



## Annexure 1: Bid Specification

RFB No:	RFA 2501-2025
Description	RFA for the design, supply, installation and maintenance of Unified Communication solutions and also to offer Unified Communication services for SITA for a period of five (5) years.
Publication Date	09 June 2025
Non-Compulsory Briefing Session	<b>Date: 17 June 2025</b> <b>Time: 11:00 am to 12:00 pm</b> <b>Place: Virtual Microsoft Teams (<a href="#">Join the meeting now</a>)</b>
Closing Date for questions / queries	26 June 2025
Bid Response Submission Address	Tender Office 459 Tsitsa Street, Erasmuskloof, Pretoria, 0105
RFB Closing Details and Time	<b>Date:</b> 03 July 2025 <b>Time:</b> 11:00 (South African Time)
RFB Validity Period	200 Days from the Closing Date

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## 1. Introduction

### 1.1 Purpose

The purpose of this **Request for Accreditation (RFA)** is to invite suppliers (hereinafter referred to as “bidders”) to submit bids to be accredited as a panel of service providers for the design, supply, installation, support and maintenance of Unified Communication (UC) & Collaboration solutions and professional services for SITA and its clients for a period of five (05) years.

### 1.2 Background

The purpose of the RFA is to ensure continuity of service, and to improve the engagement model by appointing a panel of service providers. As part of the deliverables, the RFA must ensure that the SITA Act and National Treasury Regulations are followed by requiring that all equipment and services be SITA-certified. Master contract agreements will be signed with successful bidders to establish the panel of approved service providers.

## 2. Scope of Bid

### 2.1 Scope of Work

The bidder to be accredited as part of the panel of service providers, must provide the **products or services** associated with UC & Collaboration solutions. The scope entails the below, but not limited to the following Product Categories within the UC environment:

#### 2.1.1 Category A: Voice Communication or UCaaS:

- (a) **VoIP and IP Telephony:** Voice services over the internet.
- (b) **PBX and Hosted PBX:** Traditional and cloud-based private branch exchange systems.
- (c) **Unified Communications as a Service (UCaaS):** Cloud-based solutions integrating voice, video, messaging, and collaboration tools.
- (d) **Mobile UC:** Extends UC capabilities to mobile devices and supports BYOD (Bring Your Own Device).
- (e) **Security and Compliance:** Ensures encryption and adherence to industry regulations for secure and compliant communication.

This category includes the following infrastructure:

- (1) Stand-alone and Hosted PBX Platforms.
- (2) IP Phones.
- (3) Headsets.
- (4) Licenses.
- (5) Session Border Controllers.
- (6) Voice Gateways.
- (7) SIP Trunk Solution.
- (8) Telephone Management System (TMS).
- (9) Direct Routing.
- (10) VOIP Monitoring Tools.

### 2.1.2 Category B: Contact Centre and Recording solutions:

- (a) Includes omni-channel contact centres, automatic call distribution (ACD), Recording Solutions and interactive voice response (IVR) systems.
- (b) Contact Centre and Recording licences.

### 2.1.3 Category C - Video Communication:

- (a) Includes small scale video conferencing, web conferencing, and telepresence systems limited to standalone and mobile devices.
- (b) The scope of this **Request for Accreditation (RFA)** excludes the following:
  - (i) **Video Endpoints** – Large-room VC systems and solutions.
  - (ii) **Conferencing Systems**– conference systems.
  - (iii) **Conferencing Peripherals** – Integrated video conferencing peripherals.
  - (iv) **Conferencing Infrastructure** – MCUs, gateways, gatekeepers, and firewall traversal solutions.
  - (v) **Display & Imaging** – Projectors, large-format displays, and medical monitors.
  - (vi) **Collaboration & Information Sharing** – Interactive displays, presentation switchers, digital signage, and kiosks.
  - (vii) **Display Wall Solutions** – Video walls, control systems, and modular components.
  - (viii) **Cameras & Visualisers** – Webcams, PTZ VC cameras, and document cameras.
  - (ix) **Video Recording** – VC recorders, media servers.
  - (x) **AV Control & Management** – AV control systems, signal routing, and AV-over-IP solutions.
  - (xi) **Additional AV Components** – Microphones, speakers, mounting hardware, and cabling.
  - (xii) Video Conferencing Professional Services – Needs analysis, installation, training, system management, and maintenance.

