



**DATE OF ISSUE: 15<sup>TH</sup> SEPTEMBER 2023**

**INVITATION TO BID (OPEN TENDER)**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG GROWTH AND DEVELOPMENT AGENCY**

<b>BID NUMBER:</b>	<b>GGDA/05/2022-2023/CONHILL ICT</b>
<b>CLOSING DATE:</b>	<b>23<sup>RD</sup> OCTOBER 2023</b>
<b>CLOSING TIME:</b>	<b>11:00</b>
<b>BID VALIDITY PERIOD:</b>	<b>90 DAYS</b>
<b>BRIEFING SESSION:</b>	<b>COMPULSORY BRIEFING SESSION</b>
<b>BRIEFING SESSION VENUE:</b>	<b>GROUND FLOOR AUDITORIUM, GGDA OFFICES 124 MAIN STREET, JOHANNESBURG 2001</b>
<b>BRIEFING SESSION TIME:</b>	<b>11H00</b>
<b>BRIEFING SESSION DATE:</b>	<b>28<sup>TH</sup> SEPTEMBER 2023</b>
<b>DESCRIPTION:</b>	<b>THE APPOINTMENT OF A FULLY MANAGED ICT SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR CONSTITUTION HILL</b>
<b>BID SUBMISSION REQUIREMENTS:</b>	<b>2 ENVELOPES. SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES  TECHNICAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) FINANCIAL (1 ORIGINAL HARDCOPY &amp; 1 x USB COPY) NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS REQUESTED)</b>

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15<sup>th</sup> FLOOR, 124 MAIN STREET, JOHANNESBURG**

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### CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted ? (Yes / No)
<b>SBD 1</b> (Invitation to bid)	Make sure it is fully completed & signed	Compulsory	
<b>SBD 2</b> (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
<b>SBD 3.3</b> (Pricing schedule)	Fully completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 <sup>nd</sup> envelope)	
<b>SBD 4</b> (Declaration of interest)	Make sure it is fully completed & signed	Compulsory	
<b>SBD 6.1</b> (Preference Points in terms of PPR of 2022)	Make sure it is fully completed and points claimed are allocated as per preferential procurement goals	Compulsory	
<b>PART D: General Conditions of Contract (par30)</b>	Make sure it is fully completed and signed	Compulsory	
<b>Copy of Company Registration Documents</b>	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
<b>Company Profile</b>	Include the structure of the company	Other returnable	
<b>Certified copies of identity documents</b>	For all current shareholders / members Include the structure of the company	Other returnable	
<b>Compulsory Briefing Session Register</b>	Make sure you sign the register in the bidding entity's name	Compulsory	

**IF ANY OF THE ABOVE-MENTIONED COMPULSORY CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID**

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. Bidders will be disqualified should the compulsory documents not be submitted.
3. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
4. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

# PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG  
GROWTH AND DEVELOPMENT AGENCY**

BID NUMBER: GGDA/05/2022-2023/CONHILL ICT

CLOSING DATE: 23<sup>RD</sup> OCTOBER 2023 TIME: 11:00

**DESCRIPTION: THE APPOINTMENT OF A FULLY MANAGED ICT SERVICE PROVIDER FOR A PERIOD  
OF THREE (3) YEARS FOR CONSTITUTION HILL**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**Gauteng Growth & Development Agency****15<sup>TH</sup> Floor****124 Main Street****JOHANNESBURG****2001**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX PIN BEEN SUBMITTED?

YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES  
OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - **BIDDERS MUST NOT COMPLETE THIS SECTION HERE BUT SUBMIT IT AS  
PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

## A.1.1. CONDITIONS OF BIDDING

### 1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

### 2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [tenders@ggda.co.za](mailto:tenders@ggda.co.za); [kgalaletsos@ggda.co.za](mailto:kgalaletsos@ggda.co.za) [nathin@ggda.co.za](mailto:nathin@ggda.co.za)
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **16<sup>TH</sup> October 2023**
- 2.3 **Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA in regard to anything arising from the fact that pages are missing or duplicated.

### 3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

### 4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **GGDA/05/2022-2023/CONHILL ICT**. The sealed envelopes must be placed in the tender box at 15<sup>th</sup> Floor, 124 Main Street, Johannesburg by no later than **11h00 on 23<sup>RD</sup> OCTOBER 2023**.
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without

original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All the erratum's will be published on the platforms where the tender was advertised and all bidders, to whom the bid documents have been downloaded will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.
- 4.8 **GGDA** also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed. This will be added if applicable to the criteria when evaluating the bids.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. N/A to this bid
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

**Tax Compliance Requirements**

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 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.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website [www.sars.gov.za](http://www.sars.gov.za).
- 4) Bidders May Also Submit A Printed tax pin Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate Tax Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 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.



## SECTION B: TERMS OF REFERENCE

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### THE APPOINTMENT OF A FULLY MANAGED ICT SERVICE PROVIDER FOR A PERIOD OF THREE (3) YEARS FOR CONSTITUTION HILL

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#### 1 Introduction

Constitution Hill is a subsidiary of Gauteng Growth and Development Agency (GGDA), Constitution Hill is a living museum that tells the story of South Africa's journey to democracy. The site is a former prison and military fort that bears testament to South Africa's turbulent past and, today, is home to the country's [Constitutional Court](#), which endorses the rights of all citizens. Gauteng Growth and Development Agency's Corporate Services business unit provides information technology (IT) function to the GGDA Holdings and its subsidiaries as a key enabler to promote an efficient working environment for all and has a mandate to ensure all its subsidiaries move towards becoming a technology-driven business. The global trend is to bring in the best service providers to manage these and have stringent service level agreements in place to manage expectations, policies, procedures and performance properly.

Proposals are hereby invited from ICT Service providers who have vast experience in providing fully managed general Information Communication and Technologies (ICT) support services through the application of Information Technology Infrastructure Library (ITIL) or COBIT service management practices to The Constitution Hill, a subsidiary of The GGDA. Requirements are outlined in more detail below. The capability of providing services such as ICT Support Services, application and hardware, is a primary requirement for this tender as GGDA is looking for a '1-stop-shop' ICT solution for Constitution Hill

The successful bidder will be required to provide Constitution Hill with the following services:

- i. Server Room management,
- ii. Network management,
- iii. IMAC Services,
- iv. Desktop support,
- v. Corporate Messaging
- vi. Internet Connectivity (Backup Connectivity)
- vii. Generic Requirements

Constitution Hill has a user base of 50 permanent users, complemented by between 5 – 15 interns/learners on an annual basis, located at the offices in Braamfontein. GGDA Group has **four (4) subsidiaries (The Innovation Hub, Automotive Industrial Development Centre, Gauteng IDZ and The Constitution Hill)** and currently embarking on a Shared Services model, where by consolidating ICT Services across the group in the near future.

#### 1.1. Scope of ICT Infrastructure Managed Service

With only a few exceptions (noted below), Constitution Hill outsource the following ICT Infrastructure services to an external "managed service" provider.

#### 1.1.1. **Server Room**

##### **Management**

This component will cover: Server Room hardware and software support and maintenance; systems monitoring and housekeeping; storage management and capacity planning; backup and recovery; business continuity and disaster recovery planning and execution.

#### 1.1.2. **Network Management**

This component will cover: Network hardware and software support and maintenance; Network security management; LAN Administration (except end user identity management); Network installations and de-installations, upgrades, etc. Network technologies will include LAN, WAN, Wireless/WiFi, unless already managed by another third party (e.g. VSAT, MPLS, ISP, etc.).

#### 1.1.3. **IMAC Services**

This component will cover the day-to-day Installation, Move, Addition, and Change to standard infrastructure configuration items based on a predefined catalogue and rates.

#### 1.1.4. **Desktop Support**

This component will cover: Management of standard configurations for desktop images including all office software, anti-virus, etc.; distribution of updates, patches, and new releases; component replacement on failure; mobile devices (smart phones, tablets); asset management; and user training, VIP services.

#### 1.1.5 **Corporate Messaging**

The Managed Service Partner shall provide support services for **Email, Microsoft Teams, Mimecast, web email access**, etc. for all Users at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill

#### 1.1.6 **Backup Internet Connectivity**

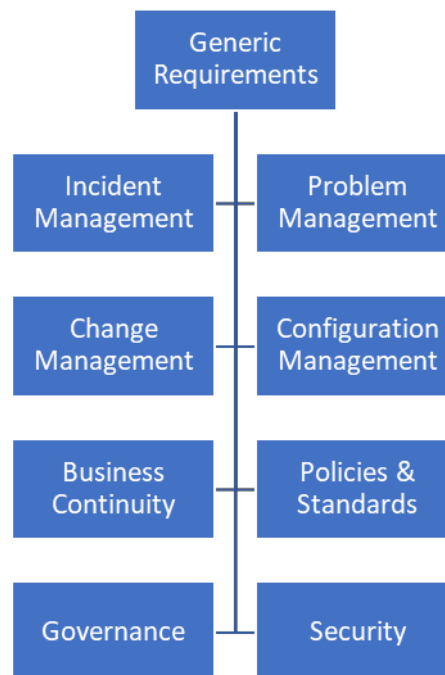
It is also requested that the Service provider also provide **50 MB Microwave broadband link**, this link will work as a backup connectivity to the existing 100 MB Gauteng Broadband network fiber link. The service provider would be expected to work with GGDA IT Technical team and Gauteng Broadband Network (GBN) in rolling out Public Wi-Fi at the precinct soon.

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<sup>1</sup> Also, referred to as MACD (Move, Add, Change, Delete)

### 1.1.7. Generic Requirements

The following diagram expands on the Generic Requirements for any managed service provision – including Infrastructure Managed Services.



### 1.2. Out of scope infrastructure services

Not all aspects of Constitution Hill's ICT Infrastructure are within the scope of this TENDER  
The following are considered out of scope:

- **Managed Printing Solution, including Provision of Multifunction Devices/Printers**

All MFP printers are on rental with Managed Print Solution provider and have maintenance agreement in place. Tech Empire also provide a Managed Print Solution (MPS) and provide toners to the respective offices based on the MPS solution. The successful bidder will only be expected to perform the following functions with respect to MPS;

- The service provider shall perform first line fault identification through remote support function and onsite resources
- User assistance with Multi-Functional printers
- First line maintenance and support of print servers (1 print server)
- Manage the installation of toners (
- Logging of calls with Tech Empire for printer problems
- 3rd Party Management of all calls logged with Tech Empire
- Monitoring of the health of the MFPs across the environment - utilising Sourcing and MPS tools
- Setting-up / maintenance of address list for scan-to-email or folder locations
- Maintain Printer CMDB – hardware and configuration information

### 1.3. Timeframe

GGDA is expecting to award the contract within 2 months from closing date or earlier depending on the internal processes after the closing of the tender.

The contract will be a duration of 36 months.

## 2. CONSTITUTION HILL ICT INFRASTRUCTURE LANDSCAPE

This section provides an overview of the current infrastructure landscape that the managed services provider will be expected to take over.

### 2.1. High-level Topology

A high-level topology diagram will also be provided on during the compulsory briefing session.

### 2.2. Server Room

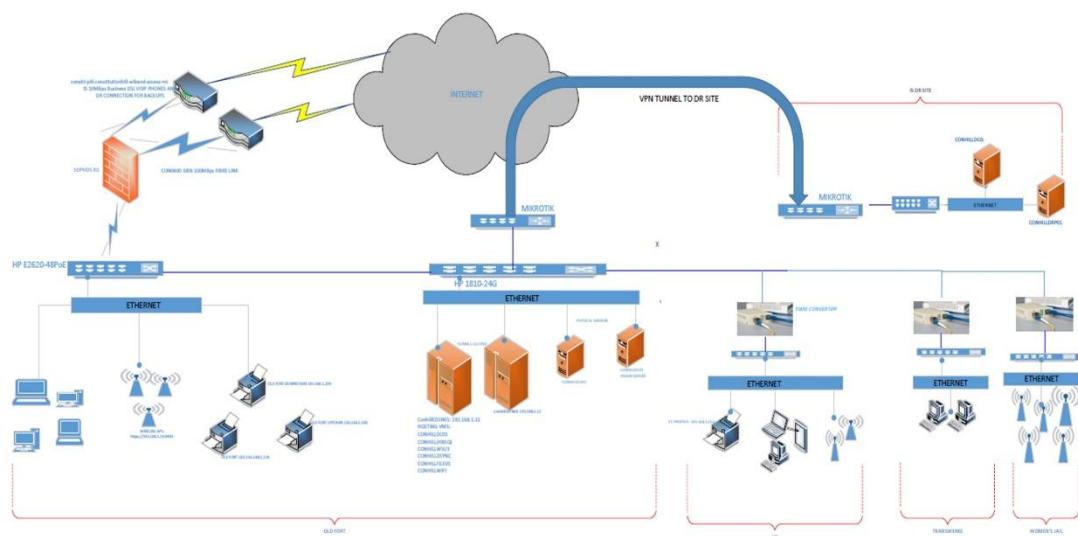
Constitution Hill has one (1) main server at the Old Fort with an offsite high availability, disaster recovery at The Innovation Hub in Lynnwood, Pretoria.

Although the main server room will be migrating to the new Visitors Centre building in the near future (date to be confirmed once the building is completed), there is no current plan to look for an alternative hosting location for these services which will continue to be hosted on-site for the foreseeable future.

The service provider would also be required to work with other GGDA ICT Teams as GGDA is still building a shared services model

### 2.3. Network and LAN

As can be seen from the diagram above (ref: 2.1) , Constitution Hill operates a large and diverse network.



## 2.4. Desktop

The standard Constitution Hill desktop computer is running Windows 10 using Microsoft Office 2013 and Office365, including Outlook, as the standard configuration.

