply with all other requirements as stipulated in the bid document.

2. FRAUD AND CORRUPTION

- 2.1 All service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

3. CLARIFICATION / QUERIES

- 3.1 Telephonic requests for clarification will not be considered. Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference/specifications, or any other aspect concerning the bid or bid document, is to be requested in writing (letter, facsimile or e-mail) from the following contact person, stating the bid reference number:

Bid Enquiries : Khayakazi Zaki
E-mail : tenders@npa.gov.za

- 3.2 Queries received will be responded to within two (2) working days of receiving the query.

- 3.3 The NPA will not respond to any enquiries received less than seventy-two (72) hours before the closing date and time of the bid.

4. COMPULSORY VIRTUAL BRIEFING SESSION

Microsoft Teams link	Date	Time
Link to be published on the NPA website.	12 November 2021	10H00

5. SUBMITTING BIDS

- 5.1 One (1) original, two (2) copies and optional flash drive (soft copy) of the bid proposals must be handed in / delivered to the address indicated below:

PHYSICAL ADDRESS	POSTAL ADDRESS
NATIONAL PROSECUTING AUTHORITY VGM BUILDING WEAVIND PARK 123 WEST LAKE AVENUE	NATIONAL PROSECUTING AUTHORITY THE BID OFFICE PRIVATE BAG X 752

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- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date and time of the bid on the addresses as outlined in paragraph 4.1 above. The NPA will NOT take responsibility for any bid documents received late.

NB: Bidders must indicate on the cover page of each document whether it is an original or a copy.

- 5.3 Should there be any bona fide discrepancy between the original document and the copy the original will be regarded as the valid document. Malicious discrepancies may result in the disqualification of the bidder.
- 5.4 All paper copies must be neatly bound. All additions to the bid document i.e. Appendices, supporting documentation, pamphlets, photographs, technical specifications and other support documentation covering the equipment offered etc. shall be neatly bound as part of the schedule concerned.
- 5.5 The NPA will not accept responsibility for any documentation, which gets lost.
- 5.6 An original version of the bid must be submitted. An authorized employee must sign the original version in ink, or representative of the bidder and each page of the proposal shall contain the initial of the same signatory/ies.
- 5.7 **Bulky documents:** Bidders are requested to make an arrangement prior to submitting the bulky documents. The NPA will not take responsibility for the bid documents left anywhere else other than the tender box as indicated in paragraph 4.1 above. Bidders are encouraged to call 012 845 6255/6077 or to email to tenders@npa.gov.za to make arrangements.

6. MARKING ON BID ENVELOPE / PACK

- 5.1. Bids must be submitted in a sealed envelope, or sealed pack if too big for an envelope, marked as follows:
- ☐ Attention : Tender Box:
 - ☐ : Supply Chain Management
 - ☐ Bid number : NPA 24-21/22
 - ☐ Closing date and time : @ 11H00
 - ☐ The name and address of the bidder

- 5.2 It is the responsibility of the bidder to ensure that bid documents reach the NPA on or before the closing date of the bid on the addresses as outline on paragraph 5.1 above. The NPA will NOT take responsibility for any bid documents received late.

- 5.3 Documents submitted on time by bidders shall not be returned

7. LATE BIDS

- 6.1. Bids received late shall not be considered. A bid will be considered late if it arrived even one second after 11:00am or any time thereafter. The tender (bid) box shall be locked at exactly 11:00am and bids arriving late will not be considered under any circumstances, such as traffic problems, getting lost etc. Bidders are therefore strongly advised to ensure that bids are dispatched allowing enough time for any unforeseen events that may delay the delivery of bid.

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- 6.2 The official Telkom time (Dial 1026) will be used to verify the exact closing time

8. DIRECTIONS TO THE NPA OFFICES FOR DELIVERY OF BIDS

From Pretoria City Centre

Take the Pretoria Road (extension of Church Street East) leading to Silverton. Turn left (north) into Creswell Street opposite the Botanical Gardens. Proceed until you get to the second street and turn left into Hartley Street. Continue straight ahead, this will take you to the main entrance of the VGM building.

N1 from North

Take the Stormvoël turn-off. Turn left at the traffic light. At the next robot turn right into the street leading to Koedoespoort. Proceed through Koedoespoort over the 3-way stop. At the next street, turn right into Hartley Street, which will lead you to the main entrance of the VGM Building.

N1 from South (coming from Johannesburg)

Take the Polokwane/Krugersdorp turn-off and follow the Polokwane N1 leading to the North. Proceed past Centurion and skip the following turn-offs: Botha Avenue, Alberton (old Jan Smuts), Rigel Avenue and Atterbury Road.

Take the Lynnwood Road turn-off, turn right into Lynnwood Road, over the highway, and immediately left into Meiring Naude (direction CSIR). Pass the CSIR until you get to a T-junction with Cussonia Street. Turn left, keeping to the right side of the road. Take the curve right in front of the CBC School. At the second robot turn left into Creswell Road and at the second street thereafter turn left into Hartley Street. This will take you to the main entrance of the VGM Building. **Bidders should allow time to access the premises due to security arrangements that need to be observed.**

9. ACCESS TO INFORMATION

- 9.1 All bidders will be informed of the status of their bid once the bid process has been completed.
9.2 Requests for information regarding the bid process will be dealt with in line with the NPA SCM Policy and relevant legislation.

10. REASONS FOR REJECTION

- 10.1 NPA shall reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 10.2 NPA may disregard the bid of any bidder if that bidder, or any of its Directors:
- 10.2.1 Have abused the SCM system of NPA;
 - 10.2.2 Have committed proven fraud or any other improper conduct in relation to such system;
 - 10.2.3 Have failed to perform on any previous contract and the proof exists;
 - 10.2.4 Such actions shall be communicated to the National Treasury.
- 10.3 Bidders that submit incomplete information and documentation not according to requirements of the terms of reference and special conditions.
- 10.4 Bidders that fail to submit a bid proposal in terms of section 3, clause 24

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10.5 Bidders failed to submit/provide a valid and current letter of good standing from Department of Labour.

11. CANCELLATION OF BID PROCESS

11.1 The bid process can be postponed or cancelled at any stage provided such cancellation or postponement takes place prior to entering into a contract with a specific service provider to which the bid relates.

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SECTION 5

EVALUATION AND SELECTION PROCESS

All bids received will be evaluated in accordance with the 90/10 preference system as prescribed in the preference point system as prescribed in the Preferential Procurement Regulation of 2017. The evaluation process comprises of the following phases:

PHASE 1: SCREENING PROCESS

During this phase bids will be reviewed to determine whether a bidder complied with all standard bidding documents, and whether such documents were signed by a duly authorized representative.

PHASE 2: MANDATORY REQUIREMENTS EVALUATION PROCESS

Only bidders that have met the screening process will be qualified for mandatory requirements evaluation process. In this phase the evaluation will be based on bidder's response in terms of whether they comply.

1. SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Should a bidder have reasons to believe that the technical specification is not open and/or is written for a particular brand or product, the vendor shall notify NPA within ten (10) days after publication of the Invitation to Bid.
- 1.2 Bidders shall provide full and accurate responses in this document, and explicitly state, **comply and provide comments/references** regarding compliance. Bidders must substantiate their response including full details on how their proposal/solution will address specific functional requirements and be adequately referenced. **Failure to substantiate the claim to comply will result in disqualification**
- 1.3 If bidders do not comply fully with each of the mandatory requirements, the bid will be **disqualified**. No indication on mandatory fields will be regarded as non-compliance.

MANDATORY COMPLIANCE REQUIREMENTS

Bidders must meet the following mandatory requirements. Bidders who do not meet all the following mandatory requirements will be disqualified from further evaluation.

	Requirements	Comply (mark with X)	Comments/Reference (Refer to special instructions - para 1.2 above)
1.	The bidder must be an accredited MITEL service provider and must submit documentary proof from the OEM.		
2.	Install last mile links or related connectivity technologies to listed sites (NPA Site Location) Refer Annexure B.		
3.	The bidder must have a national connectivity footprint to render the Unified Communication		

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	Requirements	Comply (mark with X)	Comments/Reference (Refer to special instructions - para 1.2 above)
	service to the NPA (provide a site list, which will accommodate all NPA requirements and reach any NPA site within the agreed turnaround time).		
4.	Integrate with MS Exchange 2016 and AD 2016 to allow users to make a call, send email, etc. directly from the address book.		
5.	<p>Provide technical support for Telephone Management System (TMS) such as management reporting and administration.</p> <ul style="list-style-type: none"> ▪ TMS must have the ability to be updated and apply call limits, call rates, duration, high user usage, reports, and user alerts per extension. ▪ Provide Centralised TMS with departmental cost centres, PIN code dialling and budget call barring ▪ Migrate historical Telesa TMS data. ▪ TMS records must be backed up weekly and stored in a safe location for a minimum of 5 years ▪ Provide comprehensive billing reports on line rentals and call usage. 		
6.	Replace the service provision such as analogue, ADSL and ISDN2/2A connectivity.		
7.	Bidder must make provision for converged solution integrating voice, video and data. .		
8.	Bidder must provide flexible architecture supporting connectivity.		
9.	The bidder must maintain the current technology as per Original Equipment Manufacturer (OEM) requirements and industry standards		
10.	The bidder must provide controlled versions and firmware updates.		
11.	The bidder must provide one (1) on-site OEM certified technical experienced resource permanently for the duration of the contract located at Head Office (VGM), to support the Unified Communication solution.		
12.	The bidder must provide and maintain network wide Hot-desking		
13.	The bidder must maintain and support current mobility communication for on and off premises (MiCollab). Soft Client (MiCollab Application) to be deployed and configured on laptops or PC's and smart devices as and		

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	Requirements	Comply (mark with X)	Comments/Reference (Refer to special instructions - para 1.2 above)
	when required. Current NPA licenses count as per scope of work. <ul style="list-style-type: none"> Standard licenses: 1089 Enterprise licenses: 3540 		
14.	The bidder must provide and maintain functionality of current Unified Communication applications including audio, video conferencing, collaboration and integration.		
	Security		
15.	The service must include technologies to provide secured, confidential, available and integrated communication to other platforms.		
16.	The service provider must provide secure interfaces between all networks by providing IP-based translation and signaling. Core voice routing must be on a separate device for security reasons.		
	Redundancy		
17.	The bidder's service provision must offer 98% or better uptime to ensure commitment to operational stability, system software, hardware availability and to ensure continuity		

PHASE 3: FUNCTIONALITY EVALUATION CRITERIA

Only bidders that have qualified on mandatory requirements evaluation process shall be evaluated for functionality. At this phase, the evaluation process shall be based on the bidder's responses in respect of the bid proposal. Bidders who score a **minimum qualifying score of 60% (percent)** or more out of 100 on functionality will qualify for the next phase.