### 2.1.4 Category D - Messaging, Collaboration Tools, Presence, Integration Services, and Professional Services:

- (a) **Messaging:** Includes email, instant messaging, and unified messaging.
- (b) **Collaboration Tools:** Features team collaboration platforms, document collaboration tools and licences.
- (c) **Presence:** Provides real-time updates on user availability.
- (d) **Integration Services:** Involves API integration and custom development to connect messaging, collaboration tools, and other business applications.
- (e) **Professional Services:** Includes consulting, implementation, and support services to optimize and integrate unified communications solutions.

## 2.2 Service Requirement Overview

The purpose of this Request for Applications (RFA) is to ensure continuity of service and enhance the engagement model by appointing a panel of service providers.

### (a) Deliverables

- (xiii) The RFA must comply with the SITA Act and National Treasury Regulations, ensuring that all equipment and services are SITA-certified.

- (xiv) Master contract agreements will be established with successful bidders to form the panel of approved service providers.

**(b) Notice of outcome of the RFA process**

- (i) Bidders that are pre-qualified will be informed of the success of their bid to pre-qualify as an accredited service provider for this RFA for Panel of Service providers for the design, supply, installation, support and maintenance of Unified Communications & Collaboration solution and professional services for SITA and its clients for a period of Five (5) years

**(c) Proposed Contracting and Engagement Model**

Following the award, the contract engagement model will proceed as follows:

- (i) Customer User Requirements and Business Case: SITA will prepare a customer user requirement specification and a business case for each customer, adhering to the SITA engagement model.
- (ii) Master Service Agreements: Successful bidders will sign master service agreements, becoming part of the Master Agreement with SITA. The subsequent processes will comply with the established engagement model procedures.

**2.3 Delivery address**

The objective of this bid is to establish a panel of service providers; hence no delivery address is applicable to this phase. Delivery will form part of the subsequent, ad hoc work package phase where the client's requirements and pricing will be considered. Therefore, the goods and services will be supplied at the client's physical locations as defined in the task orders.

**2.4 Customer Infrastructure and Environment**

The contract resulting from this bid will be used to provide services and solutions to SITA and its clients. Each client's infrastructure and environment will be unique, and will only become relevant as part of the work package phase published for specific client requirements.

The current product brands in use are:

- (a) Audio Codes Session Border Controllers
- (b) Avaya
- (c) BroadSoft
- (d) Cisco
- (e) Huawei
- (f) Microsoft
- (g) Mitel
- (h) Oracle ACME Session Border Controllers
- (i) Yealink

**Note:** Bidders are welcome to propose additional products to the above.

### 3. Bid Evaluation Stages

- (a) The bid evaluation process consists of the stages as indicated in the table below.
- (b) A bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 1: Bid Evaluation Stages

Stage	Description	Applicable for this bid YES/NO
Stage 1	Mandatory Administrative Responsiveness	YES
Stage 2	Technical Mandatory Responsiveness	YES
Stage 3	Special Conditions of Contract verification	YES

#### 3.1 Mandatory Administrative responsiveness (Stage 1)

##### 3.1.1 Attendance of briefing session

- (a) A **Non-Compulsory Virtual briefing** session will be held. The bidder must sign the briefing session attendance register using the same information (bidder company name, bidder representative person name and contact details) as submitted in the bidder's response document.
- (b) All bidders are encouraged to attend the virtual briefing session.

##### 3.1.2 Registered Supplier

- (a) Only responses from bidders who are registered as a Supplier on National Treasury's Central Supplier Database (CSD) in terms of National Treasury's Instruction Note 4A of 2016/17 will be considered for award on this RFA.
- (b) In the case of joint ventures or consortiums the bidder must demonstrate that at least one of the parties to the bid response attended the briefing session
- (c) **Bidders need to complete all the SBD documents which need to be submitted as stated in the Invitation to Bid Document.**