The organization uses the following systems (summary of Technology Landscape):

Applications and Software	Hardware
<ul style="list-style-type: none"><li><input type="checkbox"/> Sage 300 ERP Hosted at The Innovation Hub</li><li><input type="checkbox"/> Caseware application for preparation of its annual financial statement</li><li><input type="checkbox"/> VIP ESS;</li><li><input type="checkbox"/> Exchange Online (Office365)</li><li><input type="checkbox"/> VoIP</li><li><input type="checkbox"/> MS Windows 10 and 11 Pro Operating Systems;</li><li><input type="checkbox"/> MS Server 2008, 2012, 2016 and 2019;</li><li><input type="checkbox"/> Office365</li><li><input type="checkbox"/> MS SQL 2019</li><li><input type="checkbox"/> On Prem AD and Azure Active Directory;</li><li><input type="checkbox"/> Biometric Fingerprint Access Control Systems;</li><li><input type="checkbox"/> Hyper V and VmWare</li><li><input type="checkbox"/> Trend Micro Anti-virus</li><li><input type="checkbox"/> Cloud based patch management</li><li><input type="checkbox"/> Web tickets for point of sale in Visitor Centre</li></ul>	<ul style="list-style-type: none"><li><input type="checkbox"/> 7 x multifunction devices (print, scan, fax, copy)</li><li><input type="checkbox"/> 2 host servers and 5 VMs</li><li><input type="checkbox"/> ±10 x HP PoE switches</li><li><input type="checkbox"/> Sophos firewall</li><li><input type="checkbox"/> RTS monitoring system</li><li><input type="checkbox"/> ±40 x laptops</li><li><input type="checkbox"/> ±18 x desktops (including security control room)</li><li><input type="checkbox"/> 2 x MacBook Pro</li><li><input type="checkbox"/> 1 x iMac</li><li>• 1x Ubiquiti USG, 1x cloud key controller</li><li>11 Outdoor UAP -AC -M, 19 Indoor APs</li></ul>

## 2.5. Disaster Recovery and Business Continuity

At present, Constitution Hill has a general strategy for Disaster Recovery and Business Continuity from an ICT perspective. All core ICT services are accessible over the Internet which avoids the need to be physically present in the Braamfontein offices for most activities and business tasks. A DR Server Room at The Innovation Hub provides essential backup and recovery.

As part of the ever-changing ICT Technologies that are available to companies, a Clustered solution was implemented for Constitution Hill. This solution comprises of:

- 2 x Dell™ Power Edge R4xx Series Servers that are acting as Cluster nodes
- 1 x Dell™ PowerVault MD2xxx Series Centralised Storage unit

The principle of a Clustered environment with shared storage is to create a Pool of Resources and storage that can be shared by the ICT Server requirements, in the case of Constitution Hill, the application servers that are required for the daily operations onsite are installed on the clustered environment in Virtual Machines (VM's), these VM's do not sit on one physical server but on a shared pool of resources made up of the two Physical Server units within the Cluster.

Additional to the Server pool, by implementing a Shared Storage pool, the PowerVault unit acts in the same manner, the storage capacity of the unit is shared for all applications within the environment. This type of configuration gives an organization like Constitution Hill the ability to continue with day to day business even in the event of a hardware failure, as if one physical server unit has a hardware failure and cannot be used, the VM's within the shared resource pool or "Private Cloud" are automatically migrated to the remaining server and business can continue as normal although in a slightly slower situation, allowing the required action to be taken by the ICT Team to bring the environment back into a working state.

This solution is the first level of redundancy within the Constitution Hill ICT Environment, to mitigate the risk of a hardware failure and to allow business to continue.

### a. Remote Backup Server Solution

As a second level of redundancy for the Constitution Hill ICT Environment, a Remote / Separate Server solution was implemented and configured so that in the event of a total failure of the Onsite ICT Environment, Constitution Hill can after a period, continue business as usual once the environment is brought up.

The solution has the following included with it:

#### *i. Capacity to bring up and run Critical Applications*

The remote server has been configured in such a way with resources, that should a total Disaster be declared by Constitution Hill, that after a process of restoration, the business-critical application can be brought up on the remote server and Constitution Hill can continue business as usual. This is done with the use of Microsoft® & VEEAM Software technologies, that replicate the current environments data and VM's from the main cluster environment onto the remote server unit, where it is stored. Currently the remote server is onsite at Constitution Hill but will be moved to a remote location in a secure data centre once the implementation is completed.

For data Storage, the solution that have been implemented for Constitution Hill, is a two (2) tiered approach:

#### *ii. Backup data to Disk*

The first tier of the backup of data, is using Microsoft® Data Protection Manager, which stores the information to physical disk on the remote server unit, this enables restoration of lost data to be almost immediate, as the data is easily accessible and available.

The current solution caters for the following:

- Availability services (replication)
- 20 MB internet bandwidth for the replication through GBN line
- 2 x Test days per annum
- Server included in Replication Schedule (Veeam Backup & Replications)

The successful bidder will be required to work with other GGDA IT Technical Managers to ensure that Constitution Hill leverage on the ICT Infrastructure within the GGDA group for Remote Backups. Currently "The Innovation Hub" is currently utilised for off-site backups.

## **2.6. Connectivity**

Currently Constitution Hill utilizes a 100 Mbps from Gauteng Broadband Network link

**The bidder shall be responsible for the management of the traffic and utilization for Constitution Hill's internal business requirements.**

## **2.7. Cloud Computing**

Constitution Hill's website is hosted in a Cloud. The service provider will be expected to work with the hosting partner when a need arises to address any issues.

# **3. SCOPE OF SERVICES – SERVER ROOM MANAGEMENT**

This section describes the services that Constitution Hill is expecting to receive as part of the Server Room component of Managed Services. This section includes provision of support and administration services for all server hardware, operating systems and other software products related to all servers located on the precinct. As the managed LAN/WAN network is extended it will include the new Visitors Centre building that will be completed in the near future.

## **3.1. Support Services**

The Managed Service Provider shall provide support and administration services for all server hardware, Operating systems and other software products related to all servers in scope in Headquarters and Field Office locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill. The service provider to be appointed will be expected also to provide support to the hosted ICT infrastructure at the GGDA group Data Center based at The Innovation Hub.

The sub-services include, but are not limited to:

- Server Room Support and Maintenance;
- Systems monitoring;
- System hardware management and support;
- System software management and support;
- System Housekeeping Services;
- Storage Management and Capacity Planning;
- Database Administration;
- Backup and Restore Services;
- Reporting.

## **3.2. Implementation of New Server Room Services**

### **3.2.1. Server Room Support and Maintenance**

- The Managed Service Provider shall maintain a stable live Server Room environment to achieve the applicable service levels stated in performance metrics section of this document.
- Items in-scope shall include all infrastructure elements and systems contained within the Server Room related to the servers in-scope defined above.
- The Managed Service Provider shall perform routine administration and maintenance of the Constitution Hill's Server Room facilities, and to this effect shall:
  - Undertake corrective maintenance ensuring that all problems are raised and logged centrally.
  - Ensure that all products and tools that support live operations comply with the defined technical standards, policies and procedures, and with government regulations.
  - Pro-actively inform Constitution Hill if the operational environment in the server room is unsuitable and action is required.
  - Provide interface with relevant Constitution Hill teams to help ensure the fitness of the server room accommodation and operational environment conditions.
  - Maintain a log of all server room accesses.
  - Prepare and update Standard Operating Procedures (SOPs).

### **3.2.2. Systems monitoring**

Managed Service Partner shall ensure that all System monitoring functions are periodically performed like:

- Performance / uptime monitoring.
- Log monitoring.

This will be critical for Risk Management and Internal Auditing purposes as periodical evidence would be requested from the Service Provider.

### **3.2.3. System hardware management and support**

The Managed Service Provider shall:

- Provide support and administration services for all server hardware including installation, maintenance and monitoring of the products including but not limited to:
  - Patches for server hardware firmware and BIOS.
  - Updates to server hardware firmware and BIOS.
  - Be responsible for all upgrades to server hardware.
  - Manage and liaise with third party suppliers of server hardware.
  - Produce and maintain a Capacity Plan covering all systems and proactively inform Constitution Hill of the need for any changes.
  - Perform a periodic health check on all hardware.
  - Maintain a list of all users with system level privileges.

### **3.2.4. System software management and support**

The Managed Service Provider shall:

- Provide support and administration services for all operating systems including installation, maintenance and monitoring of the products.
- Perform routine upgrades to the Operating Systems.
- Perform proactive maintenance of Server.
- Ensure that appropriate approval is obtained from Constitution Hill prior to application of any vendor patches and/or upgrades.
- Manage and liaise with 3<sup>rd</sup> party suppliers for provision of OS software.
- Deploy, configure and secure operating systems in use by Constitution Hill to vendor



recommended best practice or other agreed standards.

- Ensure that any software security related patches for Operating Systems or auxiliary software is deployed in an agreed timely manner.
- Implement monitoring of all Operating System.
- Maintain a list of all users with system level privileges.
- Ensure all application certificates are renewed and installed.

#### **3.2.5. System Housekeeping Services**

- The Managed Service Partner shall ensure that all system administration functions are periodically performed like:
  - System / file clean-up.
  - Server reboot as needed.
- The Managed Service provider shall also:
  - Maintain firewall rules and policies.
  - Perform periodic intrusion detection testing and remediation.
  - Monitor supplier websites for critical security alerts and patches.

#### **3.2.6. Storage Management and Capacity Planning**

- The Managed Service Provider shall provide managed storage area network and related storage services to include but not limited to:
  - The creation and assignment of storage space to servers and services.
  - Provision of storage connectivity including the installation of HBA, Switches, fibre connections.
  - Replication, where necessary, of SAN storage Logical Unit Numbers to remote locations.
  - Reallocation of Storage.
  - Storage capacity monitoring including alerting when utilization exceeds at prescribed levels.

#### **3.2.7. Database Administration**

For databases within the scope of the Infrastructure Managed Services:

- The Managed Service Provider shall provide database management, support and administration services including installation, maintenance, rebuilding indexes, tuning and monitoring of the database.
- The Managed Service Provider shall pro-actively inform Constitution Hill of the need for changes in the size of the databases or the need to perform re-organization, due to indicative business growth, new developments, application enhancements or if opportunities for performance optimization are available.

#### **3.2.8. Backup and Restore Services**

- The Managed Service Provider shall operate a data backup and recovery service for the Constitution Hill Server Room in accordance with backup and recovery policy and Performance Targets.
- Align with Constitution Hill Disaster Recovery and Business Continuity Policy – agree and maintain the backup policy and procedures in line with Constitution Hill standards and Performance Targets.
- Back-up system per agreed Backup Schedule – once authorized by Constitution Hill, set up, schedule and carry out relevant back-ups of all User and system data that is held on the servers per agreed Backup Schedules with Constitution Hill.
- In the event of a backup failure, load and unload back-up media at the Server Room and in the backup storage devices in accordance with the backup policy and procedure, restore lost or damaged files and retain back-ups of standard PC system build data.
- Carry out replacements of backup media in line with the manufacturers' guidelines and/or diagnostic information produced because of backup and restore processes.

- Recycle media at end of agreed retention period and replace where operationally desirable (e.g. wear and tear) per policy agreed with Constitution Hill.
- Where possible, ensure that data restore is tested on a regular basis to verify integrity of backups and back-up media per an agreed schedule with Constitution Hill.

#### **3.2.9. Reporting**

- The Managed Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on server uptime, SAN usage, incidents, and other performance metrics agreed.
- The Managed Service Provider shall provide input into the Capacity Planning exercise to ensure that the Server Room is sized at the level required for the services to be provided.
- On request by Constitution Hill, the Managed Service Provider shall produce ad-hoc reports related to server and Server Room service management aspects.

#### **3.3. Service Windows**

The Managed Service Partner is expected to be actively involved in the development of new Server Room services. Any service delivery will follow the agreed ICT Project and Governance process. The Managed Service Partner would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process. It is likely that this facility will only be used once the basic infrastructure managed services have stabilized.

#### **3.4. Minimum and Optimum Operating Hours**

The Managed Service Provider is expected to perform server room center maintenance (hardware and software) minimizing the impact on operations. This may require scheduling outages at lower usage periods, e.g. nights or weekends. This should be part of the base service and not incur any additional (e.g. overtime) costs. All changes to the systems (hardware and software) should be based on an approved Change Request (or Emergency CR). The Managed Service Provider is expected to follow the established CORBIT and ITIL procedures when implementing a Change Request.

The minimum and optimum operating hours for Server Room services is on-site presence for 8.5 hours per day from 08:00 to 17:00, with on-call services outside these hours.

The service provider would also be expected to provide ICT Support services for Constitution Hill on major Calendar Events, which will be shared to the successful bidder.

### **4. SCOPE OF SERVICES – NETWORK MANAGEMENT**

This section describes the services that Constitution Hill is expecting to receive as part of the Network and LAN component of Managed Services. This service is the operations of the current managed LAN environments and associated infrastructure elements for all Users on managed LANs. As the managed LAN/WAN network is extended it will include the new Visitors Centre building once it's been completed, and potentially include all new buildings that are commissioned in the coming years.

#### **4.1. Support Services**

The Managed Service Partner shall provide management, maintenance and support of the current operational LAN environments and associated infrastructure elements at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill. The sub-services include, but are not limited to:

- Network Support and Maintenance
- Wireless Networks
- LAN Administration
- Network Security
- Installation/De-installation
- Reporting

#### **4.1.1. Network Support and Maintenance**

- The Managed Service Partner shall perform the on-going support and delivery of all local networks, and ensure end-User and server connectivity to achieve the performance criteria specified for all Services.
- The Managed Service Partner shall perform maintenance on all local network infrastructure components in line with the equipment manufacturers and/or Constitution Hill guidelines and ensure that firmware is kept current and security patches are applied:
  - Network equipment components include but are not limited to, routers, firewall and load balancers, switches, hubs, modems and patch panels.
  - Other LAN components comprise the Traffic prioritization, Network Client Services, Network Monitoring servers, software and Scripts, networking protocols, address management, name resolution services.
- The Managed Service Partner shall administer the cable and patch panel management and perform patching to resolve problems or reconfigure the LAN. The Managed Service Partner shall make recommendations on patches released by Manufacturers.
- The Managed Service Partner shall ensure that any maintenance action leading to a Scheduled Outage or a noticeable degradation of service is planned via the appropriate Change and Release Process to minimize disruption to the service.