Functionality of the proposals will be evaluated on a scale of **0-5** in accordance with the criteria below. The rating will be as follows: 0= Non-submission; 1= Poor; 2=Average; 3=Good; 4= Very Good and 5= Excellent

FUNCTIONALITY EVALUATION CRITERIA	WEIGHT
1. Proposed Methodology	40
Bidders must provide a detailed proposal, demonstrating an understanding of the project, indicating how its tasks and deliverables shall be carried out including timelines to ensure that the solution is stable and adequately maintained and supported. The proposal should indicate and highlight the following: <ul style="list-style-type: none"> Provide a detailed project management and implementation plan with timelines taking into consideration the scope of work to provide and maintain the Unified Communication service. Specify how design, implementation and configuration of the solution will be achieved. Indicate how the project will be supported post the implementation phase. 	15 15 10

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FUNCTIONALITY EVALUATION CRITERIA	WEIGHT												
2. Track Record and Experience in Unified Communication service	30												
<p>Bidders must demonstrate related experience on design, implementation, installation, maintenance and support of a Unified Communication service and the performance capabilities by providing documentary proof with a minimum of two (2) reference letters (on letter head of referee and signed by the relevant authority). The period of the contract where similar services were/are conducted must be confirmed indicating the start and end date of each contract.</p> <table border="1"> <thead> <tr> <th>Years of experience</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than (1) one year</td><td>0 points</td></tr> <tr> <td>One (1) to less than four (4) years</td><td>3 points</td></tr> <tr> <td>Four (4) to less than six (6) years</td><td>4 points</td></tr> <tr> <td>Six (6) years and above</td><td>5 points</td></tr> </tbody> </table> <p>Non-submission of reference letters or where no exact period is indicated, the bidder will score zero (0) points. The focus of these letters should address the relevant work experience of the bidder. This criterion will be evaluated in conjunction with section 13 (Bidders' experience).</p>	Years of experience	Points	Less than (1) one year	0 points	One (1) to less than four (4) years	3 points	Four (4) to less than six (6) years	4 points	Six (6) years and above	5 points	30		
Years of experience	Points												
Less than (1) one year	0 points												
One (1) to less than four (4) years	3 points												
Four (4) to less than six (6) years	4 points												
Six (6) years and above	5 points												
3. On-site Technical Resource	20												
<p>The bidders must provide a CV and valid certificate(s) including a relevant OEM solution certificate of the experienced technical resource that will be utilized for the duration of the contract.</p> <table border="1"> <thead> <tr> <th>Years of experience</th><th>Points</th></tr> </thead> <tbody> <tr> <td>One year to two (2) years</td><td>1 point</td></tr> <tr> <td>Above two years to three (3) years</td><td>2 points</td></tr> <tr> <td>Above three (3) to four (4) years</td><td>3 points</td></tr> <tr> <td>Above four (4) years to five (5) years</td><td>4 points</td></tr> <tr> <td>Above five (5) years</td><td>5 points</td></tr> </tbody> </table> <p>NB: Non-submission of CV or submission of invalid OEM certificates or less than a year experience will score zero (0) points.</p>	Years of experience	Points	One year to two (2) years	1 point	Above two years to three (3) years	2 points	Above three (3) to four (4) years	3 points	Above four (4) years to five (5) years	4 points	Above five (5) years	5 points	20
Years of experience	Points												
One year to two (2) years	1 point												
Above two years to three (3) years	2 points												
Above three (3) to four (4) years	3 points												
Above four (4) years to five (5) years	4 points												
Above five (5) years	5 points												
4. Financial Stability													
<p>Bidders must provide the Annual Financial Statement (AFS) that are:</p> <ul style="list-style-type: none"> Not older than 18 months as at close of bid Audited financial statements (where applicable) or signed off by the Accounting Officer in case of Close Corporation 	10												

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FUNCTIONALITY EVALUATION CRITERIA			WEIGHT
Revenue	Points		
R 12 million and above	5 points		
R 9 million to R 11 999,999 million	4 points		
R 6 million to R 8 999,999 million	3 points		
R 4 million to R 5 999,999 million	2 points		
R 3.5 million to R 3 999,999 million	1 point		
Functional Total			100
Threshold			60%

The percentage for functionality will be calculated as follows

$$Ps = \frac{so}{ms} \times 100$$

Where:

Ps = percentage scored for functionality by bid under consideration

So = total score of bid under consideration

Ms= maximum possible score, i.e. 5x (a) 100 = 500

Ap = percentage allocated for functionality (in this bid = 100)

- i. The value scored for each criterion will be multiplied by the specified weight for the relevant criterion to obtain the marks scored for each criterion.
- ii. The scores for each criterion will be added to obtain the total score.
- iii. This score will be converted to a percentage and only bidders that have met or exceeded the minimum qualifying score of 60 percent on functionality will be evaluated and scored in terms of Price and B-BBEE status level contribution preference points.
- iv. Bidders not meeting a minimum qualifying score of 60 percent on functionality will be disqualified.

Phase 5: Price and B-BBEE status level contribution evaluation

Price points will be calculated and added to the preference points claimed by bidders.

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SECTION 6

TERMS OF REFERENCE

1. BACKGROUND

1.1 In 2015, the NPA deployed the current Unified Communication (UC) solution. The telephony system resides on a dedicated high-speed network. The primary function of the current MITEL Unified Communication solution is the following:

- Transmission of voice and video communication
- Integration to messaging such as email

1.2 The NPA currently utilises MITEL Unified Communication solution. The current technology is still supported by the Original Equipment Manufacturer (OEM) and requires a continuation of maintenance and support for both hardware and software.

The current NPA telephony service is provided by two service providers that cater for:

- *Service provider 1:* Diginet Unified Communication connectivity and voice traffic as well as switching system
- *Service provider 2:* ADSL, and Analogue telephony connections to remote offices.

2. CURRENT ARCHITECTURE

2.1 The NPA offices are dispersed nationally with the Head Office (HO) in Pretoria being the nerve centre. All offices are linked to the HO via various connections, i.e. Fibre, Diginet, Wireless and radio/microwave links.

2.2 The NPA operating platform is primarily Microsoft (MS) Windows Server based 2012 R2/2016, MS Active Directory (AD) 2016, MS SQL 2014 and SharePoint 2014, MS CRM Dynamics 2013, and MS Exchange 2016. User desktop machines are installed with Windows 10 operating systems, MS Office 2019. All NPA offices has distributed architecture with decentralized datacentres.

2.3 The Diginet (Unified Communication) network is managed by an outsourced business partner. The LAN infrastructure is made up of Enterasys C5 generation switches. FortiGATE firewalls provides perimeter protection. The State Information Technology Agency (SITA) manages the MPLS and data services. An approximate 3200 users are distributed nationally.

2.4 The Unified Communication architecture is currently MITEL® Communication Director (MCD) Common Call Control application. The telephone management system (TMS) is used to manage all the systems remotely and is used for internal billing and reporting. The TMS is outsourced as part of the solution; however, the MITEL equipment and licenses are NPA owned. The telephony voicemail service is integrated to MS Exchange 2016.

2.5 The MITEL® solution replaced the NPA's legacy switched voice services with a VOIP solutions. Voice trunk services are provided on dedicated Voice Backhaul links and dedicated voice hardware is deployed at each site. The NPA voice service resides on the Diginet, fibre and wireless/microwave links. (**See annexure A – Unified Communication and Mitel Asset Distribution & Annexure C - legacy telecoms**)

2.6 The MITEL® Unified Communication solution is licensed for the comprehensive Unified Communication suite and the NPA utilises the MiCollab functionality. The solution consists of the following:

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- Future technology ready solution and is full convergence ready.
- Bring Your Own Device (BYOD) ready network.
- Seamless integration of entire solution is provided for (with special care to existing applications).

The following design depicts the NPA's networks and MITEL® designs configurations for a large, medium and small sites.