##### 3.1.3 Bid Submission Instructions

- (a) **RFA Document and Technical / Functionality Response**  
The following must be included and submitted in an envelope:
  - (i) One (1) original file excluding pricing; **and**
  - (ii) One (1) hard copy excluding pricing; **and**
  - (iii) One (1) electronic copies on USB memory stick/ flash drive in Portable Document Format (PDF) of the RFB Document and Technical / Functionality Response.
- (b) It is the Bidder's responsibility to ensure that the information and contents on the electronic copies is the same as in the hard copies.
- (c) To ensure that the electronic copies are not damaged, the bidder must submit the USB's (memory stick/ flash drive) in a sealed padded envelope and be clearly marked.
- (d) Bidders shall submit Bid responses in accordance with the prescribed manner of submission as specified above. **Failure to comply with the above instructions on submitting a proposal will lead to disqualification.**
- (e) The **RFA Responses** (hard and electronic copies) must be clearly marked as follows: Bidder's Name & Contact Details, **RFA Number**, **RFA Description**, and Closing Date.

- (f) All Bids in this regard shall only be accepted if they have been placed in the tender box before or on the closing date and stipulated time.
- (g) Late bids shall not be considered.
- (h) The Bid response must be signed by an authorised employee, agent or representative of the bidder. The Bid response must bear the initials of the signatory at the bottom of every page as an indication that the bidder has familiarised itself with the terms and conditions of this **RFA** document.
- (i) Faxed or e-mailed bids will not be accepted.
- (j) Bidders shall submit Bid responses in accordance with the prescribed manner of submission as specified in this document. **Failure to comply with the bid submission requirements will lead to disqualification.**
- (k) Bidders are required to submit all returnable documents/information together with their Bids/proposals on or before the closing time and date of the Bids/proposals.
- (l) All services supplied in accordance with the bidder's proposal must be in accordance with all applicable legal requirements in terms of South African law, policies and regulations.

## 3.2 Technical returnable documents

### 3.2.1 Instruction and evaluation criteria

- (a) The bidder must comply with **ALL** the requirements as per the **Technical Mandatory Requirements** below by providing substantiating evidence in the form of documentation or information, failing which it will be regarded as "NOT COMPLY".
- (b) The bidder must provide a unique reference number (e.g. binder/portfolio, chapter, section, page) to locate substantiating evidence in the bid response.
- (c) The bidder must comply with **ALL** the **TECHNICAL MANDATORY REQUIREMENTS** in order for the bid response to proceed to the next stage of the evaluation.

### 3.2.2 Technical mandatory requirements (Stage 2)

#### 3.2.2.1 Technical General Mandatory Requirements

Table 2: Technical General Mandatory Requirements

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Product Offer</b>		
<b>Bidder product offer</b> The bidder must indicate the Unified Communications & Collaboration solution Product Category they wish to respond to as indicated in section 2.1. (a) Category A. <b>and/ or</b> (b) Category B. <b>and/ or</b>	<b>Bidder product offer</b> The bidder must indicate the Unified Communications & Collaboration solution Product Category they wish to respond to by selecting (tick) the Bidder Service(s) Category they wish to respond to in <b>section 4.2.3, table 7</b> . <b>NOTE (1):</b> Indicate (using an "X") the Bidder's Service (s) Category for the service, or services the Bidder wish to respond.	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, section 4.1 (a) and section 4.2.3, table 7</b> >

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
(c) Category C. <b>and/ or</b> (d) Category D.	<b>NOTE (2)</b> If the Bidder did not select/tick any Service, or Services for the Bidder's Service Category it will be regarded that the Bidder do not wish to respond to the respective category and will not be considered for further evaluation for that specific service requirement.	
<b>2. Special Conditions of Contract</b>		
Bidder <b>must</b> accept <b>ALL</b> the Special Conditions of Contract.	The Bidder <b>must</b> accept <b>ALL</b> the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of Compliance and acceptance under the Special Conditions ( <b>Section 3.3.2</b> ). <b>NOTE (1):</b> Failure to accept <b>ALL</b> the Special Conditions of Contract will result in disqualification.	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, section 4.1 (b)&gt;</b>

### 3.2.2.2 Technical Mandatory Bidder Service(s) Category Specific Requirements

#### 3.2.2.2.1. Category A

**Note:** The bidder is required to complete this mandatory section below which the bidder wish to bid for **Service (1)**, **Category A**.