#### **4.1.2. Wireless Networks**

- The Managed Service Partner shall manage and support a wireless LAN for visitors and Constitution Hill staff around the entire precinct.

#### **4.1.3. LAN Administration**

The Managed Service Partner shall maintain the Constitution Hill 's IP addressing scheme and continuously support the implementation of optimal policy-based routing policies and architecture.

- The Managed Service Partner shall allocate IP addresses when necessary and maintain the register of used and available IP addresses at Constitution Hill.
- The Managed Service Partner shall provide simple rule-based and/or intelligent filtering of traffic between different network segments along the following principles:
  - Create an IP-enabled network infrastructure supporting the injection of all traffic over IP, IP encapsulation and IP tunneling.
  - Maintain clear physical and logical boundaries.
  - Limits complexity in top level routing.
  - Allow peering architecture and addressing hierarchy between the locations.
  - To include where appropriate traffic shaping and prioritization of IP based traffic.
  - To include, where appropriate, segmentation and implementation of networks using variable/fixed length subnet masks.
  - Maintenance and creation of V-LAN IDs.
  - Maintenance and creation of Multi Link Trunks.
  - To create, where appropriate, multicast address and support for one to many network broadcasts.
- The Managed Service Partner shall implement access and authentication controls relating to the management and configuration of all intelligent components of the network.
- The Managed Service Partner shall support the creation of an IP-centric organization enabling the convergence of all traffic, including IP voice and video.
- Where appropriate maintenance and creation of Internet Protocol version 4 and 6 address spaces.

#### **4.1.4. Network Security**

- The Managed Service Partner shall ensure that wherever the Constitution Hill Network connects to other networks, the Managed Service Partner shall co-operate with the relevant parties to ensure that appropriate security is put in place with a view to protecting the Network and its components from malicious attack and unauthorized access.
- The Managed Service Partner shall also ensure that users on the Network are prevented from making malicious attacks on other networks.
- The Managed Service Partner shall monitor the Network for any attempted or actual security breaches.

#### **4.1.5. Installation/De-installation**

- Where installation/de-installation has been required and confirmed by Constitution Hill, the Managed Service Partner shall be responsible for the complete set of associated works in line with Health and Safety requirement, and shall liaise with appropriate teams within Constitution Hill to this effect.
- The Managed Service Partner shall manage the installation / De-installation and testing as needed of all LAN changes in accordance with the procedures in place, updating the relevant documentations to reflect the changes, and informing Global Service desk of the impact of the change.
  - Where works may be carried out by Third Parties appointed by the Managed Service Partner, the end-delivery of the project remains the responsibility of the Managed Service Partner. The Managed Service Partner shall be responsible for the resolution of faults during installation and commissioning, and provide all necessary warranty and documentation.
  - Where works may be carried out by Third Parties appointed by Constitution Hill, the Managed Service Partner shall have the responsibility to provide an efficient service interface for the successful end delivery of the works. The Managed Service Partner shall remain responsible for the Service Support functions post- installation and the Service Management aspects, e.g. Configuration and Capacity Management.
- An installation comprises any of the following elements:
  - Installation of structured cabling system, floor outlets and data points
  - Installation of equipment cabinets and active equipment in computer rooms and in the network
  - Installation of drop leads, patch cords, fibre patch cords for the connection of PCs, printers and server equipment and any other network peripheral connected to the structured cabling system
  - Installation of Network Interface Cards (NICs) and modems to networked equipment (physical and logical connection).
- All LAN (including both fixed wired and wireless networks) design, installation and testing works supplied by the Managed Service Partner must comply with international standards (IEEE and ISO) including but not limited to:
  - Prevalent Standards specified Constitution Hill
  - Structured cabling utilizing Category 6 or 6e standards
  - Fibre connectivity including single mode and multimode including FC and SC termination
- Provision of secure wireless networking operating 802.11 (B/G/N) – utilizing WPA-2 and other approved security authentication

#### **4.1.6. Reporting**

- The Managed Service Provider shall provide regular performance monitoring reports (frequency to be agreed) on network and LAN uptime, incidents, and other performance metrics agreed.
- The Managed Service Provider shall provide input into the Capacity Planning exercise to ensure that the networks are sized at the level required for the services to be provided.
- On request by Constitution Hill, the Managed Service Provider shall produce ad-hoc reports related to network and LAN service management aspect.

#### **4.2. Implementation of new Network and LAN Services**

- The Managed Service Partner is expected to be actively involved in the development of new network and LAN services.
- Any service delivery will follow the agreed ICT Project and Governance process. The Managed Service Partner would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process.

### **5. SCOPE OF SERVICES – IMAC<sup>2</sup> SERVICES**

<sup>2</sup> Often referred to as MACD (Move, Add, Change, Delete)

This section describes the services that Constitution Hill is expecting to receive as part of the IMAC component of Managed Services. The scope of IMAC services covers all authorized users in all Constitution Hill locations.

#### **5.1. Implementation of new Network and LAN Services**

The Managed Service Partner shall provide IMAC services to all authorised users in the in-scope locations by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill. The sub-services include, but are not limited to:

- Installation, removal and disposal.
- Arrange power points.
- Install and configure network points.
- Move existing ICT equipment.
- Install, configure, de-install for on- and off-site conferences.

##### **5.1.1. Installation, removal and disposal**

- The Managed Service Partner shall be responsible for the installation of all of Constitution Hill's user workstations, ensuring that all installation components have been received and are available.
- Installation items shall include, but are not limited to:
  - Site requirements check, e.g., desk space, power, network availability, etc.
  - All necessary User pre-requisites check.
  - Complete installation within a single visit to the relevant location.
  - Coordinated disposal for replacement if necessary.
  - Performing preliminary and installation testing.
  - Removal of all packaging materials.
  - Feedback to the LAN services on any issues concerning capacity limits (including port, network sockets and network addresses) or associated performance issues.
- All relevant Service Management activities, e.g. Change and Configuration Management (including asset management), Capacity Management, etc.
- User sign-off.
- Installation items shall include but are not limited to:
  - Laptops, Tablets and Desktops including monitors together called Workstation.
  - Associated peripherals as required.
  - Network port activation.

- o Assignment of a TCP/IP address.
  - o Access to all authorized applications (and data transfer if necessary).
- Where specified by Constitution Hill, the Managed Service Partner shall configure desktop machines with accessibility features to enable users with special needs to access their required desktop environment.
- The Managed Service Partner shall be responsible for the disposal process on request from Constitution Hill, via the Global Service Desk. Disposal shall comprise of, but not limited to:
  - o Removal of Desktop Equipment and Peripherals.
  - o Network port deactivation.
  - o De-assignment of IP addresses.
  - o Feedback to the LAN services.
  - o User sign-off.
- The Managed Service Partner shall be responsible for checking security of installation in line with Constitution Hill Security Policy and associated standards before commissioning.
- The Managed Service Partner shall familiarize the User with new User equipment and gain their acceptance of the Installation.

#### **5.1.2. *Arrange power points***

- The Managed Service Partner shall:
  - o Work in coordination with the relevant Constitution Hill (General Services) or other external teams to arrange the installation of any additional power points required to install new equipment.
  - o Take responsibility for ensuring power points are installed in time for the equipment to be connected.

#### **5.1.3. *Install & configure network points***

The Managed Service Partner shall:

- Work in coordination with the relevant Constitution Hill or other external teams to install new voice and data network points, including associated cabling and patching.
- Configure live voice and data network points that are required to install ICT equipment, including necessary network and telephony cable patching.

#### **5.1.4. *Move existing ICT equipment***

The Managed Service Partner shall:

- Move ICT equipment from its current location to a new location and perform all work required to reconnect the equipment to the appropriate network.
- Test the installation of the equipment and perform user acceptance for user equipment
- Shall obtain a Sign-off from the User(s), once the activity is complete.

#### **5.1.5. *Install, configure, de-install for on- and off-site conferences***

- The Managed Service Partner shall perform all the above described activities including user sign off as necessary for setting up, configuring, operating and de-installing on- and off-site conferences. The equipment includes, but is not limited to:
  - o Laptops and Desktops including monitors
  - o Associated peripherals if requested
  - o Network cabling
  - o Network port activation
  - o Assignment of a TCP/IP address
  - o Access to all authorized applications (and data transfer if necessary).
  - o Liaise and coordinate with all 3<sup>rd</sup> party hosts of meetings to ensure that services are provided

- o Provide on-site support for the duration.
- o **Note: these types of meetings are normally set up and dismantled on an ad-hoc basis.**

#### **5.1.6. Maintain the Asset Management Register**

The Managed Service Partner shall:

- Ensure that all equipment movements are correctly reflected in the organization's asset register (Pastel) and configuration database.
- Ensure that all disposals are carried out in accordance with established Constitution Hill practices, are submitted to the Constitution Hill Management Committee for approval prior to disposal, and that disposals are correctly reflected in the asset management register.

### **5.2. Implementation of new IMAC services**

As new infrastructure services are introduced, the appropriate IMAC service will need to be included in the overall service offering.

## **6. SCOPE OF SERVICES – DESKTOP SERVICES**

This section describes the services that Constitution Hill is expecting to receive as part of the Desktop component of Managed Services. The scope of Desktop services covers all authorized users in all Constitution Hill locations. All Constitution Hill authorized desktop and laptop devices (together called Work Stations) and Constitution Hill issued mobile devices (Tablets, Smart Phones) are in-scope of Desktop services.

### **6.1. Support Services**

The Managed Service Partner shall provide both remote and on site Desktop services as required to all authorized user Work Stations and peripherals by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill. The sub-services include, but are not limited to:

- Basic Desktop Services; (Helpdesk Systems is hosted at GGDA Group, successful bidder will be give access to the Helpdesk system to manage only ConHill service requests)
- Software Fix-on-fail management, including 2<sup>nd</sup> Level support for standard applications including global messaging;
- Hardware Management;
- System Security Updates (incl. anti-virus);
- Systems Maintenance;
- Mobile devices (all approved mobile devices not limited to tablets or smart phones);
- Asset management and Configuration Management;
- User training.

#### **6.1.1. Basic Desktop services**

The Managed Service Partner shall:

- Ensure that Users can:
  - o Store and retrieve information from a local and/or network storage area permissible by their access privilege as defined by Constitution Hill.
  - o Choose printers, connected locally or on Constitution Hill Network within their access privilege, and can print.
  - o Obtain information on the print status and to manage their jobs in the print queue.
- Ensure that File capabilities are defined for each User per the read/write privileges defined by Constitution Hill.
- On User request, recover data from backup, when a User loses data and is not able to recover it.

#### **6.1.2. Software Fix-on-fail management**

- The Managed Service Partner shall provide fix-on-fail support by following the Service Management processes for the Users including:
  - Resolution of Incidents relating to standard install applications.
  - The Managed Service Partner shall be responsible to restore Workstations to their standard configuration as needed.
  - Resolution of incidents relating to Workstations and mobile devices that require changes including but not limited to:
    - Application / system configuration.
    - Application installation and distribution in line with the approved Workstation image.
    - Restoration of network configuration, standard printer configuration, standard drivers and other approved accessories and peripherals as needed in coordination with Print Services team.
    - Other 2nd level support activities including, but not limited to Reconfiguration, archiving and errors in macros, driver installs and upgrades, etc.
- In case of a Microsoft software error, the Managed Service Partner shall be responsible for providing and operating a workaround as the case may until the error is diagnosed, fixed, tested and installed.
- Any new hardware/software that is introduced must follow the agreed Change and Release Management processes
- The Managed Service Partner shall update all relevant documentation when applying any changes to the standard Workstation software.

#### **6.1.3. Hardware Management**

The Managed Service Partner shall:

- Be responsible for coordinating with relevant teams within Constitution Hill for the provision of system hardware, accessories and peripherals used in delivery of the services in line with Constitution Hill standards and for ensuring that it is fully supported and maintained.
- Ensure that as changes are made to the Workstation hardware have followed the Change and Release management processes and do not cause a negative impact on applications and processes and that they continue to operate efficiently.
- Advise Constitution Hill of suggested changes to standard hardware configurations. Such changes may only be effected by following the Change and Release management processes with the explicit written approval from Constitution Hill. Managed Service Partner shall ensure that the relevant documentation is updated accordingly.
- Not introduce any hardware or software for use as system hardware until such hardware/software has been approved by Constitution Hill.
- Follow the approved Change and Release Management process for any new hardware/software that is introduced.
- **Replace any non-functioning item of client hardware (laptops and desktops) with a functioning unit.** The Managed Service Partner shall treat each component of the client hardware such as a monitor or a base unit separately.
- Draw up a schedule of preventative maintenance to the hardware in line with good industry practice for agreement with Constitution Hill, The Managed Service Partner shall ensure that preventative maintenance is scheduled outside Business Hours or as otherwise agreed with Constitution Hill to minimize disruption to users and ensure continued provision of the services. The Managed Service Partner shall be responsible for carrying out preventative maintenance to client hardware in accordance with the agreed schedule.

#### **6.1.4. System Security Updates (incl. anti-virus)**



The Managed Service Partner shall:

- Provide and maintain Virus protection software in line with Constitution Hill standards that will protect the workstation from viruses that may be introduced to the network and the client environment by any means. The Managed Service Partner shall update the relevant documentation with details of any such software.
- Actively monitor threats to the workstation and shall take all reasonable actions in line with industry best practice to protect Constitution Hill from new threats as they emerge. This includes cases where the user is connected directly to the secure company network, by VPN or connected directly to the internet from a Constitution Hill mobile device.
- In case of a virus attack / infection on a User workstation/mobile device; ensure that the infected file(s) is(are) quarantined and / or the User workstation/mobile device is disconnected from the Constitution Hill network as needed to avoid the spread to other workstations connected to the network.
- Ensure that updates to Virus signatures for Virus protection software are distributed to and installed on all workstations/mobile devices that are connected to the network within four hours of such update or upgrade being made available for distribution after Service acceptance.
- Provide reports setting out the number, name and location of viruses that have been automatically detected and eradicated. Such reports shall be included in the standard Monthly Service Report or as requested.