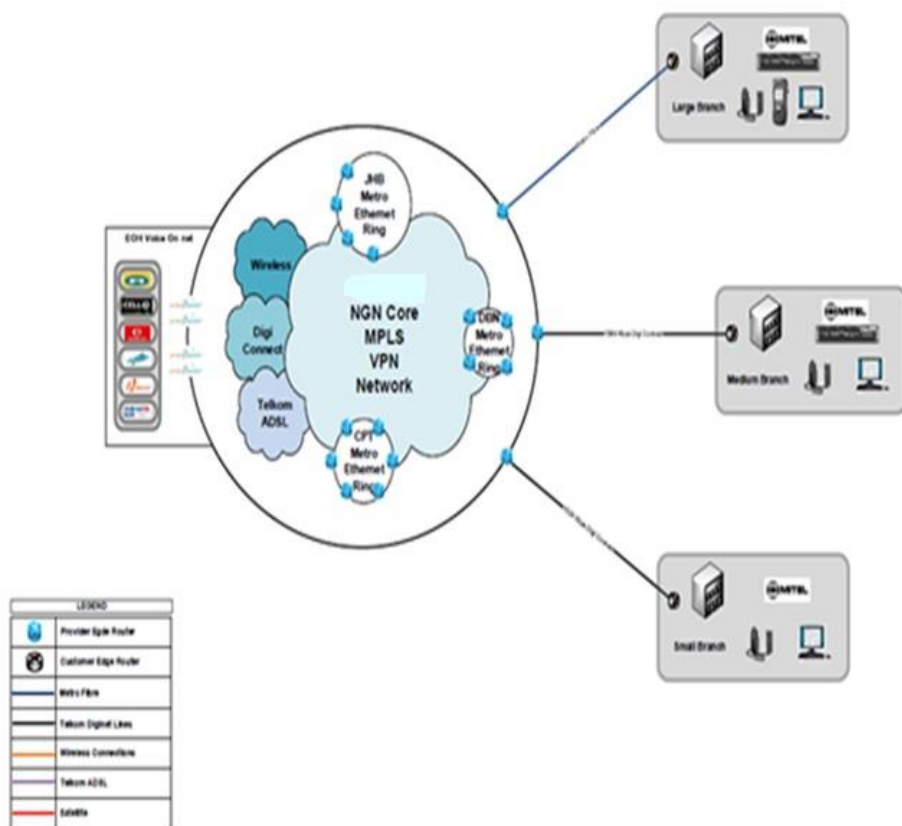


Figure 1: Unified Communication MITEL high-level architecture

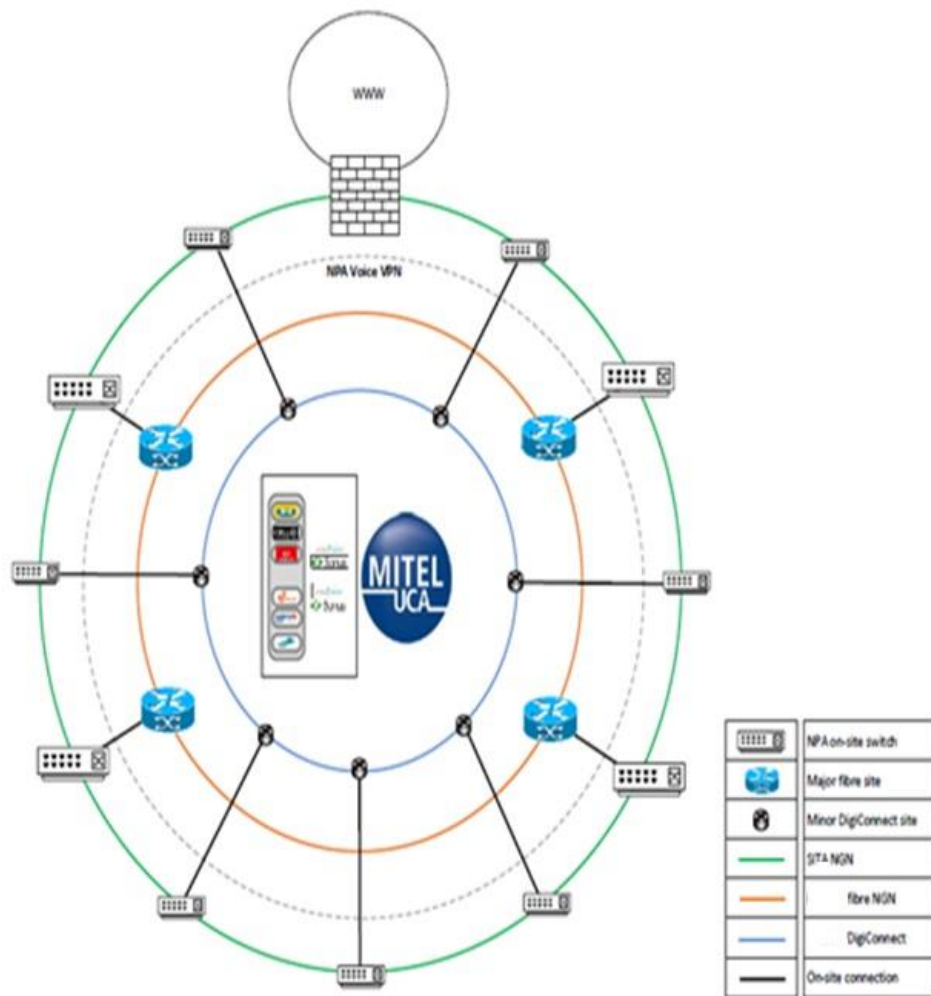


Figure 2: Networks

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NPA VGM

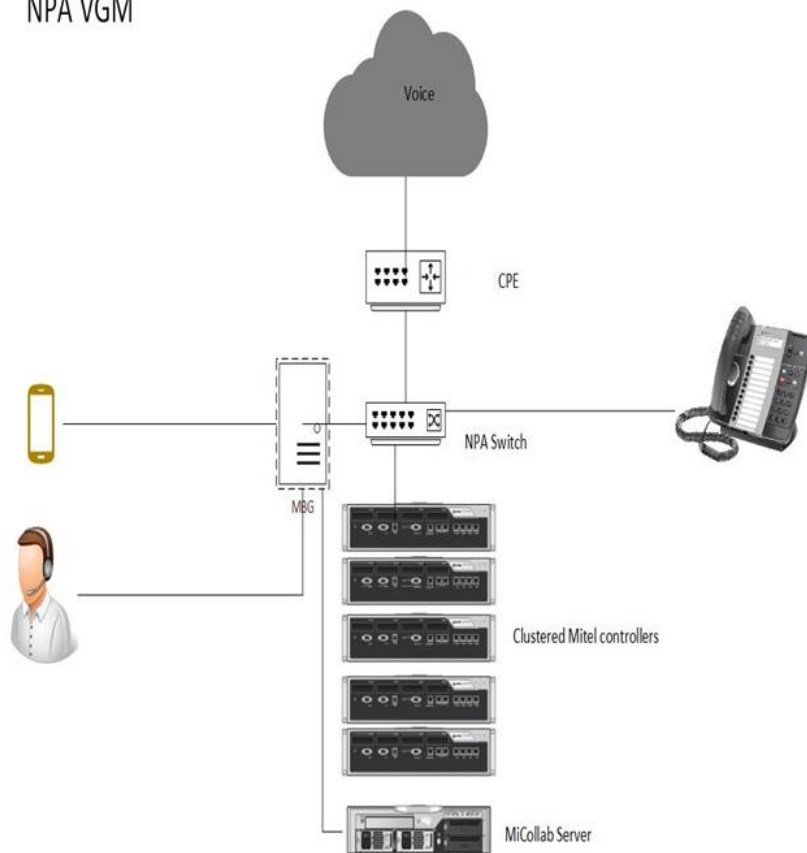


Figure 3: 4 x Large sites: Pretoria, Cape Town, Durban and Johannesburg: (10Mb speed)

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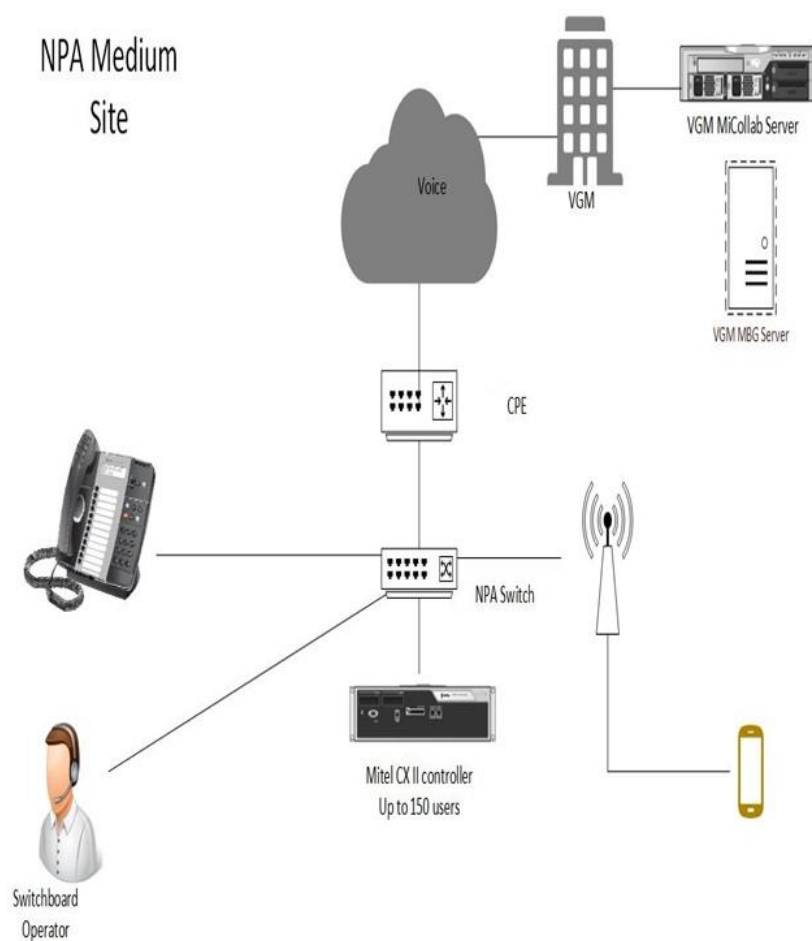