**Table3: Mandatory Requirement for Service (1)**

Service #	Service Name
(1)	<b>Category A:</b> Voice Communication, UCaaS, Mobility, Security, and Compliance

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Certification/ Affiliation Requirements</b>		
The bidder must be accredited with the Original Equipment Manufacturer (OEM)/Original Software Manufacturer (OSM) as a partner or reseller for Voice Communication or UCaaS solution.	Attach to Annexure A, a copy of valid documentation (valid certificate, license, official letter, agreement or declaration) as proof that the bidder is accredited to supply OEM/OSM products for Voice	<provide unique reference to locate substantiating evidence in the bid response – see <b>Annex A, section 4.2.1 (a)&gt;</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<p>Communication or UCaaS solution.</p> <p><b>NOTE (1):</b> SITA reserves the right to verify the information provided.</p>	
<b>2. Bidder Experience and Capability Requirements</b>		
<p>The bidder must have provided projects or services for Voice Communication or UCaaS solution to at least one (1) customer in the past five (5) years from the publication date of this bid.</p>	<p>Provide reference details from at least one (1) customer to whom Voice Communication or UCaaS solution was provided in the past (5) five years from the publication date of this bid, which includes the following:</p> <ul style="list-style-type: none"> <li>(a) Supply,</li> <li>(b) Install</li> <li>(c) Configure,</li> <li>(d) Maintenance,</li> <li>(e) Support</li> </ul> <p><b>NOTE (1)</b></p> <p>The Bidder <b>must provide</b> the following information when completing <b>table7</b>:</p> <ul style="list-style-type: none"> <li>(a) Company name; and</li> <li>(b) Contact person, telephone <b>and/or</b> e-mail address; <b>and</b></li> <li>(c) Project scope of Work; <b>and</b></li> <li>(d) Project start and End date.</li> </ul> <p><b>NOTE (2):</b> Failure to complete <b>Table 7</b> fully will result in disqualification.</p> <p><b>NOTE (3):</b> SITA reserves the right to verify information provided.</p> <p><b>Note:</b> Reference letters are not required.</p>	<p>&lt;provide unique reference to locate substantiating evidence in the bid response – <b>see Annex A, 4.2.2 (a)</b>&gt;</p>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)

### 3.2.2.2.2 Category B

**Note:** The bidder is required to comply with the mandatory section below which the bidder wish to bid for: **Service (2), Category B.**

**Table4: Mandatory Requirement for Service (2)**

Service #	Service Name
(2)	<b>Category B: Contact Centre and Recording solutions</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Certification/ Affiliation Requirements</b>		
The bidder must be accredited with the OEM/OSM as a partner or reseller for the Contact Centre and Recording solution.	<p>Attach to Annexure A, a copy of valid documentation (valid certificate, license, official letter, agreement or declaration) as proof that the bidder is accredited to supply OEM/OSM products for Contact Centre and Recording solution.</p> <p><b>NOTE (1):</b> SITA reserves the right to verify information provided.</p>	<provide unique reference to locate substantiating evidence in the bid response – <b>see Annex A, section 4.2.1 (b)&gt;</b>
<b>2. Bidder Experience and Capability Requirements</b>		
The bidder must have provided projects or services for Contact Centre or Recording solution from at least one (1) customer in the past five (5) years from the publication date of this bid.	<p>Provide reference details from at least one (1) customer to whom Contact Center or Recording solution was provided in the past (5) five years from the publication date of this bid which includes the following:</p> <ul style="list-style-type: none"> <li>(a) Supply,</li> <li>(b) Install</li> <li>(c) Configure,</li> <li>(d) Maintenance,</li> </ul>	<provide unique reference to locate substantiating evidence in the bid response – <b>see Annex A, 4.2.2 (b)&gt;</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<p>(e) Support</p> <p><b>NOTE (1)</b></p> <p>The Bidder <b>must provide</b> the following information when completing <b>table7</b>:</p> <p>(a) Company name; and</p> <p>(b) Contact person, telephone <b>and/or</b> e-mail address; <b>and</b></p> <p>(c) Project scope of Work; <b>and</b></p> <p>(d) Project start and End date.</p> <p><b>NOTE (2):</b></p> <p>Failure to complete Table 7 fully will result in disqualification.</p> <p><b>NOTE (3):</b></p> <p>SITA reserves the right to verify information provided.</p>	

### 3.2.2.2.3 Category C

**Note:** The bidder is required to comply with this mandatory section below which the bidder wish to bid for **Service (3), Category C**.