#### **6.1.5. Systems Maintenance – Provision of Software**

The Managed Service Partner shall:

- Distribute new software builds (desktop and laptop images) and for Mobile devices as needed that are required in line with changes to the Constitution Hill standards.
- Support Constitution Hill's Standard Operating Environment, workstation builds and, if specified, bespoke Workstation builds, group policies and their associated logon scripts and logon / log-off facility and configuration standards as defined by Constitution Hill.
- Record and track all software used by them to deliver the services.
- Ensure that all software provided or distributed by them is maintained in fully functional condition.
- Be responsible for ensuring that suitable license arrangements are in place for all software deployed. The Managed Service Partner shall be responsible for the ongoing management and monitoring of license usage to ensure that such usage is both legal and efficient, including the enablement of license re-deployment to minimize license costs. The Managed Service Partner shall provide evidence when requested by Constitution Hill.
- Ensure that only authorized Users have access to specific software in line with Constitution Hill standards.

#### **6.1.6. Systems Maintenance – Maintenance and Support of Client Software**

The Managed Service Partner shall:

- Notify when software patches, fixes and maintenance releases or ad-hoc software releases are necessary and agree a timescale for their distribution following the Change, Release and Deployment processes.
- Distribute, apply and test the software patches, fixes and maintenance releases or ad-hoc software releases as required.
- Repair or the assign (in coordination with GGDA ICT Service Desk) to the appropriate resolution group any client software that is not fully functional.
- Provide preventive maintenance and analysis including, but not limited to:
  - o Acting on software patch releases as appropriate.
  - o Scheduling downtime.
  - o Root cause analysis.
  - o Trend analysis.
  - o Identification of repeating faults/known errors.
  - o The above will follow the Problem, Change, Release and Deployment processes.

#### **6.1.7. Mobile devices**

The Managed Service Partner shall:

- Ensure that all the Constitution Hill owned mobile devices are included and maintained as part of the agreed Asset Management process.
- Track the mobile devices with their corresponding contract and the user it is issued to.

#### **6.1.8. Asset management and Configuration Management**

The Managed Service Partner shall:

- Ensure that the Asset Register compiled by the Managed Service Partner includes, either physically or logically, information on all physical hardware assets in use within Constitution Hill ICT Environment.
- Work with Constitution Hill to ensure that the information in the Asset Register includes information of the Asset owner, Asset Class, and other Asset attributes.
- Ensure that the Asset Register reflects the up-to-date situation and is periodically maintained.
- Work with Constitution Hill to perform an audit of the Asset Register at least every six months to ensure that the details of Assets recorded therein remain accurate and up-to-date. The Managed Service Partner shall ensure that Constitution Hill has full access to the results of such audits once those results are available.
- Document the processes for ensuring that change to Assets is performed in a controlled and managed manner and protects the accuracy of information in the Asset Register.
- Maintain, as a component of the Asset Register, an audit trail of all changes in Assets. The audit trail shall include information relating to planned, ongoing and completed changes. The Managed Service Partner shall record changes in location, configuration, and usage and where the Asset has been subject to a Problem or Incident.
- Ensure that all information in the Asset Register is available to Constitution Hill and shall provide summary reports on request.

#### **6.1.9. User training**

- When new equipment and/or devices are made available to the Users, or when the User procedures are changed, the Managed Service Partner shall ensure that User training and/or documentation is put in place in agreement with Constitution Hill.
- The Managed Service Partner shall undertake User training as appropriate. Activities involved in the delivery of this service include, but are not limited to:
  - o Provide User training plan in agreement with Constitution Hill.
  - o Ensure Users are notified of date, location etc. of the training.
  - o Provide documentation / manuals for training purposes.
  - o Training on both the use of the equipment, and on how to improve the use of the service.
- For all the services provided by the Managed Service Partner, they shall coordinate with the relevant Constitution Hill teams to administer the complete training service from request for training through to evaluation of the training delivered and shall make the results of all evaluations available to Constitution Hill.

#### **6.2. Software Tools**

The Managed Service Provider is expected to use the desktop management tools that are already established within their organizations. Constitution Hill requires the following as a minimum:

- Management Suite (to be confirmed)
- Patch Manager (to be confirmed)
- others

#### **6.3. Minimum and Optimum Operating Hours**

The minimum and optimum operating hours for Desktop services are the same as those for Server Room (i.e. on-site for 8.5 hours per day from 08:00 to 17:00) with on-call services outside these hours.

#### **6.4. Implementation of new Desktop services**

- The Managed Service Partner is expected to be actively involved in the development of Desktop services. Any service delivery will follow the agreed ICT Project and Governance process.
- The Managed Service Partner would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process.

## 7. SCOPE OF SERVICES – CORPORATE MESSAGING

This section describes the services that Constitution Hill is expecting to receive as part of the Corporate Messaging component of Managed Services. This service includes all aspects of the email service including licenses and supporting the server side but excludes hardware and operating system; collaboration tools include any networked collaboration tools supporting all Users at Constitution Hill.

### 7.1. Support Services

The Managed Service Partner shall provide support services for **Email, Microsoft Teams, Mimecast, web email access**, etc. for all Users at all in-scope locations, including documentation by following ITIL Service Management processes and as per guidelines and policies as defined or agreed by Constitution Hill. The sub-services include, but are not limited to:

- Email services (including calendar, Mail relay and filtering services).
- Mobile device data sync services.
- Collaboration services.
- Security Services.
- User training.

#### 7.1.1. Email services

The Managed Service Partner shall:

- Resolve incidents relating to email service that require changes including but not limited to:
  - o Application / system configuration.
  - o Operational aspects including availability, performance and stability.
- Queue and retain email in the event of a failure in the mail server or a connection, to prevent messages from bouncing. The Managed Service Partner shall gradually transmit queued email upon resolution of the problem to avoid overloading the servers.
- Support email requirements of varying complexity, in terms of load and volume.
- Provide and support instant messenger services to all Users.
- Provide and support web email services to all Users.
- Support a management interface which provides, but is not limited to the following:
  - o Configuration tools allowing Constitution Hill to set policies, rules and routing requirements
  - o Email activity trends, such as daily, weekly, monthly, and yearly volumes and patterns.
  - o Email cleaned, deleted or rejected.
  - o Management of user and domain permissions.
  - o Real-time service statistics and availability data.
  - o User and company domain activity.
- Provide proactive filtering of incoming email for viruses, spam, malware, phishing, directory harvest, denial of service via Mimecast
- Provide Email messages relay service for other Constitution Hill applications requiring SMTP service.
- Ensure that any changes made have followed the Change and Release management processes and do not cause a negative impact on applications and processes and that they continue to operate efficiently.
- Update all relevant documentation in line with Constitution Hill policy and procedures.

- Manage disk quotas for individual mail boxes.
- Perform capacity planning.
- Perform backup and recovery of data.

#### **7.1.2. Mobile device data sync services**

The Managed Service Partner shall:

- Ensure that all Constitution Hill approved mobile devices including, but not limited to Smartphones, Tablets, and their associated ancillary equipment if any can synchronize with the Constitution Hill email systems.
- Ensure that these devices are appropriately configured for the Users.

#### **7.1.3. Collaboration services**

The Managed Service Partner shall:

- Provide support for Users for all approved collaboration tools that includes but not limited to:
  - o Application / system configuration.
  - o Application installation.
  - o Operational aspects including availability, performance and stability.
- Be responsible for providing support to all approved collaboration tools including any 3<sup>rd</sup> party software.
- Update all relevant documentation in line with Constitution Hill policy and procedures.

#### **7.1.4. Security Services**

The Managed Service Partner shall:

- Implement security procedures to preserve the confidentiality and integrity of all email traversing Constitution Hill network. These include, but are not limited to, authentication, encryption, and access restriction as required.
- Perform periodic reviews of the existing email policy.

#### **7.1.5. User training**

- When new equipment and/or devices are made available to the Users, or when the User procedures are changed, the Managed Service Partner shall ensure that User training and/or documentation is put in place in agreement with Constitution Hill.
- The Managed Service Partner shall undertake User training as appropriate. Activities involved in the delivery of this service include, but are not limited to:
  - Provide User training plan in agreement with Constitution Hill
  - Ensure Users are notified of date, location etc. of the training
  - Provide documentation / manuals for training purposes
  - Training on both the use of the equipment, and on how to improve the use of the service.
- For all the services provided by the Managed Service Partner, they shall coordinate with the relevant Constitution Hill teams to administer the complete training service from request for training through to evaluation of the training delivered and shall make the results of all evaluations available to Constitution Hill.

### **7.2. Minimum and Optimum Operating Hours**

The minimum and optimum operating hours for Corporate Messaging services are the same as those for Desktop (i.e. on-site for 8.5 hours per day from 08:00 to 17:00) with on-call services outside these

hours i.e. Major Calendar Events

**7.3. Implementation of new Corporate Messaging services**

- The Managed Service Partner is expected to be actively involved in the development of new network and LAN services including integration of messaging with other collaboration tools
- Any service delivery will follow the agreed ICT Project and Governance process. The Managed Service Partner would be expected to be involved in all aspects of the service development and to provide work and cost estimates as part of the approval process.

#### **7.4. Out of Scope Corporate Messaging Services**

The following services that would typically be included in IMAC services are out of scope for this TENDER:

- Video conferencing.

### **8. SCOPE OF SERVICES – GENERIC REQUIREMENTS**

The following generic requirements apply to all aspects of Infrastructure Development, Support and Maintenance.

#### **8.1 Service Management Processes**

The Managed Services Provider shall provide the contracted service by following Service Management Processes as defined by Constitution Hill or in the absence of a Process, by following best practice conforming to the ITIL v3 standards in agreement with Constitution Hill. The Managed Services Provider is expected to follow or interact as required, with the processes including but not limited to:

- Incident Management
- Problem Management
- Change Management
- Release Management
- Configuration Management
- Demand Management
- Service Portfolio Management
- Service Acceptance
- Financial Management
- Service Level Management
- Supplier Management
- Capacity Management
- Service Catalogue Management
- Availability Management
- ICT Security Management
- ICT Service Continuity Management
- Major Incident Management
- Service Request & Access Management
- Continuous Service Improvement
- Service Measurement & Reporting

#### **8.2 Business Continuity**

- The Managed Services Provider is expected to follow the Business Continuity processes as per guidelines and policies defined by Constitution Hill. Any process defined for the delivery of services shall conform to the relevant Constitution Hill BCP processes and approved by Constitution Hill.

- The Managed Services Provider shall provide a single point of contact for all matters related to Business Continuity services.
- The Managed Services Provider shall provide Business Continuity Management and be responsible for:
  - Ensuring that Business Continuity (BC) and Disaster Recovery (DR) Plan integrate with business continuity plans across Constitution Hill and, if required, other pertinent organizations.
  - Ensuring that appropriate business continuity and disaster recovery plans for all Managed Services Provider processes, infrastructure and systems required to ensure that Service Levels are met.
  - Ensuring that all BC and DR plans are reviewed and agreed at least annually with Constitution Hill.
  - Ensuring that all BC and DR arrangements are tested to standards agreed with Constitution Hill at least annually.
- The Managed Services Provider shall provide results of BC and DR tests and status of proposed or agreed changes arising from these with Constitution Hill and other agreed the bodies like, but not limited to the audit committee.

### **8.3 Policy and Standards**

- The Managed Services Provider shall provide Constitution Hill with a single point of contact (SPOC) for all Contract Management matters, and a clear escalation path on all services provided.
- The Managed Services Provider shall provide Constitution Hill with a Reporting process, highlighting key individual responsibilities, dependencies and escalation path.
- The Managed Services Provider shall advise of any change to the Management Structure through the life of the Contract.
- If necessary, the Managed Services Provider shall, jointly with Constitution Hill, draft Service Levels for new areas of service prior to implementation and for proposed changes to existing Service Levels.
- For Projects awarded to the Managed Services Provider:
  - The Managed Services Provider shall manage the Project using an agreed and recognized project management methodology in line with Constitution Hill standards and policies.
  - The Managed Services Provider shall provide product descriptions during the planning cycle for all products to be produced in line with agreed project management methodology.
  - The Managed Services Provider shall follow the project management processes, ITIL based Service management processes that have been defined by Constitution Hill Project. Project office, or in its absence, follow a process with the prior approval of Constitution Hill.

### **8.4 Quarterly Review**

- The Managed Services Provider shall cooperate with Constitution Hill to produce annual review reporting, which shall be available no later than 4 weeks after the end of the annual anniversary of the contract award date.
- The Managed Services Provider shall cooperate with GGDA to conduct Satisfaction Surveys at mutually agreed intervals (Every Quarter) to measure User satisfaction with the support and delivery of the services at all levels of the organization.



- The annual review shall include all reporting elements of the Service Management processes including but not limited to:
  - o Managed Services Provider's overview of the reporting year, e.g. key service improvements, cost savings, delivery of services or applications, SLA performance, benefits delivered to customers, major changes, and upgrades.
  - o Financial overview of the reporting year, to include all key financial KPI's summarized for the year including network and desktop costs through the year as appropriate, savings achieved over previous year, etc.
  - o Service Overview of the reporting year to include summaries of:
    - Performance Monitoring;
    - Capacity Management;
    - Availability Management;
    - Financial Management and Billing;
    - Incident Management;
    - Problem Management;
    - Change and Release Management; and
    - Configuration, Asset and Inventory Management.
  - o Summary of customer satisfaction surveys undertaken through the year.
- For projects and new services:
  - o Key projects and new services delivered in the year;
  - o Innovation and solutions presented to Constitution Hill;
  - o Project Performance summary.

## **8.5 Monthly Reports**

- The Managed Services Provider shall cooperate with GGDA and Constitution Hill to produce a monthly service report to be available no later than 10 working days after the first working day of the month.
- The monthly report shall be concise and in readable electronic format.
- The details of the monthly service management report would include.
  - o RAG (Red, Amber, Green) status of all contract areas;
  - o Performance against SLAs;
  - o Major incidents;
  - o Change Requests;
  - o Business and service improvement plans;
  - o Configuration management changes;
  - o Preventative maintenance report;
  - o Changes to Assets and inventories;
  - o IMACs report;
  - o Networks and Applications availability; and
  - o Security issues report.