Figure 4: 13 x Medium sites 2Mb speed

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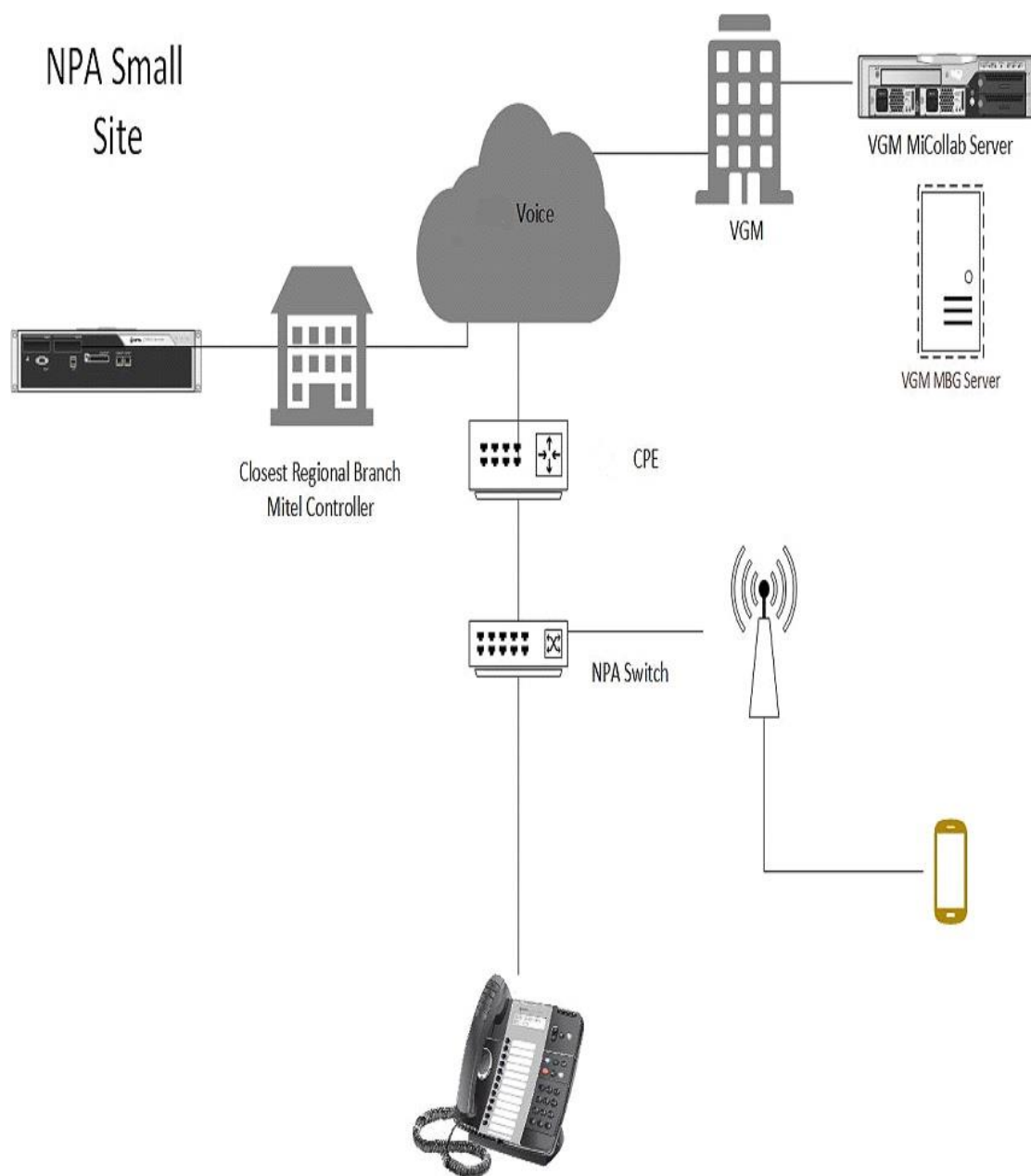


Figure 5: 51 x Small sites 1Mb speed

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PURPOSE OF THE BID

- 3.1 The purpose of the bid is to provide a solution with maintenance and support of the current MITEL Unified Communication (UC) solution's hardware, software and connectivity for a period of five (5) years.
- 3.2 This specification describes the NPA's current architecture and details the desired state for the required telephony services required. In addition, it lists the localities for all the last mile installations.

3. SCOPE OF WORK

- 4.1 To appoint a service provider to provide a unified communication service to the NPA as per the following deliverables:

- 4.1.1 The proposed solution must be compatible with the current NPA architecture.
- 4.1.2 Assess and design the Diginet connectivity architecture and be replaced with latest technology.
- 4.1.3 Project management of implementation and co-ordination of Unified Communication solution.
- 4.1.4 The installation of new last mile links or equivalent technology.
- 4.1.5 Configure and manage the existing controller and telephony infrastructure.
- 4.1.6 Provide proactive and corrective maintenance and support.
- 4.1.7 Provide a full time on-site technical resource (head office).
- 4.1.8 Provide and manage a Telephone Management System (TMS).
- 4.1.9 Set up TMS reporting.
- 4.1.10 Corrective maintenance, break-fix and new installations as and when required.
- 4.1.11 The service provision for the current MITEL® solution should offer the potential for expansion without higher-costs or a need for massive investment. The service must offer scalability and sufficient capacity for growth.
- 4.1.12 Manage the current licenses, Software, Firmware updates of MITEL Software Assurance Renewals (SWAS) for five (5) years.
- 4.1.13 Provide TMS licensing to ±3200 users. In terms of NPA requirements, the bidder must make provision to increase/decrease quantity of users.
- 4.1.14 The discontinued NV Connect functionality of the TMS solution requires an alternative solution.
- 4.1.15 Maintain stock inventory records of all Unified Communication equipment in the NPA, in accordance with the NPA Asset Management policy
- 4.1.16 Make provision for scalable architecture for organizational requirements as and when required.

4.2 UNIFIED COMMUNICATION FEATURES AND FUNCTIONS

- 4.2.1 Ability to communicate internal availability to users.
- 4.2.2 Instant messaging.
- 4.2.3 TMS management and budget barring (Provide solution)
- 4.2.4 Group and private instant messaging
- 4.2.5 MiCollab Unified Communication – i.e. conferencing, status, and mobility features.
- 4.2.6 Integration to email and MS Office platforms.

4.3 UNIFIED COMMUNICATION ADMINISTRATIVE CAPABILITIES (FUNCTIONS OF ON-SITE TECHNICIAN)

- 4.3.1 Provision of new and maintenance of Unified Communication environment.
- 4.3.2 Provision of new and maintenance of Unified Communication equipment.
- 4.3.3 Monitoring and reporting of incidents and resolution management.

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- 4.3.4 Provide remote access to administration portal, mobile and web access.
- 4.3.5 Provide administration from a single management portal.
- 4.3.6 Provide Software/Firmware updates, patches as released in the Unified Communication solution.
- 4.3.7 Manage and support the TMS platform.

4.4 ANTICIPATED OUTCOMES:

It is anticipated that once a service provider has been appointed, the NPA will continue to benefit from the following:

- 4.4.1 Access to the latest Unified Communication technology available.
- 4.4.2 Secured Unified Communication as per ICASA legislation to ensure that all lines are encrypted, untappable and untraceable.
- 4.4.3 Access to unified voice and data communication services, including voice over internet protocol (VOIP) and wireless.
- 4.4.4 Provided and managed voice communication services such as Telephone Management Services (TMS).
- 4.4.5 Convergence of incorporated fixed video and mobile technology.
- 4.4.6 Managed and supported current MITEL software and hardware.
- 4.4.7 Reduced overall expenditure and usage savings.

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SECTION 7

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1. B-BBEE Status level certificate issued by an authorized body or person;
 - 2. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3. Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

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Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the

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satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

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SECTION 8

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.1 Identity Number:.....
 - 2.2 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.3 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....
 - 2.4 Tax Reference Number:
 - 2.5 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

 - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
 - (b) any municipality or municipal entity;
 - (c) provincial legislature;
 - (d) national Assembly or the national Council of provinces; or
 - (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
 - 2.7 Are you or any person connected with the bidder **YES / NO**

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- presently employed by the state?
- 2.7.1 If so, furnish the following particulars:
- Name of person / director / trustee / shareholder/ member:
- Name of state institution at which you or the person connected to the bidder is employed:
-
- Position occupied in the state institution
- Any other particulars:.....
-
- 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**
- 2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**
- (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.
- 2.7.2.2 If no, furnish reasons for non-submission of such proof:
-
-
-
- 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**
- 2.8.1 If so, furnish particulars:
-
-
-
- 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 2.9.1 If so, furnish particulars.
-
-
-
- 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

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2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SECTION 9

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

Bid No: NPA 24-21/22	National Prosecuting Authority
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SECTION 10

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. Disregard the bid of any bidder if that bidder or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. Cancels a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidde

Bid No: NPA 24-21/22	National Prosecuting Authority
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SECTION 11

Confirmation

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE SERVICES OFFERED BY YOU YES / NO

Declaration

I/We have examined the information provided in your bid documents and offer to undertake the work prescribed in accordance with the requirements as set out in the bid document. The prices quoted in this bid are fixed and valid for the stipulated period. I/We confirm the availability of the proposed team members/ and or services. We confirm that this bid will remain binding upon us and may be accepted by you at any time before the expiry date.

Signature of bidder:

Date:

Are you duly authorized to commit the bidder: YES / NO

Capacity under which this bid is signed

Domicilium

NPA chooses the following as its domicilium citandi et executandi for all purposes of and in connection with the final contract:

NATIONAL PROSECUTING AUTHORITY, VGM BUILDING, WEAVIND PARK, 123 WEST LAKE AVENUE, SILVERTON, PRETORIA

The bidder must indicate its domicilium citandi et executandi for all purposes of and in connection with the final contract.

Any discrepancies between the information supplied here and the other parts of the bid may result in your bid being disqualified.