Table5: Mandatory Requirement for Service (3)

Service #	Service Name
(3)	<b>Category C: Video Communication</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Certification/ Affiliation Requirements</b>		
The bidder must be accredited with the Original Equipment Manufacturer (OEM)/Original Software Manufacturer (OSM) as a	Attach to Annexure A, a copy of valid documentation (valid certificate, license, official letter, agreement or declaration) as	<provide unique reference to locate substantiating evidence in the bid

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
partner or reseller for Video communication.	<p>proof that the bidder is accredited to supply OEM/OSM products forVideo Communication solutions.</p> <p><b>NOTE (1):</b> SITA reserves the right to verify the information provided.</p>	response – <b>see Annex A, section 4.2.1 (c) &gt;</b>
<b>2. Bidder Experience and Capability Requirements</b>		
The bidder must have provided projects or services for Video Communication from at least one (1) customer in the past five (5) years from the publication date of this bid.	<p>Provide reference details from at least one (1) customer to whom Video Communication solution was provided in the past (5) five years from the publication date of this bid, which includes the following:</p> <ul style="list-style-type: none"> <li>(a) a) Supply,</li> <li>(b) b) Install</li> <li>(c) c) Configure,</li> <li>(d) d) Maintenance,</li> <li>(e) e) Support</li> </ul> <p><b>NOTE (1)</b> The Bidder must provide the following information when completing table7:</p> <ul style="list-style-type: none"> <li>(a) Company name; and</li> <li>(b) Contact person, telephone and/or e-mail address; and</li> <li>(c) Project scope of Work; and</li> <li>(d) Project start and End date.</li> </ul> <p><b>NOTE (2):</b> Failure to complete Table 7fully will result in disqualification.</p>	<provide unique reference to locate substantiating evidence in the bid response – <b>see Annex A, 4.2.2 (c)&gt;</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
	<b>NOTE (3):</b> SITA reserves the right to verify information provided.	

#### 3.2.2.2.4 Category D

**Note:** The bidder is required to comply with this mandatory section below which the bidder wish to bid for **Service (4), Category D.**

**Table 6: Mandatory Requirement for Service (4)**

Service #	Service Name
(4)	<b>Category D:</b> Messaging, Collaboration Tools, Presence, Integration Services, and Professional Services

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<b>1. Bidder Certification/ Affiliation Requirements</b>		
The bidder must be accredited with the Original Equipment Manufacturer (OEM)/Original Software Manufacturer (OSM) as a partner or reseller for Messaging or Collaboration Tools or Presence.	Attach to Annexure A, a copy of valid documentation (valid certificate, license, official letter, agreement or declaration) as proof that the bidder is accredited to supply OEM/OSM products for messaging or collaboration tools or presence.  <b>NOTE (1):</b> SITA reserves the right to verify the information provided.	<provide unique reference to locate substantiating evidence in the bid response – <b>see Annex A, section 4.2.1 (d) &gt;</b>
<b>2. Bidder Experience and Capability Requirements</b>		
The bidder must have provided projects or services for Messaging or Collaboration tools or Integration Services or Professional Services for at least one (1) customer in the past	Provide reference details from at least one (1) customer to whom Messaging or Collaboration tools or Integration Services or	<provide unique reference to locate substantiating evidence in the bid response – <b>see</b>

Mandatory Requirements	Substantiating evidence of compliance (used to evaluate bid)	Evidence reference (to be completed by bidder)
<p>five (5) years from the publication date of this bid.</p>	<p>Professional Services was provided in the past (5) five years from the publication date of this bid.</p> <p><b>NOTE (1)</b> The Bidder must provide the following information when completing table7:</p> <ul style="list-style-type: none"> <li>(a) Company name; and</li> <li>(b) Contact person, telephone and/or e-mail address; and</li> <li>(c) c)Project scope of Work; and</li> <li>(d) d)Project start and End date.</li> </ul> <p><b>NOTE (2):</b> Failure to complete Table 7 fully will result in disqualification.</p> <p><b>NOTE (3):</b>  SITA reserves the right to verify information provided.</p>	<p><b>Annex A, 4.2.2 (d)&gt;</b>,</p>

### 3.3 Special Conditions of Contract Verification (Stage 3)

- (a) The successful supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the successful Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (b) SITA reserves the right to:
  - (i) Negotiate the conditions; or
  - (ii) Automatically disqualify a bidder for not accepting these conditions;
  - (iii) Award to multiple bidders; or
  - (iv) Reserve the right to award.
- (c) In the event that the bidder qualifies the proposal with own conditions and does not specifically withdraw such own conditions when called upon to do so, SITA will invoke the rights reserved in accordance with subsection 3.3 (b) above.