## **8.6 Project and Development Management**

The Managed Services Provider shall provide regular performance monitoring reports (frequency to be agreed) on infrastructure service development and maintenance productivity, timeliness of delivery of projects / releases, software quality, reliability of estimates and reasons for variations between estimates and actuals.

## **8.7 Ad-hoc Reports**

On request by Constitution Hill, the Managed Services Provider shall produce ad-hoc service or financial reports within a timescale of up to two days for any of the contracted Services.

## **8.8 Access to Infrastructure**

Constitution Hill will provide access to all Production and non-Production environments for all ICT infrastructure within the scope of this TENDER. When working from remote sites (off-site support) the Managed Services Provider will ensure that adequate security is in place to safeguard Constitution Hill infrastructure and data. This will include, amongst others, ensuring that all remote access is via VPN or other secure links.

If, for ease of support and maintenance, the Managed Services Provider needs to replicate locally any infrastructure components, they will ensure that this is done in an isolated and dedicated container logically and physically separated from any in-house equipment. The Managed Services Provider must request and obtain Constitution Hill's permission beforehand.

## **8.9 License and Asset Management**

- For all work performed from Constitution Hill's premises, Constitution Hill will provide standard office facilities to support and maintain the infrastructure.
- For all work performed remotely by the Managed Services Provider from their own premises (off-site), the Contractor will be responsible to provide desktop support, communications links with adequate bandwidth, and all software and hardware necessary to support the Constitution Hill infrastructure. This includes any Constitution Hill infrastructure that the Contractor replicates for support or development purposes.
- As described under the specific service descriptions, the Managed Service Provider is expected to maintain the asset register for all Constitution Hill assets under its mandate.
- GGDA together with Constitution Hill will maintain control and ownership of all software licenses and the relationship with the respective software vendors.

## **8.10 Vendor Management**

The Managed Service Provider will be expected to manage the day to day relationship with suppliers and the underpinning contracts for support and maintenance of software and hardware under their control. This will include:

- Coordination with vendors for support services.
- Logging and monitoring incidents and problems with OEM suppliers.
- Escalation of incidents and problems as required ensuring speedy resolution or the provision of an acceptable work-around pending resolution.
- Managing any assets sent for repair or replacement.
- Periodic review, with Constitution Hill, of the vendor's performance against the SLAs in the underpinning contracts.

The Managed Service Provider may be asked to participate in contract and SLA negotiation but the primary responsibility will remain with Constitution Hill.

## **9 TECHNICAL CAPABILITY REQUIREMENTS – SKILLS INVENTORY**

For service development projects Constitution Hill intends to issue Statements of Work (SOWs) to the Managed Service Provider either for the delivery of a turn-key solution (at an agreed fixed price), or on a Time and Materials basis.

This section outlines the skill sets that we envisage requiring as part of the overall Infrastructure Managed Services contract.

### 9.1. Ad-hoc Architecture, Project Management and Consulting Service

The Service Provider also needs to be able to provide certain services on an ad-hoc basis as and when required, this includes the supply of ICT equipment or peripherals. **Hourly rates** need to be agreed as part of the proposed solution. There will be no minimum committed hours or any right of first refusal for the Service Provider.

As a result it is expected for a service provider to have below skillsets.

#### Senior Infrastructure/Network Specialist:

- Tasks:
  - Performs complex design, engineering, implementation, maintenance, and upgrade of the servers, local area network (LAN) and/or wide area network (WAN), and/or security infrastructure located at Constitution Hill.
- Required skills:
  - Experience in designing, developing, and implementing new virtual environments based on virtualization technologies such as VMWare, Hyper-V, iSCSi/FC SANs
  - Experience with iSCSi/FC NetApp SAN storage systems
  - Experience with WAN optimization
  - Strong background in LAN and WAN TCP/IP networking environment and experience designing, developing, installing, managing and monitoring network security and routing solution including Sophos firewalls and CISCO routers.
  - Other skills that are new line with the new Technology trends

#### Senior Microsoft Systems Specialist:

- Tasks:
  - Provide expertise for any project that requires integration with Microsoft Windows Servers, SQL Server, IIS, SharePoint, and/or Microsoft Active Directory.
- Required skills:
  - Experience (min 5 years) current and recent versions of Microsoft Windows Server and associated components.
  - Microsoft Active Directory.
  - Microsoft SQL Server, including BI services and integration.
  - Microsoft SharePoint Server, including workflow services.
  - Microsoft Dynamics CRM. • Microsoft Server Certification.
  - Other skills that are new line with the new Technology trends

#### Junior Microsoft Systems Specialist:

- Tasks:
  - Provide expertise for any project that requires integration with Microsoft Windows Servers and Desktop, and/or Microsoft Office.
- Required skills:
  - Experience (min 4 years) current and recent versions of Microsoft Windows Server and Desktop OS.

- Current and recent versions of Microsoft Office, Outlook, and associated software.
- Microsoft Server Certification.
- Other skills that are new line with the new Technology trends

#### **Microsoft Exchange Online Specialist:**

- Tasks:
  - Provide technical leadership, standards and best practices during infrastructure design and implementation phases of Microsoft Exchange 2010.
  - Work with the managed service provider to ensure all proprietary and third party applications properly integrate with the firm's network infrastructure.
  - Perform data migration from legacy email to Microsoft Exchange 2010
  - Integration of third party software to Microsoft Exchange including but limited to Microsoft SharePoint, OpenText Live Link, and Blackberry BES.
- Required skills:
  - Strong experience in designing, implementing and optimizing Microsoft Exchange system over MPLS and VSAT WAN
  - Proven migration experience of legacy messaging systems to Microsoft Exchange platform.
  - Microsoft Exchange 2016 certification.
  - Other skills that are new line with the new Technology trends

#### **Microsoft Active Directory Specialist:**

- Tasks:
  - Provide technical leadership, standards and best practices during infrastructure design and build phases of the Microsoft Active Directory service.
  - Work with the Applications and Infrastructure teams to ensure all proprietary and third party applications properly integrate with Microsoft Active Directory.
- Required skills:
  - Strong experience in designing, implementing and optimizing Active Directory services over MPLS and VSAT WAN for 300+ nodes global network infrastructure and proven architectural experience with LDAP infrastructures and naming service.
  - Other skills that are new line with the new Technology trends

#### **Infrastructure Security Specialist:**

- Tasks:
  - Perform infrastructure security audits
  - Perform penetration tests
  - Document exposure threats, risks, prevention and mitigating actions
  - Advice on preventative and corrective actions to take
  - Prepare security policies
  - Assist in infrastructure system design
- Required skills:
  - Experience (10 years+) in management, design, and development of security aspects of business-critical infrastructure;
  - Experience in all aspects of network and ICT infrastructure security;
  - Knowledge of PKI, encryption, certificates, etc.;
  - CSSA / CSSM certification a distinct advantage.

## **9.2. Service Design**

**Technical Analyst:**

- Tasks:
  - o Provide technical leadership, standards and best practices during infrastructure design, build, migration and deployment phases;
  - o Analyse and scope the area of analysis, working with project managers and business sponsors to clarify the level and complexity of the business analysis effort needed for a new project;
  - o Select the appropriate elicitation techniques to efficiently identify critical business requirements;
  - o Conduct effective requirements reviews to improve the quality of requirements deliverables;
  - o Build strong relationships with project stakeholders.
- Required skills:
  - o Experience (10 years +) in management, design, and development of business- critical infrastructure.
  - o Experience (10 years +) in infrastructure platform migration and deployments with expert knowledge in network design, storage, backups, security and monitoring technologies.
  - o Excellent command of spoken and written English.
  - o Relevant Project Implementation experience involving all stages of a project life cycle.
  - o ITIL Change control procedures.
  - o Ability to carry out information gathering exercises, document results and compile project deliverables, such as requirements definition, fit-gap analysis, cost-benefit analysis, feasibility studies, project vision and strategic planning.
  - o Interpersonal skills required include: Ability to work in a truly multicultural environment; Ability to organize and carry out workshops/brain-storming sessions with clear objectives; Good communication skills and able to explain and present complex topics to audience of variety level of IT expertise;
  - o Expert knowledge of IT productivity tools, such as MS Office, (Word, Excel, PowerPoint), and process documentation tool(s) such as Visio, MS-Project.

**Junior Infrastructure/Network Architect:**

- Tasks:
  - o Contributes to ensuring that Constitution Hill has an appropriate IT architecture to meet the strategic direction of Constitution Hill.
  - o Creating roadmaps that will deliver convergence to the new architecture.
  - o Monitoring progress against roadmaps to ensure desired outcomes are achieved
  - o Define standards related to the infrastructure architecture.
  - o Identify the impact on other systems of new proposed infrastructure changes and undertake a gap analysis to define areas of discrepancy.
- Required skills:
  - o Experience (3-5 years +) in management, design, and development of business- critical infrastructure.
  - o Large Network Infrastructure architecture and design experience across multiple technologies: Hardware Platform, Enterprise Storage, Virtualization, Security, Software tools and Automation.
  - o Experience in management of Internet-based real-time applications.
  - o Strong project management skills with multi-faceted teams.

### 9.3. Project and Service Management

This category includes the profiles that will be required to manage and run the upcoming infrastructure upgrade and migration projects. Constitution Hill will be looking for a partner with a proven track record in the successful implementation of large ICT infrastructure projects and with a strong pool of resources to support those activities.

#### **Project Manager:**

##### ▪Tasks:

- o General project management of an ICT Infrastructure project.
- o Report to the Constitution Hill CIO and project sponsor on the status of the project.

##### ▪Required skills:

- o Sound Project management experience (min. 5 years) with a proven track record.
- o Excellent consulting skills in terms of managing client expectations; being tenacious and inquisitive; proactive and a 'can do' attitude.
- o Proven experience within ICT infrastructure implementation, upgrade, and migration projects.
- o Considerable experience in ICT project methodologies, tools and methods;
- o Certification in a recognized Project Management methodology, PMP, PRINCE2, etc.
- o Excellent command of English, written and spoken.
- o Good interpersonal skills: communications skills, organizational skills and people management abilities and techniques.
- o Coordinate meetings with end users and work closely with the project owners, users, functional and technical teams.
- o Manage issues, risks, etc.
- o Create high quality project documents and charts.

## 10 SERVICE LEVELS AND PERFORMANCE TARGETS

This section outlines GGDA's expectations for Service Level Agreements and Performance Targets. In responding to this TENDER, you should provide details of how you manage SLAs and Performance Targets in existing managed service engagements and how you would adapt to the expectations of GGDA and Constitution Hill. The bidder may attach a draft sample SLA.

### 10.1. Criticality and Priority Matrices

Based on the ITIL framework, Constitution Hill has defined and uses criticality levels for Incident management and escalation, and has defined priority levels for Change Management. The Service Level Agreements that Constitution Hill will establish with its customers will reflect these matrices and will also underpin the SLAs that Constitution Hill will expect to establish with the Managed Services Provider for ICT Infrastructure.

#### **10.1.1. Impact**

Impact is common to both Incident Management and Change Management. The following table describes the levels of impact that are considered.

Rank	Description
<b>Severe</b>	Impact is Organizational wide or Multiple Business Units.
<b>Significant</b>	Impact affects Country(s) or Division(s) or Multiple Business Units
<b>Localised</b>	Single office or less than 20 users.

### 10.1.2. Incident Criticality

Constitution Hill uses the following matrix to determine the criticality of an incident or service failure. Within LANDesk, the same criticality levels are applied to incidents.

Incident Criticality		Impact		
		Severe (ConHill-wide)	Significant (Business Unit)	Localised (User Level)
Urgency	High	C1	C2	C3
	Medium	C2	C3	C4
	Low	C3	C4	C5

**Figure 1: Incident Criticality Matrix**

In the sections that follow, proposed SLAs and performance targets are given.

### 10.1.3. Change Priority

All Requests for Change have a Priority assigned that is based on the impact and urgency of the requested change. Impact is as described for Incidents.

### 10.1.4. Urgency

The following table describes the levels of urgency that are considered:

Rank	Description
Immediate	Organization disruption and /or degradation of business-critical services. Treat as Emergency change.
High	Severely affecting large numbers of users or some key users. No workaround available.
Medium	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade.
Low	A change is justified and necessary, but can wait until the next scheduled release/maintenance window or upgrade.

### 10.1.5. Priority Matrix

The following diagram shows how the combination of Impact and Urgency are used to assign Priority to a Change Request.

RFC Priority		Impact		
		Severe (ConHill-wide)	Significant (Business Unit)	Localised (User Level)
	Immediate	Emergency	Emergency	Major
	High	Major	Major	Minor

Urgency	Medium	Minor	Minor	Minor
	Low	Standard	Standard	Standard

**Figure 2: Priority Matrix**

The following table defines the Response Level that is expected for a Request for Change based on its Priority.

#### 10.1.6. Response Levels

The following table describes the response levels expected for RFCs based on their relative priority.

Response Level	Priority	Description
<b>C1</b>	Emergency	Organization disruption and /or degradation of business-critical services, <i>i.e. Emergency Change</i>
<b>C2</b>	Major	Severely affecting large numbers of users or some key users. No workaround available, <i>i.e. Urgent Change</i>
<b>C3, C4</b>	Minor	No severe impact but rectification cannot be deferred until the next scheduled release/maintenance window or upgrade, <i>i.e. Extended Scheduled Change or Urgent Change</i>
<b>C5</b>	Standard	All Non-Emergency changes, <i>i.e. Local, Preapproved and Scheduled</i>

It is important to realise that RFCs classified as Priorities of Emergency, Major, or Minor will result in an Emergency CAB as the implementation of the change cannot wait until the next scheduled release/maintenance window.

## 10.2. Objectives of Service Level Agreement

The objectives of these Service Level Agreements are to:

- Create an environment that is conducive to a co-operative relationship between the Managed Service Provider and Constitution Hill and to ensure the effective support of our end-users.
- Document the responsibilities of both parties.
- Ensure that Constitution Hill receives a high-quality service.
- Define the service level expected of the Managed Service Provider, thereby reducing the risk of misunderstanding.
- Institute a formal system of objective service level monitoring and measurement, thereby ensuring that reviews of the SLAs are based on factual data.