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ANNEXURE A

1. UNIFIED COMMUNICATION AND MITEL ASSET DISTRIBUTION:

Site name	Province	CX Controller	MXE Controller	Controller configured	Last mile Rented	Users	IP Phone 5312	IP Phone5320	IP Phone5340	IP Consol 5550	ATA 187-11-A	Conference UC360
CP: George (NPA Thembaletu Court)	WC				1MB	4	4				1	
CP: Aliwal North	EC				1 MB	5	5				1	1
CP: Cradock	EC				1MB	7	7				1	1
DPP: Bisho	EC	1			1MB	30	30					1
DPP: East London (Spoornet building)	EC	1			2MB	65	64	0	0	1	2	1
DPP: Grahamstown –High Court	EC	1		Yes	2MB	70	66	2	1	1		1
DPP/AFU/SCCU: Port Elizabeth	EC	1		Yes	2MB	82	92	2	2	2	3	1
DPP: Umtata-High Court	EC	1		Yes	1MB	53	48	4		1	0	2
OWP EC: (Encompass Agency)	EC				1MB	20	20				2	1
TCC: Mdantsane	EC				1MB	3	3					
TCC: Libode	EC				1MB	2	4				0	
DPP: Bloemfontein –Waterval building	FS		1	Yes	2MB	118	119	11	7	1	6	3
OWP: FS	FS				1MB	15	15					1
CP: Benoni	GP				1MB	2	2					
CP: ODI (Ga Rankuwa)	GP				1MB	4	4					
DPP: Johannesburg-High Court	GP		1		Fibre 10MB	328	314		13	1		4
DPP: Pretoria-Church Square	GP		1	Yes	2MB	104	99	2	2	1	0	2
HQ: Pretoria	GP		5		Fibre 10MB	1159	967	126	63	3		15
SCCU: PRETORIA – Sinodale	GP	1		Yes	1MB	55	52	2		1	0	1
TCC: Laudium	GP				1MB	2	5					
TCC: Sinakekelwe (Natalspruit)	GP				1MB	2	4					
TCC: Soweto	GP				1MB	3	3					
CP: Empangeni	KZN				1MB	14	14					1

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Site name	Province	CX Controller	MXE Controller	Controller configured	Last mile Rented	Users	IP Phone 5312	IP Phone5320	IP Phone5340	IP Consol 5550	ATA 187-11-A	Conference UC360
CP: Richards Bay	KZN				1MB	7	7					
DPP: Durban – Southern Life building	KZN		1		2MB	194	194					1
DPP: Pietermaritzburg	KZN	1			2MB	161	142	19				1
SCCU: Durban	KZN	1			1MB	59	59					1
TCC: Empangeni	KZN				1MB	2	4					
TCC: RK Kahn	KZN				1MB	2	4					
TCC: Stanger	KZN				1MB	3	4				1	
TCC: Umlazi	KZN				1MB	2	4					
OWP KZN	KZN				1MB	18	18					1
CP: Modimolle Mokerong	LP				1MB	13	13					
DPP Polokwane High Court	LP				2MB	79	79					2
DPP: Thohoyandou	LP	1			2MB	55	52	2		1	0	1
TCC: Seshego	LP				1MB	2	3					
OWP: Limpopo	LP				1MB	20	20					1
DPP: Nelspruit/Mpumalanga	MP				2MB	176	176					2
CP: Evander	MP				2MB	73	73					
CP: Barberton	MP				1MB	7	7					
CP: Kabokweni	MP				1MB	1	1				1	
CP: Witbank	MP				1MB	4	4					
TCC: Emalahleni (Witbank)	MP				1MB	2	3					
OWP MP	MP				1MB	15	15					1
DPP: Kimberley – High Court	NC	1		Yes	2MB	70	69			1	3	1
TCC: De Aar	NC				1MB	3	3					
TCC: Galeshewe (Kimberley)	NC				1MB	5	5					

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Site name	Province	CX Controller	MXE Controller	Controller configured	Last mile Rented	Users	IP Phone 5312	IP Phone5320	IP Phone5340	IP Consol 5550	ATA 187-11-A	Conference UC360
OWP NC	NC				1MB	12	12					1
DPP: Mmabatho-Mega City	NW	1		Yes	2MB	63	56	2	4	1		1
TCC: Klerksdorp	NW				1MB	3	3					
TCC: Mahikeng	NW				1MB	4	4					
OWP Potchefstroom	NW				2MB	20	20					1
CP: Athlone, Cape Town	WC				1MB	27	27					1
CP: Wynberg, Cape Town	WC				2MB	59	59				1	1
DPP: Cape Town-Buitengracht street	WC		1		10MB	366	354	10		2	7	11
SCCU: Bellville	WC	1			1MB	35	32	2		1	0	2
TCC: George	WC				1MB	3	3					
TCC: Worcester	WC				1MB	2	4					
OWP GP					1MB	20	20					1
ID: Pretoria	GP				20MB	140	140					
Spare Devices in Stock at NPA		1	0				679	12	21	0	0	4
Totals		13	11		61	2694	4301	196	113	18	30	72

Notes:

- Hosted controllers are devices that are situated at the four larger sites.
- MXE and CX controllers are hosted at large and medium sites.
- Large sites have fibre connection capped at 10MB.

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ANNEXURE B

2. SITE LOCATION

NPA UNIFIED COMMUNICATION SITE INFORMATION			
SITE	TYPE: LINE & EQUIPMENT	ADDRESS	NPA SITE NAME
LARGE SITES Fibre 10Mb lines x 4			
Head Office			
	Fibre Link Head office	123 WESTLAKE AVENUE, SILVERTON	VGM Head Office
DPP Cape Town			
	Fibre Link Cape Town	115 BUITENGRAGT ROAD, CAPE TOWN CBD CAPE TOWN	DPP Cape Town
DPP Johannesburg			
	Fibre Link Johannesburg	INNES CHAMBERS BUILDING, 74 KERK STREET, JOHANNESBURG	DPP Johannesburg
DPP Durban			
	Fibre Link Durban	20 MARGARET MNCADI AV FIFTH FLOORJOHN ROSS HOUSE DURBAN CENTRAL	DPP Durban
MEDIUM SITES: 2Mb DigiConnect lines x14			
DPP Port Elizabeth			
	NAT013 - Diginet VPN access incl last mile and port - 1984Kbps - DPP Port Elizabeth	WOOLHOUSE BUILDING, 18 GRAHAMSTOWN ROAD, NORTH END, PORT ELIZABETH ERF 837	DPP Port Elizabeth
DPP Bloemfontein			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Bloemfontein	6 ALI WAL STREET, WATERFALL BUILDING; BLOEMFONTEIN	DPP Bloemfontein
DPP Grahamstown			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Grahamstown	94 HIGH STREET CITY CENTRE GRAHAMSTOWN	DPP Grahamstown
DPP Kimberley			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Kimberley	22 FABRICIA ROAD WILCON HOUSE BEACONSFIELD KIMBERLEY	DPP Kimberley

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DPP Pretoria			
	NAT013 - Diginet VPN access incl last mile and port - 1984Kbps - DPP Pretoria	28 WF NKOMO (CHURCH STREET); PRETORIA SENTRAAL; PRETORIA; PORTION 1 OF ERF 323	DPP Pretoria
DPP Thohoyandou			
	NAT013 - Diginet VPN access incl last mile and port - 1984Kbps - DPP Thohoyandou	20 THOHOYANDOU UNIT P WEST RD, THOHOYANDOU	DPP Thohoyandou
DPP Mmabatho			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Mmabatho	28 WF NKOMO (CHURCH STREET); PRETORIA SENTRAAL; PRETORIA; PORTION 1 OF ERF 323	DPP Mmabatho
DPP East London			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP East London	7 FLEET STREET, OLD SPOORNET BUILDING, (CNR. STATION STREET). EAST LONDON	DPP East London
DPP Pietermaritzburg			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Pietermaritzburg	286 PIETERMARITZ STREET, PIETERMARITZBURG	DPP Pietermaritzburg
DPP Polokwane			
	Diginet VPN access incl last mile and port - 1984Kbps - DPP Polokwane	36 BICCARD STREET HIGH COURT LIMPOPO POLOKWANE	DPP Polokwane
CP Wynberg			
	Diginet VPN access incl last mile and port - 1984Kbps - CP Wynberg	100 CHURCH STREET, MAGISTRATE'S COURT, WYNBERG	CP Wynberg
DPP Nelspruit			
	Diginet VPN access incl last mile and port - 2Mbps - DPP Nelspruit	NELSPRUIT HIGH COURT FOURTH FLOOR 43 SAMORA MACHELL DRIVE NELSPRUIT	DPP Nelspruit
CP Evander			
	Layer 2Access-Zone 1-Bronze 2Mbps -Evander	EVANDER MAGISTRATE OFFICE, EVANDER C/O GHENT & BOLOGNA RD	CP Evander

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

ID Pretoria			
	Metro E. Fibre access – Point to cloud - 20Mbps access	LINTON HOUSE, BROOKLYN BRIDGE - CORPORATE CAMPUS 570 FEHRSEN ST, BROOKLYN, PRETORIA	ID Pretoria
SMALL SITE: 1Mb DigiConnect Lines x 51			
DPP Bisho			
	Diginet VPN access incl last mile and port - 1024Kbps - DPP Bisho	1058 PHALO AVE; BISHO	DPP Bisho
DPP Umtata High Court			
	Diginet VPN access incl last mile and port - 1024Kbps - DPP Umtata High Court	2762 SUTHERLAND STREET; BROADCAST HOUSE, UMTATA	DPP Umtata High Court
SCCU Pretoria – Sinodale			
	Diginet VPN access incl last mile and port - 1024Kbps - SCCU Pretoria – Sinodale	234 VISAGIES STREET; 228 BOTHONGO HOUSE, PRETORIA	SCCU Pretoria - Sinodale
SCCU Western Cape			
	Diginet VPN access incl last mile and port - 1024Kbps - SCCU Western Cape	10877 VOORTREKKER ROAD, BOSTON; BELLVILLE	SCCU Western Cape
SCCU Durban			
	Diginet VPN access incl last mile and port - 1024Kbps - SCCU Durban	20 MARGARET MNCADI AVE, DURBAN CENTRAL	SCCU Durban
NPA OWP JHB			
	Diginet VPN access incl last mile and port - 1024Kbps - OWP JHB	NO 2 OLD TRAFFORD BUILDING, 2ND FLOOR, 16 BOUNDARY ROAD, ISLE OF HOUGHTON, PARKTOWN, JHB	OWP JHB
NPA OWP KZN			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA KZN	69 CHELSEA DR, BROADWAY, DURBAN	OWP KZN
NPA OWP Free State			