### 3.3.1 Special Conditions of Contract

#### 3.3.1.1 Contracting Conditions

- (a) **Formal Contract** - The supplier must enter into a formal written contract (agreement) with SITA.
- (b) **Right to Audit** - SITA reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct a financial audit or probity to ascertain whether a qualifying bidder has the financial wherewithal or technical capability to provide the goods and services as required by this tender.

#### 3.3.1.2 Governance

- a) The service provider accepts to comply with all SITA's governance requirements as well as participate in governance activities and bodies as required, and the cost thereof is inclusive in the quoted price.
- b) The service provider accepts to participate in any and all audits and investigations, including data audits, and resolve any finding(s) related to the Contractor's scope of work as contracted, and the cost thereof is inclusive in the quoted price.

#### 3.3.1.3 Compliance

If the service provider disregards or breaches contractual obligations, it may result in the termination of the contract.

#### 3.3.1.4 Quality Assurance

The service provider accepts that any deliverables produced in terms of the contract must be subjected to quality assurance and control as well as acceptance sign off by SITA.

#### 3.3.1.5 Delivery Address

- (a) The supplier must deliver the required products or services at as indicated in Section 2.2, Delivery Address.

#### 3.3.1.6 Services and Performance Metrics

- (a) To be confirmed at engagement level.

#### 3.3.1.7 Supplier Performance Reporting

- (a) To be confirmed at engagement level.

#### 3.3.1.8 Certification, Expertise and Qualification

- (a) The Supplier represents that,
  - (i) it has the necessary expertise, skill, qualifications and ability to undertake the work required in terms of the Statement of Work or Service Definition and;
  - (ii) it is committed to provide the Products or Services; and
  - (iii) Perform all obligations detailed herein without any interruption to the Customer.
- (b) The Supplier must provide the service in a good and workmanlike manner and in accordance with the SITA Internal Audit and Risks methodology as well as standards and practices prescript by relevant professional bodies.
- (c) The Supplier must perform the Services in the most cost-effective manner consistent with the level of quality and performance as defined in Statement of Work or Service Definition.

#### 3.3.1.9 Logistical Conditions

- (a) **Hours of work:** SITA normal business hours
- (b) **Client environment:** In the event that SITA grants the Supplier permission to access SITA's Environment including hardware, software, internet facilities, data, telecommunication facilities and/or network facilities remotely, the Supplier must adhere to SITA's relevant policies and procedures (which policy and procedures are available to the Supplier on request) or in the absence of such policy and procedures, in terms of, best industry practice.
- (c) **Tools of Trade.** The bidder is expected to use its own resources (cell phone, laptops etc) to communicate with its own offices or outside of the SITA/Client buildings, including all tools and equipment to render the services effectively.

#### 3.3.1.10 Regulatory, Quality and Standards

- (a) To be confirmed at engagement level.

#### 3.3.1.11 Personnel Security Clearance

- (a) The bidder personnel who are required to work with information related to NATIONAL SECURITY must have a valid South African security clearance or **must apply** within **30 days** of the signed contract for a security clearance to the level of **TOP SECRET** at the expense of the Bidder from the South African State Security Agency or duly authorised Personnel Security Vetting entity of SA Government.
- (b) The Bidder must ensure that the security clearances of all personnel involved in the Contract remains valid for the period of the contract.
- (c) **Internal SITA vetting will be conducted on all Bidder personnel who are required to work with information relating to National Security.**

#### 3.3.1.12 Confidentiality and non -disclosure conditions

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

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

### **3.3.1.13 Intellectual Property Rights**

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

- (b) If so required by SITA, the Supplier must certify in writing to SITA that it has either returned all SITA Intellectual Property to SITA or destroyed or deleted all other SITA Intellectual Property in its possession or under its control
- (c) SITA, at all times, owns all Intellectual Property Rights in and to all Bespoke Intellectual Property.
- (d) Save for the license granted in terms of this Contract, the Supplier retains all Intellectual Property Rights in and to the Supplier's pre-existing Intellectual Property that is used or supplied in connection with the Products or Services