### 10.2.1. Service Level Monitoring

- The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the services provided.
- Service factors must be meaningful, measurable, and monitored constantly.
- Service level monitoring will be performed by the Managed Service Provider. Report will be produced as and when required and forwarded to Constitution Hill for review.
- Service level monitoring and reporting is performed on response times as outlined in the



following sections.

### 10.3. Service Level Agreement for Infrastructure Support Activities

The following are considered as the baseline service levels and performance targets for Infrastructure Support and Maintenance activities. All times are assumed to be working hours based on the locations where the service is provided. We would encourage you to propose mechanisms whereby Constitution Hill could extend the hours of service given to our user community.

#### 10.3.1. Level 2 Response Time (time to intervene for incidents)

**Definition:** The time from when Bidder's Help/Service Desk assigns an incident to the service provider, to the time the service provider responds confirming to the incident originator that the incident has been assigned to an appropriate functional/technical analyst and is being worked on.

Criticality	Support type	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	on-site	15 mins	15 mins	15 mins
	on-call	15 mins	30 mins	15 mins
C2, C3	on-site	60 min	60 mins	60 mins
	on-call	60 min	120 mins	60 mins
C4, C5	on-site	120 mins	120 mins	120 mins
	on-call	next business day	next business day	next business day

Figure 3: Level 2 Response Time

#### 10.3.2. Level 2 Restore Target (time to resolve incidents)

**Definition:** The time from when Global Service Desk assigns an incident to the service provider, to the time that the service is resumed, a workaround is agreed, or a Problem remediation plan is agreed.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours	95% within 2 hours; 100% within 8 hours
C2, C3	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours	95% within 4 hours; 100% within 12 hours
C4, C5	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours	95% within 8 hours; 100% within 16 hours

Figure 4: Level 2 Restore Time

#### 10.3.3. Problem Management, Root Cause Analysis, and Proposed Remediation Plan

**Definition:** The time taken for root cause analysis to be completed and an appropriate remediation plan to be proposed for the relevant service level and criticality.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days	95% within 5 days; 100% within 10 days
C2, C3	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days	95% within 10 days; 100% within 5 days
C4, C5	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 20 days	95% within 10 days; 100% within 15 days

**Figure 5: Problem Management Remediation Target**

#### 10.3.4. Service Request Response Time (time to intervene for service requests)

**Definition:** The time (in core working hours) from when Global Service Desk assigns the Service Request to the service provider, to the time the service provider responds confirming to the RFS/RFI originator that the Service Request has been assigned to an appropriate functional/technical analyst and is being worked on.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	1 hour	4 hours	4 hours
C2, C3	4 hours	8 hours	8 hours
C4, C5	8 hours	16 hours	16 hours

**Figure 6: Service Request Response Time**

#### 10.3.5. Information Request Resolution Target

**Definition:** The time taken for an RFI to be answered with the appropriate information.

Criticality	Server Room, Network & LAN	IMAC, Desktop	Messaging
C1	95% within 2 hours; 100% within 1 day	95% within 4 hours; 100% within 2 days	95% within 16 hours; 100% within 10 days
C2, C3	95% within 4 hours; 100% within 2 days	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 10 days
C4, C5	95% within 8 hours; 100% within 4 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 10 days

**Figure 7: Information Request Resolution Targets**

#### 10.3.6. Service Level Compliance

Service level compliance will be measured and reported monthly and will be calculated as the percentage of items within the agreed target level to the total number of items. For example:

$$\text{Response \%} = \frac{\text{Number of calls responded to within stipulated response time}}{\text{Total number of calls received in the month}} \times 100$$

On completion of the transition to steady state managed services operation, the compliance levels may be used to manage the performance regime, including penalties for poor service achievement.

### 10.4. Service Level Agreement for Infrastructure Development Activities

The following are considered as the baseline service levels and performance targets for Infrastructure Development activities.

#### 10.4.1. Work Request Response Time (time to intervene for change requests)

**Definition:** The time from when a Work Request is received at the service provider, to the time the service provider responds confirming to the originator that the Work Request has been assigned to the appropriate functional/technical resource and is being analysed.

Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	1 hour	1 hour	1 hour
Major	4 hours	4 hours	4 hours
Minor	8 hours	8 hours	8 hours
Low	16 hours	16 hours	16 hours

**Figure 8: Level 3 Work Request Response Time**

#### 10.4.2. Change Plan Response time

**Definition:** The time taken for a Work Request to be fully analysed, estimated, and priced and a proposed change plan ready for presentation to the CAB for approval.

Priority	Server Room, Network & LAN	IMAC, Desktop	Messaging
Emergency	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day	95% within 2 hours; 100% within 1 day
Major	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days	95% within 4 hours; 100% within 2 days
Minor	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days	95% within 8 hours; 100% within 4 days
Low	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days	95% within 16 hours; 100% within 8 days

**Figure 9: Change Plan Response Time**

#### 10.5. Service Availability Targets

The Managed Service Provider will be responsible for the overall “up time” of the ICT Infrastructure covered by this TENDER. The following target levels are provided as a guidance to the level of service that would be expected.

Criticality	Server Room, Network &	IMAC, Desktop	Messaging
Core Hours	99.95%	n/a	99.95%
Non-core Hours	99.95%	n/a	99.95%

**Figure 10: Availability targets (percentage up-time)**

## 11 TENDER TECHNICAL RESPONSE

This section outlines how we would like you to structure your technical response to this TENDER. Following the outline of this section will allow us to evaluate all submissions on an equal footing and thus determine the most appropriate solution for Constitution Hill. As will be seen from the Price Component, Constitution Hill is looking for a fully integrated solution for ICT Infrastructure Managed Services that can be delivered via a phased and modular approach.

Ref	Subject Heading	Sub-heading	Information Required
1		Overall capability statement	Please provide information on your Infrastructure Managed Services capability in general and how this is integrated into your overall business model.
2		Information Security Policy	To the extent possible without compromising your own security, please provide details of your Company's Information Security Policy and specifically how this relates to the delivery of Infrastructure Managed Services. Please provide a copy of those aspects of your ISP that are relevant to this TENDER.
3	Infrastructure Managed Services Capability	Managed Services capability statement	Please give details of the technical and functional capabilities of your infrastructure managed services operation. You should address your ability to cover the specific infrastructure landscape at Constitution Hill.
4		Tools and Processes	Provide details of the additional tools and processes that you have at your disposal to enhance the provision of infrastructure support, maintenance, and development. In the Technical Proposal, you should indicate if these tools are provided at no additional charge or if Constitution Hill would be expected to license these tools. In the latter case, please ensure that the relevant cost information is contained in the Price Component only.
5		Solution Testing and Quality	Constitution Hill is looking to engage a Managed Service Partner who will be able to improve the overall quality of our infrastructure services and maintain high quality solutions over time. To this end, you should provide information on your infrastructure testing and quality assurance facilities and how these would be integrated into the overall Infrastructure Managed Service.
6		Managed Services Framework	Constitution Hill believes that the overall Infrastructure Managed Services will be delivered as two distinct components and that this should be reflected in both the technical and price submissions. It is GGDA's preference to engage a single service provider for all infrastructure managed services.

7		Infrastructure Support and Maintenance component	<p>Please provide specific details of the operational aspects of your Infrastructure Support and Maintenance capabilities. This could include:</p> <ul style="list-style-type: none"> <li>▪ Your ability to integrate into our existing ICT Customer Services and Service Hubs, i.e. co-locating staff with Constitution Hill;</li> <li>▪ Your capacity to provide support and maintenance capacity outside the hours that will be covered by Constitution Hill staff – to pick up and respond to critical incidents outside normal working hours;</li> <li>▪ Business process that you already have in place where you feel there would be an advantage to</li> </ul>
Ref	Subject Heading	Sub-heading	Information Required
			<p>Constitution Hill to adopt;</p> <ul style="list-style-type: none"> <li>▪ Technologies covered and how these align with the application landscape of Constitution Hill.</li> <li>▪ Your ability to meet and exceed the SLAs suggested in this TENDER. You should also include any other details that you think will be important to Constitution Hill in our evaluation of your offer.</li> </ul>
8		IMAC component	<p>Please provide specific details of how you will deliver this service at Constitution Hill. How you will endeavour to provide Constitution Hill with as predictable a service and cost model as possible. We are specifically interested in seeing the charging mechanism.</p> <ul style="list-style-type: none"> <li>▪ Fixed cost per IMAC service (each service being provided at a pre-agreed cost)</li> <li>▪ Ticket based (fixed price per ticket, variable number of tickets per service)</li> <li>▪ Hourly rate (with or without an agreed time allocation per service).</li> <li>▪ We are also interested in an option that would allow us to purchase in advance a quantity of IMAC units and then use them as and when required. Over time, it may be possible to fix an agreed lower threshold of IMAC units per month – which would also allow you as the Managed Service Provider to predict a minimum staffing level for this service.</li> </ul>
9		Infrastructure Service Development component	<p>Please provide specific details of the operational aspects of your Infrastructure Service Development capabilities. This could include:</p> <ul style="list-style-type: none"> <li>▪ Your capacity to provide development capacity outside the hours that will be covered by Constitution Hill staff – to pick up and respond to critical Work Orders or RFSs outside normal working hours;</li> <li>▪ Business process that you already have in place where you feel there would be an advantage to Constitution Hill to adopt;</li> <li>▪ Technologies covered and how these align with the infrastructure landscape of Constitution Hill.</li> </ul>

<b>10</b>	Case Studies and Reference Sites	Reference Sites	<ul style="list-style-type: none"> <li>▪ Provide a minimum of three (3) reference sites that Constitution Hill can contact to assist in the evaluation of your performance on existing managed services engagements.</li> <li>▪ Please ensure that you provide full contact details of each of the reference sites. Constitution Hill reserves the right to contact these references directly and without your intervention.</li> </ul>
<b>11</b>	Managed Services Life Cycle	Service Definition Phase	Provide information on how you intend to finalize the scope of the managed services contract. Please refer to the contract section of this TENDER and ensure that your response to this section covers the practical aspects of the service definition.

<b>Ref</b>	<b>Subject Heading</b>	<b>Sub-heading</b>	<b>Information Required</b>
<b>12</b>		Service Transition Phase	Provide details and information about how you would propose to transition the existing outsourced services to your responsibility under the managed services contract. This should clearly indicate the expected timelines and dependencies in meeting those timelines. A high-level project plan should be included showing the optimum transition period. How the existing opened and closed tickets will be migrated to the new ticketing system
<b>13</b>		Service Delivery and Management Phase	Provide details on how you will manage the day-to-day (steady-state) operation and delivery of the Managed Service once the transition phase is complete. You should indicate the level of staffing you would expect to have and indicate what proportion of the staff would be on premise and off-site (your premises).
<b>14</b>		Service Performance, Measurement, and Monitoring	Provide details on how you will measure the performance of the managed service and what monitoring mechanisms must be in place to ensure that this is done.
<b>15</b>		Service Improvement	Provide details on how you would implement service improvements over time and how these improvements could benefit Constitution Hill. Any service improvements that would impact the terms of deliverables of the managed service contract could require modifications to the contract itself and how this would be done should be addressed in your contractual response.

16		Service Termination	Explain how you would transfer the Infrastructure Services to another managed services partner if Constitution Hill decided not to renew the contract with your company at the end of the agreed term - or for any other reason prior to the normal end of contract term. What would be the minimum (practical rather than legal) time required to successfully transition all managed services you have envisaged to an alternative provider? Please provide a high-level transition-out plan that would indicate the timelines and significant milestones to wind down this service and transition to another company.
17	Managed Services Governance	Escalation process	Provide details of the escalation processes that should be followed to deal with: <ul style="list-style-type: none"> <li>Operational aspects of the services provided under this contract;</li> <li>Strategic and tactical aspects that will need to be addressed by senior management on both sides.</li> </ul>
18		Single Point of Contact	Provide details of who you would propose to be the single point of contact for all operational aspects of this contract before any escalation occurs. Would you propose one person to be the SPOC for all aspects of the Infrastructure services or split this by area?

## 12 CONTRACTUAL RESPONSE

GGDA believes that final contract negotiation will be an important activity before initiating the transition to Infrastructure Managed Services. To avoid a protracted legal negotiation phase (following the technical and commercial evaluations), GGDA would like to identify any legal impediments to awarding a contract as early as possible in the evaluation process.

This section outlines how we would like you to structure your contractual response to this tender

### 12.1. General Terms and Conditions for the Provision of Services

- 12.1.1. The successful Tenderer shall only be entitled to render services and/or provide goods to Constitution Hill once a separate written contract, which will be aligned to "GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT". (Please visit <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx> ) for further information issued in 2010 in this respect), has been signed by both the Tenderer and GGDA, whereupon the Request for Proposal and tender response will cease to have force and effect. Acceptance of, and compliance with, these Ts & Cs **is considered a prerequisite** for establishing any contract with GGDA.
- 12.1.2. As a rule, GGDA does not accept any changes or amendments to the GGDA General Terms and Conditions for the Provision of Services, but also recognizes that the nature of an ICT Managed Services Agreement may require the inclusion of certain clauses not found in the standard document.
- 12.1.3. If there are any articles in the GGDA General Terms and Conditions for the Provision of Services that you feel you will be unable to accept in their current form, please identify them stating your reasons and providing an alternative wording that you feel would be acceptable to GGDA. Constitution Hill, with the assistance of the GGDA Group Legal Services will review these comments and determine if they are, indeed, acceptable to the organization. In doing so we would

hope to avoid a protracted negotiation late in the contract award process only to find that we are unable to come to agreement and that we must look elsewhere for a managed service provider.

12.1.4. Review of the legal component of the TENDER response will be carried out in parallel to the technical evaluation.

12.1.1. The successful tenderer will assume sole responsibility, regardless of any third party or subcontracting agreements it may enter.

12.2.1.

## **12.2. Contract Term**

12.2.1. GGDA plans on awarding a three-year contract to the preferred Managed Services Provider because of the evaluation of the responses to this TENDER

## **12.4. Payment Mechanism**

12.4.1. GGDA will be looking for commercial arrangements that result in an understandable and predictable cost to the organization. The pricing schedule must be:

- ☐ Simple to explain;
- ☐ Simple to operate – allowing for automated measurement and validation processes;
- ☐ Amenable to changes in scope and requirements;
- ☐ Able to cover “options” or variations in scope that could be proposed;
- ☐ Linked directly to cost drivers;
- ☐ Designed to be sensitive to both Constitution Hill and the Managed Services Provider;
- ☐ Ensure long-term value for money.

12.4.2. Your pricing model must clearly support the three specific on-going activities:

- ☐ Regular on-going support and maintenance – to be charged at an agreed monthly rate.
- ☐ IMAC – to be charged based on a predefined rate card or ticketing mechanism.
- ☐ Ad-hoc, work order or project-based tasks – to be charged based on the scope and deliverables of each work package.

12.4.3. As this will be a long-term arrangement and GGDA does not wish to renegotiate the price component each year, you should outline how you will ensure on-going value for money to GGDA over the duration of the contract (three years). You should outline how you would factor into the pricing model such things as:

- ☐ Exchange rate fluctuations (if your price proposal is not in South African Rands);
- ☐ Variations in consumer price indices and inflation/deflation;
- ☐ Efficiency gains as the Managed Services Provider becomes more familiar with the applications.

## **12.5. Performance Regime**

12.5.1. Please outline how you will link payment for services provided against satisfactory performance of those services. In particular, GGDA is interested in mechanisms which award “service credits” to Constitution Hill in the event of poor performance and which could, ultimately, be linked to contract termination for poor performance.

12.5.2. For regular on-going support and maintenance, GGDA may be paying based on a fixed monthly fee. In such a case, we would expect poor performance to be linked with a reduction in monthly fee or a credit towards the following month.



12.5.3. While GGDA is not looking to unduly penalise the Managed Service Provider, we are looking at ways to promote good performance while having some level of potential risk to the supplier in the event of on-going poor performance. We will be looking to the Managed Service Provider to propose a manageable and meaningful set of Key Performance Indicators (KPIs) that can be used to measure performance on an on-going basis.

12.6. **Change Management**

12.6.1. It is inevitable that some level of change will occur in the Contract for Managed Services over the duration of the contract. Please outline the Change Control procedures you would expect to follow to implement a change in the Service Contract itself.

- 12.6.2. GGDA would be keen to agree up-front on as many of the likely changes as possible. This may include:

- ☐ How increases or decreases in overall scope would be reflected in the corresponding charges;
- ☐ Clarification of clauses or rate tables that were not clearly understood by one party at the time of contract signature;
- ☐ Streamlining of working procedures that are embedded in the contract.

## 12.7. Governance and Reporting

- 12.7.1. Your proposal should clearly outline the governance procedure that will be used to manage the relationship between Constitution Hill and the Managed Service Provider at various levels:

- ☐ **Operational:** how day-to-day relationships will be managed between Constitution Hill staff and the staff of the Managed Service Provider;
- ☐ **Tactical:** how shared responsibility on project and work order delivery will be managed;
- ☐ **Strategic:** Formal governance at the level of the Constitution Hill CIO and their counterpart within the Managed Service Provider's organization.

- 12.7.2. Reporting requirements are outlined elsewhere in this TENDER (see Section 11), but should also be formally defined in the Contract for Managed Services. At a minimum, we would expect the contract to specify:

- ☐ The frequency of submission of regular reports on performance against contracted service levels, targets, KPIs etc.;
- ☐ The frequency of meetings to review of the supplier's performance and who should attend such meetings;
- ☐ The contract should also identify the key representatives of both parties (by function) and to provide full contact details as an annex that can be updated as needed.

## 12.8. Exit Provisions

- 12.8.1. Your submission must clearly specify the exit provisions if the contract is not extended beyond the initial period, or in which it is terminated prior to the originally agreed end date.

- 12.8.2. Your submission should also address how the cessation of an infrastructure or service originally within the agreed scope is handled (e.g. equipment becoming obsolete; Constitution Hill deciding to manage the application independently of the main contract).

- 12.8.3. On termination of the managed service contract it must be clear that:

- ☐ All data and code provided to the partner will be returned to Constitution Hill;
- ☐ Any assets (software, hardware) provided to the partner will be returned to Constitution Hill; The outgoing partner will assist Constitution Hill to transition to a new partner providing knowledge transfer and other services to ensure a no impact transition.

- 12.8.4. Constitution Hill / GGDA would expect to draw up an "exit plan" early in the engagement that clearly identifies the obligations of each party and the time required to execute that plan.

## **12.9. Staff Management**

- 12.9.1. The Managed Service Provider is responsible for the staff resources it allocates to Constitution Hill.
- 12.9.2. The Managed Service Provider must ensure that all staff providing critical functions have a pre-assigned backup who can intervene should the primary resource be absent for any reason.
- 12.9.3. All changes of staff resources (on-site or off-shore) from the Managed Service Provider must be notified to Constitution Hill in advance and with sufficient time to transition to the replacement without any impact on on-going service delivery. Any costs in this knowledge transfer will be borne by the Managed Service Provider.
- 12.9.4. Frequent changes to staff resources are to be avoided and may be considered as a factor in poor performance.
- 12.9.5. The Service Delivery Manager should maintain a register of all staff assigned to Constitution Hill. This will include names, user ids, locations, access privileges, etc. The Managed Service Provider must ensure that system admin passwords are changed following a change in staff resources.

## **12.10. Sub-contracting**

Subcontracting should be completed as per "PART C, SBD6.1, paragraph 7" of this tender document and bidder must submit proof of subcontracting arrangement between the main tenderer and the subcontractor. GGDA reserve the right to request more documentation on the subcontracted entity.

## **12.11. Asset Ownership**

- 12.11.1. Constitution Hill's current policy is that it should retain ownership of and purchase its assets used in its delivery of ICT services, including equipment and software licenses. Constitution Hill is willing to allow suppliers to access such assets to the extent necessary to perform their obligations under this Managed Service contract.
- 12.11.2. Constitution Hill intends to retain the ownership and control of all assets (hardware and software) and to manage the on-going relationship with the respective vendors. At an operational level, the Managed Service Provider would be expected to deal with the vendors for product support, incident and problem management.

## **12.13. Data Security and Data Protection**

- 12.13.1. Constitution Hill stores and processes large amounts of sensitive data about vulnerable individuals and takes very seriously its obligation to protect such data from unauthorized and improper access, use, or dissemination.

## **12.14. Code of Conduct**

- 12.14.1. Signature of and adherence to the GGDA and Constitution Hill Code of Conduct is an obligation of all Constitution Hill employees, contractors, volunteers, and another affiliated workforce.
- 12.14.2. This same obligation will be required of the employees of the Managed Service Provider.

## **12.15. Non-Disclosure Agreements**

- 12.15.1. By the nature of the work expected under this Managed Service Contract, your staff is likely, as part of their normal day-to-day work, to be exposed to sensitive data. All contractor staff working on this contract (whether on-site or off-shore) will be expected to sign a nondisclosure agreement for data protection purposes.
- 12.15.2.

## **13 TENDER PRICES**

This section outlines how we would like you to structure your commercial response to this TENDER. As explained in the covering letter for this TENDER, it is essential that your commercial response be provided separately. The technical response must not contain any commercial information and to do so will be grounds for disqualifying your submission.

### **13.1. Modular price structure**

To allow for a phased and possibly modular introduction and implementation of ICT Infrastructure Managed Services to all locations, you should provide a price breakdown by component and location. A matrix has been provided as a guide and your compliance with this matrix will greatly facilitate the comparison of all offers received.

### **13.2. Transition Phase**

GGDA recognizes that a transition phase is required at the beginning of the contract and that additional costs may be incurred during this ramp-up period. However, for ease of comparison, any transition costs must be included as part of the overall costs of the first year of operation.

### **13.3. Infrastructure Support and Maintenance component**

Based on the information contained in this TENDER, you should submit a comprehensive price quotation for the provision of an Infrastructure Support and Maintenance Managed Service. Your price quotation should be as detailed as possible to allow GGDA to make a fair evaluation and comparison with other submissions.

If your offer contains price variations these should be clearly indicated – the minimum level required to meet our expectations. Optional items must be priced separately so that they can be isolated for price comparison purposes.

GGDA is expecting to see a fixed and variable component for this service whereby the basic and on-going service level can be determined in advance while surges in support or maintenance activities may require the Managed Service Provider to match this demand with additional capacity.

### **13.4. IMAC component**

Based on the information contained in this TENDER, you should submit a comprehensive price quotation for the provision of Infrastructure IMAC Services. We would expect your offer to include different categories of IMAC services, each with a fixed unit price per call off.

If you prefer you may also include this component as a fixed price offer irrespective of volume, in which case it will become part of the overall Infrastructure Managed Service (above).

Your price quotation should be as detailed as possible to allow Constitution Hill to make a fair evaluation and comparison with other submissions.

### **13.5. Infrastructure Development component**

Based on the information contained in this tender, you should submit a comprehensive price quotation for the provision of an Infrastructure Service Development Managed Service.

Your price quotation should be as detailed as possible to allow Constitution Hill to make a fair evaluation and comparison with other submissions. Service Development is demand driven but often constrained by

budget and occasionally by the availability of technical or functional resources. We believe we can resolve the issue of resources by moving to a managed service delivery model. To be able to plan budget requirements on a reasonable basis, we would be looking to a Managed Service Provider that operates off a consistent rate card and delivery schedule.

## 1. EVALUATION CRITERIA

**In line with Preferential Procurement Regulation 2022 (PPR, 2022).** The evaluation of responsive Tender offers shall be on the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Preferential Procurement Special Goals in line with the Preferential Procurement Regulations, 2022.

The procedure for the evaluation of responsive tenders will be as follows: -

- 1<sup>st</sup> Stage – Administrative compliance
- 2<sup>nd</sup> Stage - Functionality
- 3<sup>rd</sup> Stage - Price & Preferential Procurement Goals (for bidders who met the minimum required functionality points of 70)

### 1<sup>st</sup> Stage - ADMIN COMPLIANCE

Admin compliance will cover all the requirement as per bid document which include review of completion of all document's submission of all compulsory required information and adherence to the tender invitation including attendance to compulsory briefing session.

### 2<sup>nd</sup> Stage - FUNCTIONALITY

FUNCTIONALITY & CAPABILITIES	Evidence/ supporting information required	Maximum Points	Points scored
<b>1. OVERALL CAPABILITY STATEMENT</b> <b>Note: The bidder is required to provide a proposal of their company's suitability with respect to its capacity/ability to execute and deliver on the project; your proposal should address the following:</b> <ul style="list-style-type: none"> <li>• Describe how your firm is positioned to provide the services. This must be substantiated by Managed Service Capability Statement and Service Management Process and how this is aligned to Service Desk = <b>15 Points</b></li> <li>• Demonstrates capacity to perform Fully Managed Services for Email and Collaboration Services = <b>5 Points</b></li> <li>• Demonstrates capacity to perform Fully Managed Services for Server Room Services, Cloud Services, ICT Security = <b>5 Points</b></li> <li>• Demonstrates capacity to perform Fully Managed Services for ICT asset management and Cloud Backup services / Disaster Recovery = <b>5 Points</b></li> </ul>	<ul style="list-style-type: none"> <li>• Bidder is required to submit a comprehensive proposal to be submitted addressing all the requirements of the Technical Specifications in a structured manner.</li> <li>• Bidder to follow the guideline as provided under scope of work with clear headings</li> </ul>	<b>30</b>	
<b>2. Bidders' experience in providing similar solutions (Fully managed ICT support Services have recently been implemented with similar criteria).</b>	<ul style="list-style-type: none"> <li>• Provide a minimum of five (5) signed and dated reference sites that GGDA can contact to assist in the evaluation of your</li> </ul>	<b>15</b>	

FUNCTIONALITY & CAPABILITIES	Evidence/ supporting information required	Maximum Points	Points scored
<p><b>NB: Reference letter should not be more than 1 year old, at date of submission.</b></p> <ul style="list-style-type: none"> <li>• 5 Reference letters = <b>15 points</b></li> <li>• 4 Reference letters = <b>12 points</b></li> <li>• 3 Reference Letters = <b>9 points</b></li> <li>• 2 Reference Letters = <b>6 points</b></li> <li>• Less than 2 reference letters = <b>0 point</b></li> </ul>	<p><b>performance on existing managed services.</b></p> <ul style="list-style-type: none"> <li>• Please ensure that you provide full contact details of each of the reference sites. <b>GGDA reserves the right to contact these references directly and without your intervention and if your referee does not confirm the information provided, the reference will not be considered.</b></li> </ul>		
<p><b>3. BIDDER'S - VENDOR CERTIFICATION</b></p> <ul style="list-style-type: none"> <li>• Microsoft Cloud Solutions Provider <b>Minimum Silver (CSP) = 15 points</b></li> <li>• Microsoft Gold Partner = <b>5 points</b></li> <li>• None of the above = <b>0 points</b></li> </ul>	<p><b>Microsoft Certificates, Certified by Commissioner of Oaths not more than 6 months' old</b></p>	<p><b>15</b></p>	
<p><b>4. STAFF, CV's, CERTIFICATION AND EXPERIENCE REQUIRED</b></p> <p><b>4.1 Project and Service Delivery Manager</b></p> <p>Provide CV and details of who you would propose to be the single point of contact for all operational aspects of this contract before any escalation occurs.</p> <p>Must have experience in IT, Change Management, Project Management, Customer Service experience with ITIL or COBIT in managing similar account/s, with minimum 5 years' experience.</p> <ul style="list-style-type: none"> <li>○ <b>More than 10 years' experience = 5 Points</b></li> <li>○ <b>8 years to than 10 years' experience = 3 Points</b></li> <li>○ <b>5 years to less than 8 years' experience = 2 points</b></li> <li>○ <b>Less than 5 years' experience = 0 point</b></li> </ul> <p><b>4.2 Senior Infrastructure/Network Specialist:</b></p> <p>Performs complex design, engineering, implementation, maintenance, and upgrade of the servers, local area network (LAN) and/or wide area network (WAN), and/or security infrastructure located at Constitution Hill.</p> <p>Provide CV of the resource that will be dedicated to the project must be accompanied by copy of MCSE certificate</p>	<p><b>NB: Attach Diploma or Degree in IT</b></p> <p><b>Supported by either of the following certificates:</b></p> <ul style="list-style-type: none"> <li>-</li> <li>• <b>Agile Certificate</b></li> <li>• <b>ITILv3 Certificates</b></li> <li>• <b>Prince2 Certificate</b></li> </ul> <p><b>NB: Attach CV and Certified copies of MCSE Core Infrastructure, certified by the commissioner of oaths, stamp not older by 6 months.</b></p>	<p><b>5</b></p> <p><b>5</b></p>	

FUNCTIONALITY & CAPABILITIES	Evidence/ supporting information required	Maximum Points	Points scored
<ul style="list-style-type: none"> <li>○ <b>More than 8 years' experience = 5 Points</b></li> <li>○ <b>5 years to less than 8 years' experience = 3 Points</b></li> <li>○ <b>3 years to less than 5 years' experience = 2 points</b></li> <li>○ <b>Less than 3 years' experience = 0 point</b></li> </ul> <p><b>4.3 Microsoft Active Directory and Exchange Server Specialist:</b> Provide technical leadership, standards and best practices during infrastructure design and build phases of the Microsoft Active Directory service. Work with the Applications and Infrastructure teams to ensure all proprietary and third-party applications properly integrate with Microsoft Active Directory and Exchange Server services</p> <ul style="list-style-type: none"> <li>○ <b>More than 10 years' experience = 5 Points</b></li> <li>○ <b>8 years to less than 10 years' experience = 3 Points</b></li> <li>○ <b>5 years to less than 8 years' experience = 2 points</b></li> <li>○ <b>Less than 5 years' experience = 0 points</b></li> </ul> <p><b>4.4 Microsoft Systems Specialist:</b>  Provide Desktop Support and expertise for any project that requires integration with Microsoft Windows Servers and Desktop, and/or Microsoft Office.</p> <ul style="list-style-type: none"> <li>○ <b>More than 5 years' experience = 5 Points</b></li> <li>○ <b>3 years to less than 5 years' experience = 3 Points</b></li> <li>○ <b>1 year to less than 3 years' experience = 2 points</b></li> <li>○ <b>Less than 1 years' experience = 0 points</b></li> </ul>	<p><b>NB: Attach CV and Certified copies of MCSE Core Infrastructure and MCSE Productivity Solution Expert, certified by the commissioner of oaths not older by 6 months.</b></p> <p><b>NB: Attach CV and Certified copies of MCSA or equivalent , certified by the commissioner of oaths not older by 6 months</b></p>	<p><b>5</b></p> <p><b>5</b></p>	
<p><b>5. IT Transition and Helpdesk Support</b></p> <ul style="list-style-type: none"> <li>• Provide your Helpdesk Support Centre Methodology, with support call resolution procedure, from First line support to third line support aligned with ITIL processes. Please describe how are you going to transition from the current open/closed tickets to your system = <b>5 points</b></li> <li>• Project Plan and Process flow of the Helpdesk (Tier1-3) = <b>5 points</b></li> </ul>	<ul style="list-style-type: none"> <li>• <b>Provide details and information about how you would propose to transition from the existing outsourced services to your responsibility under the managed services contract.</b></li> <li>• <b>This should clearly indicate the expected timelines and dependencies in</b></li> </ul>	<p><b>10</b></p>	



<b>FUNCTIONALITY &amp; CAPABILITIES</b>	<b>Evidence/ supporting information required</b>	<b>Maximum Points</b>	<b>Points scored</b>
	meeting those timelines. A high-level project plan should be included showing the optimum transition period.		
<b>6. SKILLS TRANSFER</b> <ul style="list-style-type: none"> <li>Skill transfer plan Including Full Documented stages as per scope of work areas. Clearly outline how will you transfer knowledge to Constitution Hill Team = <b>1 - 10 Points</b></li> </ul>	Provide a detailed plan in terms of how skill transfer will be done to <b>GGDA/Constitution Hill</b>	<b>10</b>	
<b>TOTAL POINTS</b>		<b>100 POINTS</b>	
<b>MINIMUM THRESHOLD</b>		<b>70 POINTS</b>	

**NB: Bidders must achieve the minimum points scored of 70 points out of 100 points to be evaluated on the stage of price & Preferential Procurement Goals.**

### 3<sup>rd</sup> Stage - Price & Preferential Procurement Special Goals Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.

Preferential Procurement Goals & Price will be evaluated according to the preference point system of 80/20 as outlined below.

	Preferential Procurement Goals	Yes/NO	Weight = 20 points if R50 000 000 and less
			Number of Points
1	B-BBEE Status Level of Contributor 1	10	
2	The tenderer must be an entity which is at least 51% owned by black people who are youth.	5	
3	The tenderer must be an entity which is at least 51% owned by black people who are women.	5	
	<b>TOTAL POINTS FOR SPECIAL GOALS</b>	<b>20</b>	
	<b>PRICE</b>		<b>= 80 points if R50 000 000 and less</b>
	<b>TOTAL PREFERENTIAL PROCUREMENT GOALS &amp; PRICE</b>		<b>100</b>

**THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

The following must be submitted as supporting evidence for meeting the above preferential procurement targets:

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificates issued by SANAS accredited agency or Valid Sworn affidavit thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- **NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**
- AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: -

- Tenderers other than EMEs must provide B-BBEE Certificate from verification agencies accredited by SANAS; or
- Tenderers who qualify as EMEs, must provide Valid sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

## **VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES**

- Verification agencies accredited by SANAS
  - These certificates are identifiable by a SANAS logo and a unique BVA number.
  - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee> default.
  - The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
  - ✓ The name and physical location of the measured entity;
  - ✓ The registration number and, where applicable, the VAT number of the measured entity;
  - ✓ The date of issue and date of expiry;
  - ✓ The certificate number for identification and reference;
  - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
  - ✓ The name and / or logo of the Verification Agency;
  - ✓ The SANAS logo;
  - ✓ The certificate must be signed by the authorized person

**FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2nd Envelop)**

**SBD 3.3**

**PRICING SCHEDULE  
(Professional Services)**

**Name of bidder.....Bid number: GGDA/05/2022-2023/CONHILL ICT**  
**Closing Time: 11:00** **Closing date: 23<sup>rd</sup> October 2023**

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.**

Bidders need to price their proposal in detail as per scope of work and deliverables expected

<b>Description of Service</b>	All services applicable to the tender – including but not limited to: <ul style="list-style-type: none"> <li>- LAN (Management of all local area network devices and cabling).</li> <li>- Internet connectivity (Management of all internet connectivity and bandwidth management) and provision of <b>1GBPS fibre Internet connectivity</b>.</li> <li>- Servers (Management and maintenance of all physical and virtualised servers and SAN).</li> <li>- Workstations and desktops (User support, workstation and printer support).</li> <li>- Core network services (Support and maintenance of DNS, DHCP, Active Directory, antivirus, WSUS, file sharing, printer sharing, SQL, web proxy, firewall, Mimecast, video conferencing).</li> <li>- Vendor management</li> <li>- Disaster Recovery management, support and two annual successful tests.</li> <li>- Full-time person onsite at the Constitution Hill.</li> <li>- Software management and licencing.</li> <li>- Support with compliance and keeping up to date with latest IT technologies and trends.</li> </ul>		
	<b>Cost per month (including VAT)</b>	<b>Total cost for the year (including VAT)</b>	
<b>YEAR 1</b>			
<b>YEAR 2</b>			
<b>YEAR 3</b>			
<b>TOTAL COST FOR THE CONTRACT</b>			

**Costing should be separated for the following: -**

- Once-off costs
- Weekly charges, if any and
- Monthly charges
- Adhoc services should also be costed separately, and details be provided, e.g., call out fees after hours, etc.

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**NB: Pricing proposal must include all costs to execute the scope of work, including taxes.**

# **PART B**

# **DECLARATION OF INTEREST**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM\

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

<sup>2</sup> 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.



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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of bidder**

**B2: THE NATIONAL INDUSTRIAL PARTICIPATION  
PROGRAMME (CHOOSE ONLY IF APPLICABLE)**

**This document must be signed and submitted together with your bid**

## INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
  - a) Any single contract with imported content exceeding US\$10 million. Or
  - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
  - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
  - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

### 3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

### 4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

<b>Bid Number</b> _____	<b>Closing Date</b> _____
<b>Name of Bidder</b> _____	
<b>Postal</b> _____	<b>Address</b> _____
_____	
<b>Signature</b> _____	<b>Name</b> _____ <b>Date</b> _____

# **PART C – PREFERENCE POINT SYSTEM**

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- (a) The applicable preference point system for this tender is the **80/20** preference point system.
- (b) **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

**80/20**

$$P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### **4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	10	
B-BBEE Status Level of Contributor 2	0	
B-BBEE Status Level of Contributor 3	0	
B-BBEE Status Level of Contributor 4	0	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	5	
The tenderer must be an entity which is at least 51% owned by black people who are women.	5	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black	N/A	



The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
people.		
<b>TOTAL POINTS FOR SPECIAL GOALS</b>	<b>20</b>	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

# PART D

## **D1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID**

### **1. Definitions:**

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

## **2. Interpretation**

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicate a contrary intention: -
- 2.2 An expression which denotes
- any gender includes the other gender;
  - a natural person included an artificial or juristic person and vice versa;
  - the singular includes the plural and vice versa;
- 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
- 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
- 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
- 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
- 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
- 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
- 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favourable bid or, If fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;
- 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

#### Bidder's Information

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

## **D2: GENERAL CONDITIONS OF CONTRACT (GGDA)**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.
- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Delivery and documents
9. Insurance
10. Transportation
11. Incidental services
12. Warranty
13. Payment
14. Prices
15. Contract amendments
16. Assignment
17. Subcontracts
18. Delays in the supplier's performance
19. Penalties
20. Termination for default
21. Force Majeure
22. Termination for insolvency
23. Settlement of disputes
24. Limitation of liability
25. Governing language
26. Applicable law
27. Notices
28. Taxes and duties
29. National Industrial Participation Programme (NIPP)



## GENERAL CONDITIONS OF CONTRACT (GGDA)

### 1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 “Contract price” means the price payable to the service provider 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 “Day” means calendar day.
- 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.8 “Force majeure” means an event beyond the control of the service provider and not involving the service provider’s fault or negligence and not foreseeable.  
  
Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 “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.
- 1.10 “GCC” means the General Conditions of Contract.
- 1.11 “Goods” means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 “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 service provider 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.
- 1.13 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 “Order” means an official written order issued for the rendering of a service.

- 1.15 "Project site," where applicable, means the place indicated in bidding documents.
- 1.16 "The client" means the organization purchasing the service.
- 1.17 "Republic" means the Republic of South Africa.
- 1.18 "SCC" means the Special Conditions of Contract.
- 1.19 "Services" means those functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 "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 client 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](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so required by the client.

## **6. Patent rights**

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

## **7. Performance Security**

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Delivery and Documents**

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

## **9. Insurance**

9.1 The service rendered 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.

## **10. Transportation**

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

## **11. Incidental Service**

- 11.1 The service provider 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 rendered service;
  - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
  - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
  - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

- 18.6 Upon any delay beyond the delivery period in the case of a supplies contract, the client shall, without cancelling the contract, be entitled to purchase service of a similar quality and up to the same quantity in substitution of the service not rendered in conformity with the contract and to return any service rendered later at the service provider's expense and risk, or to cancel the contract and buy such service as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the service provider.

## **19. Penalties**

- 19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

- 20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:
- (a) if the service provider fails to deliver service within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause 21.2;
  - (b) if the service provider fails to perform any other obligation(s) under the contract; or
  - (c) if the service provider, in the judgment of the client, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 20.2 In the event the client terminates the contract in whole or in part, the client may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the service provider shall be liable to the client for any excess costs for such similar services. However, the service provider shall continue performance of the contract to the extent not terminated.
- 20.3 Where the client terminates the contract in whole or in part, the client may decide to impose a restriction penalty on the service provider by prohibiting the service provider from doing business with the public sector for a period not exceeding 10 years.
- 20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.
- 20.5 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 enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 20.6 If a restriction is imposed, the client must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

- 20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 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 on the Register for Tender Defaulters. When a person's name has been endorsed 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.

## **21. Force Majeure**

- 21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.
- 21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

## **22. Termination for insolvency**

- 22.1 The client may at any time terminate the contract by giving written notice to the service provider if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the client.

## **23. Settlement of Disputes**

- 23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.
- 23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.
- 23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 23.5 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 client shall pay the service provider any monies due the service provider.

## **24. Limitation of liability**

- 24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
  - (b) the aggregate liability of the service provider to the client, 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

## **25. Governing language**

- 25.1 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

## **26. Applicable law**

- 26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

## **27. Notices**

- 27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice
- 27.2 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.

## **28. Taxes and duties**

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 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 of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.



**29. National Industrial Participation (NIP) Programme**

29.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED – if not fully completed and signed, bidder will be disqualified on admin stage)**

**NAME OF YOUR COMPANY (IN BLOCK LETTERS)**

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**SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)**

**DATE**

---

**NAME OF PERSON SIGNING (IN BLOCK LETTERS)**

---

**CAPACITY**

---

**ARE YOU DULY AUTHORISED TO SIGN THIS BID?**

---

**COMPANY REGISTRATION NUMBER** \_\_\_\_\_

**VAT REGISTRATION NUMBER** \_\_\_\_\_

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**POSTAL ADDRESS (IN BLOCK LETTERS)**

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**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

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**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**TYPES OF BUSINESS** \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITIES** \_\_\_\_\_

# **ANNEXURE A**

## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

**DOWNLOADABLE ON TREASURY WEBSITE**