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

	Diginet VPN access incl last mile and port - 1024Kbps - NPA Free State	GENIUS LOCI BUILDING, 6 C.P HOOGENHOUT STR, BLOEM PARK, BLOEMFONTEIN	NPA Free State
OWP Kimberley (Northern Cape)			
	Diginet VPN access incl last mile and port - 1024Kbps - OWP Kimberley	UNIT 1 GROUND FLOOR, ENGINEERING TRAINING CENTRE, 80 LAWRIE SHUTTLEWORTH DRIVE, CASSANDRA, KIMBERLEY	OWP Kimberley
OWP Limpopo			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA OWP Limpopo	89 BICCARD STREET, PIETERSBURG	OWP Limpopo
NPA OWP Eastern Cape			
	NAT013 - Diginet VPN access incl last mile and port - 1024Kbps - NPA Eastern Cape	53 FOURTH AVENUE NEWTON PARK P.E.	NPA Eastern Cape
OWP Potchefstroom			
	4Mbps Wireless link - OPW Potch	8 GRIEG AVE, VAN DER HOFF PARK, POTCH	OWP Potch
NPA OWP Mpumalanga			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA Mpumalanga	75 GERDA ST, EMALAHLENI, WITBANK	NPA Mpumalanga
CP Aliwal North			
	Diginet VPN access incl last mile and port - 1024Kbps - CP Aliwal North	15 SMITH STREET, ALIWAL NORTH, EC	CP Aliwal North
CP Caledon			
	Diginet VPN access incl last mile and port - 1024Kbps - CP Caledon	28 CHURCH ST, CALEDON	CP Caledon
CP Athlone			
	Diginet VPN access incl last mile and port - 1024Kbps - CP Athlone	1 OD KLIPFONTEIN ROAD, ATHLONE	CP Athlone
CP Cradock			

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Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

	Diginet VPN access incl last mile and port - 1024Kbps - CP Cradock	50 FRERE STREET, CRADOCK, EASTERN CAPE	CP Cradock
NPA (CP Richards Bay)			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA CP Richards Bay	3 PESETA PARADE STREET, RICHARDS BAY CBD, RICHARDS BAY	CP Richards Bay
CP Empangeni			
	Diginet VPN access incl last mile and port - 1024Kbps	6 UNION STREET, EMPANGENI, EMPANGENI	CP Empangeni
CP Modimolle Mokerong			
	Diginet VPN access incl last mile and port - 1024Kbps - CP Modimolle Mokerong	3001 MAHWELERENG ZONE A STREET, MAHWELERENG ZONE A, MAHWELERENG	CP Modimolle Mokerong
CP Middleburg			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA CP Middleburg	GROUND FLOOR, AUXILIUM BUILDING, 6 EKSTEEN STR, MIDDELBURG, MPUMALANGA	CP Middleburg
CP Barberton			
	Diginet VPN access incl last mile and port - 1024Kbps	23 VAN DER MERWE STREET BARBERTON	CP Barberton
CP ODI Ga-Rankuwa			
	Diginet VPN access incl last mile and port - 1024Kbps - CP ODI Ga-Rankuwa	8835 GA-RANKUWA ZONE 3 STREET, GA-RANKUWA ZONE 3, GA-RANKUWA	CP ODI Ga-Rankuwa
CP Benoni			
	Diginet VPN access incl last mile and port - 1024Kbps - CP Benoni	61 HARPUR AVENUE, BENONI 771R, BENONI	CP Benoni
CP Port Alfred - Fax Line			
	Telkom analogue line - Port Alfred	651 PASCOE CT, PORT ALFRED	Port Alfred

Bid No: NPA 24-21/22	National Prosecuting Authority
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Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

CP Port Alfred – DigiConnect			
	Diginet VPN access incl last mile and port - 1024Kbps	651 PASCOE CT, PORT ALFRED	Port Alfred
TCC De Aar			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC De Aar	1425 VISSER STREET; DE AAR	TCC De Aar
TCC Seshego			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Seshego	7946 CHRIS HANI DR; SESHEGO A	TCC Seshego
TCC George			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC George	44 CJ LANGENHOVEN Rd; GEORGE	TCC George
TCC Stanger			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Stanger	6 PATTERSON STREET, STANGER, STANGER	TSS Stanger
TCC Soweto			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Soweto	23737 NMAR STREET; DIEPKLOOF; SOWETO	TCC Soweto
TCC Laudium			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Laudium	430 BENGAL STREET; LAUDIUM X 3; PRETORIA	TCC Laudium
TCC RK Khan			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC RK Khan	101 R K KHAN CR; CHATSWORTH TOWN CENTRE	TCC RK Khan
TCC Libode			
	Diginet VPN access incl last mile and port - 1024Kbps	1 STAND STREET, LIBODE, LIBODE	TCC Libode
TCC Mamelodi			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Mamelodi	MAMELODI DAY HOSPITAL, 19472 TSAMAYA AVENUE, MAMELODI, BUFFER ZONE	TCC Mamelodi
TCC Kuruman			

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Kuruman	KURUMAN HOSPITAL,1947 HOOF STREET, KURUMAN	TCC Kuruman
TCC Mdantsane			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Mdantsane	1506 MDANTSANE ZONE 9, MDANTSANE	TCC Mdantsane
TCC Galeshewe			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Galeshewe	46 ROYAL ST; GALESHEWE X 7; KIMBERLEY	TCC Galeshewe
TCC Witbank			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Witbank	WITBANK HOSPITAAL GED34 MANDELA DRIVE WITBANK WITBANK	TCC Witbank
TCC Worcester			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Worcester	57 ADDERLEY STREET, WORCESTER, CAPE TOWN	TCC Worcester
TCC Umlazi			
	Diginet VPN access incl last mile and port - 1024Kbps - NPA TCC Umlazi	PRINCE MSHYENI HOSPITAL,138 THABO MORENA RD, UMLAZI X V, UMLAZI	TCC Umlazi
TCC Klerksdorp			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Klerksdorp	Z. TSHEPONG HOSPITAL, 41 BENJI OLIPHANT RD, URANIAVILLE, KLERKSDORP	TCC Klerksdorp
TCC Mahikeng			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Mahikeng	BOPHELONG HOSPITAL 8271 LOMANYANENG STREET, LOMANYANENG, MMABATHO	TCC Mahikeng
TCC Job Shimankane			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Job Shimankane	100 NELSON MANDELA STREET, RUSTENBURG	TCC Job Shimankane
TCC Dora Nginza			

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

	Diginet VPN access incl last mile and port - 1024Kbps - TCC Dora Nginza	GROUND UNIT 1 DORA NGINZA HOSPITAL, 3 SPONDO ST, ZWIDE PORT ELIZABETH	TCC Dora Nginza
TCC Mankweng			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Mankweng	MANKWENG HOSPITAL, 920 MANKWENG UNIT A STREET, SOVENGA	TCC Mankweng
TCC Phoenix			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Phoenix	MAHATMA GHANDI MEMORIAL HOSPITAL, 100 PHOENIX HIGHWAY, UNIT 2, PHOENIX	TCC Phoenix
TCC Khayelitsha			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Khayelitsha	1 BONGA DRIVE, KHAYELITSHA SITE B, KHAYELITSHA	TCC Khayelisha
TCC Bizana			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Bizana	700 BIZANA ROAD, BIZANA, BIZANA	TCC Bizana
TCC Empangeni			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Empangeni	1241 THANDUYISE DRIVE, NGWELEZANA AREA X A, NGWELEZANA	TCC Empangeni
TCC Evander			
	Diginet VPN access incl last mile and port - 1024Kbps - TCC Evander	UNIT 1 EVANDER HOSPITAL 21 LAUSANNE ST EVANDER X1 EVANDER	TCC Evander

SUMMARY OF THE CURRENT UNIFIED COMMUNICATION ARCHITECTURE

- Large sites Fibre 10Mb lines x 4
- Medium Sites: 2Mb DigiConnect lines x14
- Small Site: 1Mb DigiConnect Lines x 51
- 4Mbps Wireless link x1
- Analogue line x1
- Total of lines 71

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

ANNEXURE C

3. LEGACY TELECOMS

The table below consists of NPA offices where the analogue technology still exists. This must be gradually migrated to the Unified Communication platforms or related technologies. The migration of these lines will be costed separately.