#### **3.3.1.14 General**

- (a) The supplier will be bound by Government Procurement: General Conditions of Contract.
- (b) (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SITA reserves the right to include or waive the condition in the signed contract.
- (c) SITA reserves the right to:
  - (i) Negotiate the conditions, or
  - (ii) Automatically disqualify a bidder for not accepting these conditions, or
  - (iii) Before entering into a contract, conduct or commission an external service provider to audit or conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

#### **3.3.1.15 Counter Conditions**

- (a) Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

#### **3.3.1.16 Fronting**

- (a) The SITA supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the SITA will not condone any form of fronting.
- (b) The SITA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies SITA may have against the bidder/contractor concerned.

#### **3.3.1.17 Supplier Due Diligence**

- (a) SITA reserves the right to conduct supplier due diligence prior to final award or at any time during the Contract period and this may include pre-announced / non-announced site visits. During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof may disqualify the bid or Contract in whole or parts thereof.

#### 3.3.1.18 Business Continuity and Disaster Recovery Plans

- (a) The bidder confirms that they have written business continuity and disaster recovery plans that define the roles, responsibilities and procedures necessary to ensure that the required services under this bid specification is in place and will be maintained continuously in the event of a disruption to the bidder's operations, regardless of the cause of the disruption.

#### 3.3.1.19 Engagement Model (Rules of Engagement)

- (a) Reference Engagement model document will be made available during the engagement process to successful bidders which is Accredited for this RFA;
- (b) A Memorandum of Understanding (MoU) will be signed with successful bidders to be placed on the Master Service Agreement (MSA) with SITA that will thereafter follow due process in terms of the engagement model;
- (c) The **engagement process** could entail direct sourcing, competitive quotations and/ or rotation of suppliers depending on ranking through the Acquisition process;
- (d) SITA reserves the right to **refresh/ review/ onboard** the panel of providers at any given point to allow the inclusion of more service providers and relevant cloud offerings, unless there are insufficient coverage or brands;
- (e) Specific requirements will be provided during the engagement process;
- (f) SITA reserve a right to include a **Rate Card** in the future which will include but not limited to the following:
  - (i) Bidders to indicate their best price at the time of engagement, however not exceeding the maximum rate indicated in the Rate Card when introduced; and
  - (ii) Bidders which exceed their tendered maximum rate indicated in the Rate Card will be disqualified during the engagement process.
- (g) Specific Preference Goal Requirements will be provided during the engagement process in line with the SITA Preferential Procurement Policy.

#### 3.3.1.20 Preference Goal Requirements conditions

The following **Preference Goal Conditions will apply** for transactions during the **engagement process**, however is **not limited to** these conditions. The specific details will be provided during the engagement process:

- (a) The Bidder's commitment for the **Preference Goal Requirements in this tender will be legally binding** and the Bidder must perform against their commitment for the duration of the contract which will form part of the Contractual Agreement;
- (b) The Bidder **must sustain, or improve the company's BBBEE Level for the duration of the contract** which will form part of the Contractual Agreement;
- (c) **Performance of Preference Goal Requirements and status reporting** will be determined during the engagement process for the acquisition of these services.
- (d) Bidders must keep auditable substantive records / evidence and upon request by SITA must be made available for audit and, or due diligence purposes;
- (e) SITA reserves the right to require from a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by SITA;
- (f) SITA reserves the right to verify information / evidence provided by the Bidder; and

- (g) SITA reserves the right to introduce a **penalty** which will be determined during the engagement process for the acquisition of these services if Bidder fails to comply to paragraphs (a), (b) and (c) above.

### 3.3.2 Declaration of compliance and acceptance SCC

I (we), the bidder hereby declare that I (we) **accept ALL** the Special Conditions of Contract as specified in par 3.3.1 above and shall comply with all stated obligations:

Name of Bidder: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### 4. Technical Mandatory Requirement Evidence

##### 4.1 Technical General Mandatory Requirements

###### 4.1 (a) Bidder Product Offer

Bidders must indicate the Bidder's Service(s) Category they wish to respond to by completing **table 7 in section 4.2.3 Bidder's Service(s) Categories**.