Name	Analogue Trunk	Basic Rate	MSN Numbers	Primary	Telkom System	Standalone	ADSL
Dial-Up Solution NPA – Alice	1					1	
Dial-Up Solution NPA – Vrendendal	1					1	
Dial-Up Solution NPA – Prieska	1					1	
Dial-Up Solution NPA – Upington	1					1	
Dial-Up Solution NPA – Boshof	1					1	
Dial-Up Solution NPA – Madikwe	1					1	
Dial-Up Solution NPA – Harding	1					1	
NPA CP Graaf-Reinett	1						1
NPA CP: Witbank	1						
NPA CP: Cradock		2			1		1
NPA CP: Bellville	2					2	
NPA CP: Vryheid	1					1	
NPA CP: Louis Trichardt / Makhado					1		1
NPA VGM Head Office Building (Pretoria)	3	2	2	5			1
NPA VGM Head Office Building (Pretoria) TOLL FREE NUMBER	2						
NPA – Mamelodi TCC	2				1		1
NPA –East London TCC	1					1	
NPA – Kopano Hospital / Welkom TCC	3					1	
NPA – Kopanong Hospital TCC	2					1	
NPA - Springbok TCC	2					1	
NPA – Tshepong Hospital TCC	2					1	

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

Name	Analogue Trunk	Basic Rate	MSN Numbers	Primary	Telkom System	Standalone	ADSL
NPA - Thsilidzini Hospital TCC	1					1	
NPA - Lenasia TCC	2					1	
NPA - Nkhensani TCC	2					1	
NPA - Tayler Bequest TCC	2					1	
NPA - Phekolong TCC	2					1	
NPA - Metsimaholo TCC	2					1	
TOTAL	48	12	2	5	6	27	7

4. LEGACY TELECOMS SITE LOCATION

BILL ACCOUNT NAME	SERVICE NO	SERVICE DESCRIPTION	STREET NAME	STREET NO	CITY NAME
NPA (CHIEF PROSECUTOR: BELLVILLE REGION)	0224873228	Main Component - PSTN	Piet Retief St	1	Malmesbury
NPA (CHIEF PROSECUTOR: BELLVILLE REGION)	0224873229	Main Component - PSTN	Piet Retief St	1	Malmesbury
NPA (DIAL-UP SOLUTION VREDENDAL)	0272133448	Main Component - PSTN	Voortrekker St	23	Vredendal
NPA TCC SPRINGBOK	0277121551	Main Component - PSTN	Hospital St	11	Springbok
NPA TCC SPRINGBOK	0277121560	Main Component - PSTN	Hospitaal St	11	Springbok
NPA (CONTROL PROSECUTOR: VRYHEID)	0349833801	Main Component - PSTN	Landdrost St	122	Vryheid
NPA (DIAL-UP SOLUTION HARDING)	0394332482	Main Component - PSTN	Murchison St	12	Harding
NPA - PHEKOLONG TCC	0583033523	Main Component - PSTN	Riemland Rd	2117	Bethlehem
NPA - PHEKOLONG TCC	0583043023	Main Component - PSTN	Riemland Rd	2117	Bethlehem

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Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide Unified Communication services to the NPA for a period of five (5) years	

BILL ACCOUNT NAME	SERVICE NO	SERVICE DESCRIPTION	STREET NAME	STREET NO	CITY NAME
NPA - TAYLER BEQUEST TCC	0397373186	Main Component - PSTN	Main St	31	Matatiele
NPA - TAYLER BEQUEST TCC	0397373916	Main Component - PSTN	Main St	31	Matatiele
NPA THUTHUZELA CARE CENTRE MAMELODI	0128012134	Main Component - Fixed Line Look-Alike	Stand Rd	19472	Mamelodi
NPA THUTHUZELA CARE CENTRE MAMELODI	0128014504	Main Component - Fixed Line Look-Alike	Stand Rd	19472	Mamelodi
NPA: COURT CENTRE KABOKWENI	0137961698	Main Component - PSTN	Kabokweni A Rd	1960	Kabokweni
NPA (CHIEF PROSECUTOR: MODIMOLLE MOKERONG)	0154832694	Main Component - ECDSL	Unit P, West Rd	20	Thohoyandou
NPA (DIAL-UP SOLUTION MADIKWE)	0145532034	Main Component - PSTN	Mogokare St	955	Madikwe
NPA TCC KOPANO HOSPITAL WELKOM	0573554106	Main Component - PSTN	Mothusi Rd	8219	Welkom
NPA TCC KOPANO HOSPITAL WELKOM	0573554109	Main Component - PSTN	Mothusi Rd	8219	Welkom
NPA NKHENSANI TCC	0158120227	Main Component - Fixed Line Look-Alike	Giy_A_56 St	570	Giyane
NPA NKHENSANI TCC	0158120233	Main Component - Fixed Line Look-Alike	Giy_A_56 St	570	Giyane
NPA (CHIEF PROSECUTOR GRAAF-REINETT OFFICE)	0498910150	Main Component - ECDSL	Middel St	4	Graaff Reinet
NPA (CHIEF PROSECUTOR GRAAF-REINETT OFFICE)	0498923258	Main Component - PSTN	Kerk St	26	Graaff Reinet
NPA TCC TSHEPONG HOSPITAL	0514302232	Main Component - PSTN	Roth Av	3	Bloemfontein
NPA TCC TSHEPONG HOSPITAL	0514486032	Main Component - PSTN	Roth Av	3	Bloemfontein
NPA LENASIA TCC	0112110632	Main Component - PSTN	Cosmo St	44	Johannesburg
NPA LENASIA TCC	0112112093	Main Component - PSTN	Cosmo St	44	Johannesburg
DIAL-UP SOLUTION NATIONAL PROSECUTING AUTHORITY	0406532745	Main Component - PSTN	Long Market St	496	Alice

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BILL ACCOUNT NAME	SERVICE NO	SERVICE DESCRIPTION	STREET NAME	STREET NO	CITY NAME
NPA METSIMAHOLO TCV	0169731679	Main Component - PSTN	Langenhoven St	8	Sasolburg
NPA METSIMAHOLO TCV	0169733997	Main Component - PSTN	Langenhoven St	8	Sasolburg
NPA TCC KOPANONG HOSPITAL	0164285625	Main Component - PSTN	Casino Rd	2	Vereeniging
NPA TCC KOPANONG HOSPITAL	0164285959	Main Component - PSTN	Cassino Rd	2	Vereeniging
DIAL-UP SOLUTION NATIONAL PROSECUTING AUTHORITY - UPINGTON	0543312040	Main Component - PSTN	Weideman St	1	Upington
DIAL-UP SOLUTION NPA – PRIESKA	0533531510	Main Component - PSTN	Arbeck St	24	Prieska
DIAL-UP SOLUTION NPA (BOSHOF)	0535410764	Main Component - PSTN	Van Zyl St	4	Boshof
NPA (CHIEF PROSECUTOR: ATHLONE CAPE TOWN)	0219480861	Main Component - PSTN	Mike Pienaar Blvd.	7973	Bellville
NPA (CHIEF PROSECUTOR: LOUIS TRICHARDT)	0155165241	Main Component - ECDSL	Munnik St	1\60	Louis Trichardt
NPA (CHIEF PROSECUTOR: WITBANK)	0132430800	Main Component - ECDSL	Eksteen St	2	Middelburg (Mpumalanga)
NPA TCC TSHILIDZINI HOSPITAL	0159643257	Main Component - PSTN	Punda Maria/R524 Rd	3	Shayandima
NPA (HEAD OFFICE: PRETORIA)	0128041210	Main Component - ECDSL	Westlake Av	158	Weavind Park
NPA (HEAD OFFICE: PRETORIA)	0128041960	Main Component - ECDSL	Westlake Av	158	Weavind Park
NPA (CHIEF PROSECUTORS OFFICE: CRADOCK)	0488813321	Main Component - ECDSL	Frere St	50	Cradock
NPA (CHIEF PROSECUTORS OFFICE ADELAIDE)	0466840435	Main Component – ISDN 2/2A	Church St	49a	Adelaide
TOLL FREE NUMBER	0800611283	Main Component - ECDSL	Westlake Av	158	Weavind Park
TOLL FREE NUMBER	0800672467	Main Component - ECDSL	Westlake Av	158	Weavind Park

Bid No: NPA 24-21/22	National Prosecuting Authority
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Bid Description: Appointment of a service provider to provide a unified communication services to the NPA for a period of five (5) years	

SUMMARY OF CURRENT TELKOM INFRASTRUCTURE

- PSTN lines x 30
- ISDN 2/2A lines x 1
- ECDSL lines x 2
- Fixed line look-Alike x 4

NPA MITEL ASSET INVENTORY

Inventory Summary	Total Summary
Unified Communication Total Users	2694
Old analogue single lines Basic-rate, ADSL	67
Total lines (Diginet / Fibre)	65
Fibre and Wireless	4
Unified Communication Mitel Standard licenses	1089
Unified Communication Mitel Enterprise licenses	3540
MITEL 5312e IP Phone	4161
MITEL 5320e IP Phone	196
MITEL 5340e IP Phone	113
MITEL Mivoice business Switchboard System (Must be compatible with the latest Jaws application) Mitel reception soft console. Mivoice business console + headsets	18
MITEL Conference Phones – UC360 (36 Audio only and 36 video enabled,)	72
Controllers	
CX3300	13
MXe	11
ATA187-I1-A for fax purposes on the LAN infrastructure	30
Mitel border gateway (MBG) –Authentication server for external connections. (Mini server) – Located at VGM	1
MiCollab – HP DL380. User provisioning and Unified Communication functionality. Located at VGM	1
Software version 7.2 (Firmware relates to the Software)	All controllers

Bid No: NPA 24-21/22	National Prosecuting Authority
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Bid Description: Appointment of a service provider to provide a unified communication services to the NPA for a period of five (5) years.	

5. SERVICE BREAKDOWN STRUCTURE (SBS)

5.1 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	Normal	8h x 5d, 08h00 – 17h00
2.	Incident Response	Normal	Maximum 2 hours
3.	Incident Restore	Normal	Maximum 4 hours
4.	Service Availability	High	99% Availability

5.2 The successful bidder must respond to any hardware or software faults during office hours (08h00 until 17h00) and/or after hours on arrangement.

5.3 Provide Maintenance and support for a period of five (5) years

5.4 Five (5) years maintenance on hardware & software including patches/upgrades.

5.5 Preventative and Corrective maintenance conditions can be performed after hours on arrangement.

5.6 Repair and replacement of faulty hardware can be performed after hours on arrangement.

5.7 Perform all obligations detailed herein without any interruption to the Customer.

6. PERFORMANCE REPORTING

6.1 Provide weekly service metric and monthly SLA reporting.

6.2 Bidder must supply a project plan outlining the estimated time lines to provide the full-required solution.

6.3 Project Management service is required to effectively co-ordinate and ensure timely implementation of the solution and customer expectations are met. This may include collaborative work with NPA and other external service providers.

7. CERTIFICATION AND EXPERTISE

7.1 The bidder shall have the necessary expertise, relevant experience and ability to undertake the work required in terms of the scope of work or service definition.

7.2 Bidder must ensure that a technical resource who is certified by Original Equipment Manufacturer performs work or service.

8. SKILLS TRANSFER & USER TRAINING

8.1 The service provider shall provide user training and skill transfer to ICT personnel on the Unified Communication solution.

Bidder's Initial/Signature: _____

Bid No: NPA 24-21/22	National Prosecuting Authority
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9. PERFORMANCE METRICS

The bidder's performance will be measured as follows:

METRIC	DEFINITION
1. Service Availability	<ul style="list-style-type: none"> 98% Availability of the entire Unified Communication solution Rate of incident resolution. MTTR Number of discarded/abandoned calls 98% Uptime and availability of session board and/or system controllers Timeous proactive monitoring 98% usage and performance
2. Scalability	<ul style="list-style-type: none"> Capacity of new installations Success rates of upgrades Patch/update Software Assurance management
3. Hosting	<ul style="list-style-type: none"> Number of downtimes Number of operational outages/incidents Number of system failures
4. Version	<ul style="list-style-type: none"> Compliance with OS releases, firmware patches, updates etc. Recent licenses. Presented as <i>n</i>
5. Compliance	<ul style="list-style-type: none"> 100% compliance to internal operational standards NPA User Acceptance Policy compliance or non-conformance Industry best practise
6. Maintenance	<ul style="list-style-type: none"> Scheduled proactive maintenance plans Corrective and 'break-fix' maintenance Upgrades and timeous firmware releases First line support of on-site engineer Response MTTR repair/resolve

Bidder's Initial/Signature: _____

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide a unified communication services to the NPA for a period of five (5) years	

SECTION 12

PRICING SCHEDULE- (FIXED PRICES)

Name of Bidder:	Bid Number:.....
Closing Time:.....	Closing Date:.....

1. Conditions applicable to the bidders pricing:

- 1.1 Only the total bid amount for a period of five (5) years indicated on the pricing schedule “**summary of cost**” will be utilized in calculating the points for price. NB if there are any **discrepancies in the pricing proposal, the NPA may reject the bid based on the discrepancy.**
- 1.2 Bidders are required to indicate a total bid price based on the **total cost** for completion of the contract,
- 1.3 Rates must be quoted in South African Rands and must be inclusive of all expenses and all applicable taxes.
- 1.4 Prices are to remain fixed and valid for the period of five (5) years. Non-fixed prices will not be considered.
- 1.5 The bidders must complete the pricing schedule **using numeric values** (inclusive of any escalation and/or all costs deemed necessary as no additional costs will be admitted later except on non-imported items).

NOTE: Bidders are required to complete schedule 1,2 and 3 in full. Failure to complete the pricing schedule in full will result in disqualification.

Declaration

I/We have examined the information and conditions provided in pricing schedule. I/We confirm that the prices quoted in this bid are fixed and valid for the stipulated period.

Signature of bidder:

Date:

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide a unified communication services to the NPA for a period of five (5) years	

SCHEDULE 1: MAINTENANCE, LICENSE AND SUPPORT

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Maintenance and support of the hardware inclusive of warranty					
Maintenance, license and support of the software					
On-site resource (one)					
TOTAL COSTS PER YEAR					
TOTAL SCHEDULE 1					

NB: Bidders are expected to complete the pricing schedule in full, indicating costing per year over a period of five (5) years. Failure to complete the table in full will result in disqualification of the bid.

Bid No: NPA 24-21/22	National Prosecuting Authority
Prepared By: Supply Chain Management Unit	
Bid Description: Appointment of a service provider to provide a unified communication services to the NPA for a period of five (5) years.	

SCHEDULE 2: INSTALLATION AND RENTAL

Current Product or proposed equivalent	Qty	Installation Fee	Rental fee per line									
			Year 1		Year 2		Year 3		Year 4		Year 5	
			Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
Large sites Fibre 10Mb lines	4											
Medium Sites: 2Mb DigiConnect lines	14											
Small Site: 1Mb DigiConnect Lines	51											
4Mbps Wireless link	1											
Analogue line	1											
ECDSL lines	2											
PSTN lines	30											
ISDN 2/2A lines	1											
Fixed line look-Alike	4											
Total installation and Rental												
ESTIMATED TOTAL COST SCHEDULE 2												

NOTE: Bidders are expected to provide connectivity for the full duration of the contract including ad-hoc request (as and when).

Bidder's Initial/Signature: _____

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SCHEDULE 3: TOTAL CALL COSTS

Network	Description	Usage in minutes per	Per minute	Total cost per month
Telkom mobile	Mobile	11987		
Cell C	Mobile	33667		
Vodacom	Mobile	182490		
MTN	Mobile	125281		
Local	LOCAL	5095		
National	NATIONAL	45600		
Special Services	Service: (i.e. 0800 numbers, police number 10111 etc. and Telkom Special prefix.	34077		
VAN (inter branch calls)	Value Added Network (inter branch calls)	7213		
International	International	97.63		
ESTIMATED TOTAL COST PER MONTH				
ESTIMATED TOTAL SCHEDULE 3 = TOTAL OVER 60 MONTHS INCLUSIVE OF VAT				

Note:

- **Special Services Numbers** – these are non-geographic numbers like ‘08’ numbers, other than mobile or ‘087’. These are ‘special’ numbers and would include Share call, toll free and special services numbers. There are various call rates, depending on the actual number type dialled. E.g. 0860, 08626, 1023, etc.
- **Value Added Network (VAN)** — these are all the other voice operators, other than Telkom landline, mobile destinations or special numbers. These also include all the ‘087’ numbers. There are various rates depending on the destination dialled, e.g. Liquid, Vox, Mweb, Bitco etc.

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SCHEDULE 4: BILL OF MATERIALS (BOM)

Suppliers must provide an inventory Bill of Materials (BOM) that must include but not limited to the following list.

PRODUCT NO:	DESCRIPTION	QUANTITY	COST
MITEL COMMUNICATIONS DIRECTOR HARDWARE			
50006729	3300 CX II w/ 1GB RAM Controller	1	
50006266	3300 CX(i) II Controller SATA SSD	1	
50006731	3300 Mx III w/ 1GB RAM Controller	1	
50006268	3300 Mx III Controller SATA SSD	1	
52002581	3300 Mx III Expansion Kit	1	
50005751	DSP II MMC	1	
50005160	T1/E1 Combo MMC II	1	
50003560	DUAL T1/E1 TRUNK MMC	1	
50004070	Quad BRI MMC	1	
MITEL COMMUNICATIONS DIRECTOR SOFTWARE			
54004973	MiVoice Business Enterprise S/W for 3300	1	
54000650	MiVoice Business G.729 License 8channels	1	
OPERATORS CONSOLE			
52002842	MiVoice Business Console Bundle	1	
IP DESKTOP			
50005847	5312 IP Phone	1	
50006634	5320e IP Phone	1	
50006478	5340 IP Phone	1	
52002842	5550 IP Concole MiVoice Business Concole	1	
50006767	6920 IP Phone	1	
50006769	6930 IP Phone	1	
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	1	

Bidder's Initial/Signature: _____

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CONFERENCING			
50006580	MiV Conference Phone (UC360 Collab Pt InRm)	1	
50006591	MiV Video Phone (UC360 Collab Pt Ext)	1	
51301282	Multi-Port GigE PoE Switch	1	
MITEL APPLICATIONS			
54005339	MiVoice Border Gateway Virtual	1	
54005442	MiCollab Virtual Appliance	1	
54006542	UCCv4.0 STND User for MiVoice Bus x1	1	
54006543	UCCv4.0 STND User for MiVoice Bus x50	1	
54008780	MiTeam Uplift – MiVB	1	
SOFTWARE ASSURANCE AND SUPPORT			
54007891	SWA Std 5y MiVBus System	1	
54008382	SWA Std 5y UCC Std MiVB	1	
54007981	SWA Std 5y MiV BG System	1	
54008298	SWA Std 5y MiCollab System	1	
54007430	MiTeam Subscription	1	
	Provision of TMS Hosted (Per user)	1	
CONNECTIVITY INSTALLATION			
	Large Site Fibre	1	
	Medium site	1	
	Small site	1	
	Wireless	1	
	ADSL	1	
	ATA (analogue telephone adaptor)	1	

Bidder's Initial/Signature: _____

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SCHEDULE 4: AFTER HOURS AND AD-HOC SERVICE			
Travel	Air travel (Local trips) per return flight	1	
Travel	Accommodation (per resource per night)	1	
Travel	Road travel per kilometre	1	
Labour	Project management -rate per hour	1	
Labour	Resource -rate per hour	1	

NB: In instances where items listed on the Bill of Material (BOM) have reached end of life or cannot be supported, the bidder must provide an alternative replacement product similar or equivalent in order to ensure a sustainable maintenance service for a period of 5 years.

SCHEDULE 5: SUMMARY OF COST:

Bidders must indicate the total price of each Schedule and the total cost of the bid.

SCHEDULE	DESCRIPTION	TOTAL PRICE FOR 5 YEARS (VAT INCLUSIVE)
Schedule 1	Maintenance, license and support	
Schedule 2	Installation and rental	
Schedule 3	Total call costs	
ESTIMATED TOTAL COST		

Bidder's Initial/Signature: _____

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SECTION 13

Annexure B: Bidder's Experience

NAME OF BIDDER:

BID NO.: **NPA 24-21/22**

[Note to the Bidder: The bidder must complete the information set out below in response to the requirements stated in section 3, paragraph 23.2) of this bid document. If the bidder requires more space than the provided below the bidder must prepare a document in same format setting out all the information referred to and return it with the proposal.]

The bidder must provide the following information: (a) Details of the bidder's current and past projects of similar type, size and complexity to the required services set out for this bid

Clients' Name, contact person and contact details	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities

Bidder's Initial/Signature: _____