**Note (1):**

Indicate (using an "X") the Bidder's Service (s) Category for the service, or services the Bidder wish to respond to.

**Note (2):**

If the Bidder did not select/tick any Service, or Services for the Bidder's Service Category it will be regarded that the Bidder do not wish to respond to the respective category and will not be considered for further evaluation for that specific service requirement.

###### 4.1 (b) Special Conditions of Contract:

The Bidder **must** Accept all the Special Conditions of Contract by completing and signing the declaration of Acceptance in Declaration of Compliance and acceptance under the Special Conditions (**Section 3.3.2**).

**Note (1):**

Failure to **accept ALL** the Special Conditions of Contract will result in disqualification.

##### 4.2 Technical Mandatory Bidder Service(s) Category Specific Requirements:

###### 4.2.1 Bidder Certification/ Affiliation Requirements

###### 4.2.1 (a) Category A

###### Bidder Certification/ Affiliation Requirements

The Bidder **must provide** the required mandatory documentation as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements in section 3.2.2.2.1, table 3** for the Bidder Certification/ Affiliation Requirements for **Category A Services** and **attach it here**.

###### 4.2.1 (b) Category B

###### Bidder Certification/ Affiliation Requirements

The Bidder **must provide** the required mandatory documentation as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements in section 3.2.2.2.2, table 4** for the Bidder Certification/ Affiliation Requirements for **Category B Services** and **attach it here**.

###### 4.2.1 (c) Category C

###### Bidder Certification/ Affiliation Requirements

The Bidder **must provide** the required mandatory documentation as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements in section 3.2.2.2.3, table 5** for the Bidder Certification/ Affiliation Requirements for **Category C Services** and **attach it here**.

4.2.1 (d) **Category D**

**Bidder Certification/ Affiliation Requirements**

The Bidder **must provide** the required mandatory documentation as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements** in **section 32.2.2.4, table 6** for the Bidder Certification/ Affiliation Requirements for **Category D** Services and **attach it here**.

**4.2.2 Bidder Experience and Capability Requirements**

4.2.2 (a) **Category A**

**Experience and Capability Requirements**

The Bidder **must complete** provide the required mandatory information as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements** in **section 3.2.2.2.1, table 3** for the Bidder Experience and Capability Requirements for **Category A** Services by completing **table 7** in **section 4.2.3 Bidder's Service(s) Categories**.

4.2.2 (b) **Category B**

**Experience and Capability Requirements**

The Bidder **must complete** provide the required mandatory information as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements** in **section 3.2.2.2.2, table 4** for the Bidder Experience and Capability Requirements for **Category B** Services by completing **table 7** in **section 4.2.3 Bidder's Service(s) Categories**.

4.2.2 (c) **Category C**

**Experience and Capability Requirements**

The Bidder **must complete** provide the required mandatory information as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements** in **section 3.2.2.2.3, table 5** for the Bidder Experience and Capability Requirements for **Category C** Services by completing **table 7** in **section 4.2.3 Bidder's Service(s) Categories**.

4.2.2 (d) **Category D**

**Experience and Capability Requirements**

The Bidder **must complete** provide the required mandatory information as stated in the **Technical Mandatory Bidder Service(s) Category Specific Requirements** in **section 3.2.2.2.4, table 6** for the Bidder Experience and Capability Requirements for **Category D** Services by completing **table 7** in **section 4.2.3 Bidder's Service(s) Categories**.

4.2.3 Bidder's Service(s) Category Requirements Table7:

No	Bidder's Service(s) Category	(A) Bidder Product Offer	(B) Bidder Experience and Capability Requirements			
		Bidder's Service (s) Category for the service, or services the Bidder wish to respond to:  (X = Yes)	Company name	Reference Person Name, Tel and/or email	Project Scope of work	Project Start and End-date
1	Category A		<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom <b>Voice Communication or UCaaS</b> was provided>	Start Date:  End Date:
2	Category B		<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom <b>Contact Centre and Recording solutions</b> were provided>	Start Date:  End Date:
3	Category C		<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom <b>Video Communication</b> was provided>	Start Date:  End Date:
4	Category D		<Company name>	<Person Name> <Tel> <email>	< Provide reference from a customer to whom <b>Messaging or Collaboration tools or Integration Services or Professional Services</b> were provided>	Start Date:  End Date:

