**Confidential**



Government Pensions

Administration Agency

(GPAA)

**GPAA 18/2017**

**Request for proposal (RFP) for the Supply of Mainframe Support Services, Including Production Data Replication and Mainframe Failover Services to the Government Pensions Administration Agency (GPAA)**

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| **Request for Proposal (RFP) for the Supply of Mainframe Support Services, Including Production Data Replication and Mainframe Failover Services to the GPAA**  SERVICE REQUIREMENTS DEFINITIONS |

Document Classification:

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**Notes, Abbreviations and Acronyms**

|  |  |
| --- | --- |
| CPI | Consumer Price Index |
| GEPF | Government Employees Pension Fund |
| GPAA | Government Pensions Administration Agency |
| IPL | Initial Program Load |
| ITSM | ICT Service Management |
| LPAR | Logical Partition |
| MPLS | Multiprotocol Label Switching |
| MSU | Million Service Units |
| RPO | Recovery Point Objective |
| RTO | Recovery Time Objective |
| SAN | Storage Area Network |
| SLA | Service Level Agreement |
| SLR | Service Level Requirements |

# Executive Summary

The Government Pension Administration Agency (GPAA) is an Agency that provides administration services to the Government Employees Pension Fund (GEPF) and National Treasury.

Through its Modernisation Programme the GPAA has sought to transform its operational effectiveness and efficiency, stakeholder management and governance. GPAA’s transformation is focused on the following aspects:

* Enhancement of the GPAA’s administrative capacity;
* Modernizing of Processes and Systems;
* Human Capital – the enhancement of people competence and wellness;
* Meeting service levels as per Service Level Agreements (SLAs);
* Managing the roles and responsibilities of employer departments’ vis-à-vis the GPAA.

Part of the modernisation programme is to retain the Mainframe service until such time as all the functionality available on the CIVPEN (Civil Pensions) system has been migrated to the modernised solution. The CIVPEN system is the core application currently used by the GPAA for the Benefit Administration service that the GPAA provides to its Clients.

# Objective

The service must be aligned with the following objectives:

* High availability solution 24/7 for the entire contract period;
* Provide full scope of the services with extensive experience, with sufficient depth i.t.o the skills sets;
* Reduced service cost;
* Seamless integration with the new/modernised solution;
* Single supplier accountability.

# Scope

The core deliverables of this Request For Proposal (RFP) is to provide the mainframe support services, including the replication of the production data to an offsite location and the mainframe failover platform and failover services for a period from 1 June 2017 to 31 May 2020, with the possibility to extend for 1 (one) year. The services are currently contracted to 2 (Two) service providers.

The GPAA has its own mainframe which is hosted in the GPAA’s main data centre in Pretoria. The current platform is an IBM zBC12 (34 MSU’s) running the Z/OS 2.1 operating System as the host platform for the 3rd party products listed in the Table 1 below.

The Mainframe comprises the components as depicted in Figure 1 below.

The resources allocated to the mainframe are:

CPU – 34 MSU’s

Storage – Prod 2.317Tb

Test 1.175Tb

Memory - 16 GB only 8 GB in use

Cache - 32 GB

The mainframe is configured as two Logical Partitions (LPARs) and there are 4 (Four) separate environments deployed over the two LPARs, namely:

* Production, on the Production LPAR.
* Development, Quality Assurance (QA) and Pre-production on the Test LPAR.

It is important to note that only the data of the production LPAR must be replicated and that only the production LPAR must be recovered during a failover or failover exercise.

The GPAA is responsible for the annual license and support fees payable to Computer Associate Technologies (CA), Software AG and Bateleur Software for the products that they provide to the GPAA. The Service Provider is responsible for support, maintenance and license fees to International Business Machines (IBM) on behalf of the GPAA.

All the 3rd Party Software products that are installed on the mainframe that needs to be supported by the successful Service Provider are listed in Table 1.

Table 1: 3rd Party Products Installed on the GPAA Mainframe

| **Supplier** | **Product** | **Version** |
| --- | --- | --- |
| **CA** | View | R 12.1 |
|  | Deliver | R 12.2 |
|  | CA1 Tape management | R 12.6 |
|  | SYSVIEW Performance management | R 13.9 |
|  | Spool Printing | R 11.7 |
|  | Workload Automation ESP Edition | R 11.4 |
|  | Workload Automation Restart Option EE | R 11.4 |
| **IBM** | zOS | 2.1 |
|  | DFHSM | 1.5.9 |
|  | DFSMS | 2.1.0 |
|  | ICKDSF | 1.17.0 |
|  | ISPF | 7.1 |
|  | JES2 | 2.1 |
|  | LE | 2.1.0 |
|  | RACF | 7.79.0 |
|  | RMF | 7.9.0 |
|  | SPLevel | 7.2.1 |
|  | TCP/IP | 2.1 |
|  | TSOE | 4.1 |
|  | VTAM | 6.2 |
|  | Global Mirror – replication software | 5.2.11 | |
| **Software AG** | Adabas | 8.3.3 |
|  | Adabas Online System | 8.3.3 |
|  | Natural | 8.2.6 |
|  | Natural Com-plete Interface | 8.2.6 |
|  | Natural Security | 8.2.6 |
|  | Natural Connection | 8.2.6 |
|  | Predict | 8.3.1 |
|  | Predict Application Audit | 2.6.1.0 |
|  | Predict Application Control | 2.6.1.9 |
|  | Com-plete | 6.8.1 |
|  | Entire Net-Work | 6.3.2 |
| **Bateleur Systems** | Adastrip | V509r |
|  | eStrip | V295 |

The failover mainframe is provided by the current Service Provider, hosted in the data centre of the Service Provider. The mainframe (partition allocated to the GPAA on the mainframe of the Service Provider) is only started in the case where a failover is required or during the two scheduled/contracted failover tests over a 12 (twelve) month period. The capacity of the fail over platform is equal to or higher than that of the GPAA’s platform.

The current service covers:

* Mainframe support services is provided on a 24/7 basis on the GPAA’s premises, this includes:
  + System Support (on site during business hours, with remote backup/support 24/7). This includes system programming, system Database Services as well as the support and upgrading of all the products (excluding CIVPEN) listed below, ad hoc data restores and scheduled IPLs.
  + Job scheduling (Daily, Weekly, Monthly and Annual schedules) (on site during business hours with standby and support 24/7).
  + Operations (onsite 24/7), including backups (daily, weekly, monthly, annual and ad-hoc) including the management of the backup cassettes (requesting media from the GPAAs backup media storage Service Provider) and printer management and printing services (on the GPAA’s bulk printer, using Barr and Solimar print management solution).
  + Service management (on site during business hours with 24/7 standby and support). This ensures that the GPAA’s Service Level Requirements are met/exceeded and all payments for products, services, support and licences/usage/maintenance fees to IBM. The cost for such is included in the monthly service fee payable by the GPAA to the Service Provider.
  + Daily, Weekly and Monthly reporting.
  + Full system and database backups on a daily, weekly, monthly, yearly and on an ad-hoc basis.
  + Maintenance and support of six databases.
  + Maintaining architectural documentation and standard operating procedures related to the mainframe service.
* Production Data replication. Replication FCIP (Fibre Channel over IP) from the GPAA’s mainframe to the storage platform of the Service Provider via 2x20Mbps fully redundant (directly connected) network links (the two links are in an active-active state with load balancing and provided through different telecommunication service providers). The Global Mirror product of IBM is used to replicate the production data from the GPAA’s storage unit to the storage unit of the Service Provider in the Data Centre of the Service Provider.

The replication is done to ensure that the GPAA’s requested Recovery Point Objective (RPO) can be achieved, with minimal data loss. The current RPO is 1 (one) hour, however, the GPAA is of the opinion that a reduced RPO can be achieved.

The failover platform is outside of a 20 (Twenty) kilometre radius from the data centre of the GPAA.

* Mainframe failover. The mainframe failover service comprises:
  + Recovery of the production service on the platform of the Service Provider with equal or higher capacity.
  + The service must be recovered within the Recovery Time Objective (RTO) of the GPAA, which is currently set at 2 (Two) hours and achieving the GPAA’s RPO.
  + Connectivity between the failover Mainframe and the GPAA’s Multiprotocol Label Switching (MPLS) network for user access. The current connectivity is via 2x20Mbps redundant network links. This is provided by the GPAA.
  + 10 seats within the facility of the Service Provider only to be used by the GPAA’s technical staff during a test/exercise or a real failover.
  + 2 (Two) by 5 (Five) day failover exercises during a 12 (Twelve) calendar month period.
  + The full service is provided by the Service Provider on the failover platform in the event of a real disaster, for the full period while the GPAA will recover the service in its main data centre (Excluding the reverse replication).

# Solution Requirements

**Mainframe Support Services**

The GPAA requires a following services from a Service Provider for a period of 3 (Three) years with the possibility to extend for 1 (one) year.

The GPAA has an IBM zBC12 (34 MSU’s) running the Z/OS 2.1 Operating System as the host platform for the 3rd party products listed in Table 2.

The transitioning exercise can only commence once the Master Services Agreement and the Service Level Agreement have been signed by both parties.

The current mainframe architecture is provided in Figure 1 below.

Figure 1: Mainframe Architecture Diagram

The mainframe is connected to the GPAA’s Internal network infrastructure for:

* Access to CIVPEN by the users that is facilitated via Attachmate as the 3270 terminal emulator, approximately 800 (Eight Hundred) registered users with approximately 400 (four hundred) concurrent users during a normal business day. The GPAA use RACF product to control the online access to the CIVPEN application.
* Access by the other applications of the GPAA and Web users using COM-PLETE’s HTTP server.
* IP-based printing to dedicated network (shared) printers throughout the organisation.
* Printing through dedicated printers linked to Workstations) via Attachmate.
* Transferring (FTP) of data files to the various Windows and Linux servers of the GPAA as part of the job schedules.
* Bulk printing on the current Ricoh printer through the BARR and Solimar printing solution provided by a Service Provider.
* Service fees will be payable on a monthly in arrears basis to the Service Provider.
* The mainframe is configured as two LPARs, namely a Production and Test LPAR. The GPAA has four separate environments on the mainframe, deployed as follows:
  1. **Production** environment, deployed on the Production LPAR which comprise 3 (three) databases, of which one (DB195) database is the online production database used by all the production users (Read/Update), and the other one containing the historical data (DB197) (Read only) and lastly, Data Extract database (DB199) which is used for data extracts for the Actuaries and Auditors. The historical database is also accessible from the Test LPAR (Read only) via Entire Net-Work. Archiving from the production database to the historical database is done on a monthly basis by the Application Database Administrators, using ADABAS Tools as well as custom-built Natural programs.
  2. **Development** environment, deployed on the Test LPAR for use by the Developers only. This is a relatively small database.
  3. **Quality Assurance** environment, deployed on the Test LPAR for use by the system testers. The database is the same size as that of the Production database (DB195) and is refreshed with data from the production database on a regular basis (Backup and restore).
  4. **Pre-production** environment, deployed on the Test LPAR for use by the User Test Team for pre-release and regression testing. The database is the same size as that of the Production database (DB195) and is refreshed with data from the production database on a regular basis (Backup and restore).

The 3rd party applications/products listed in Table 2 are installed on the GPAAs mainframe. The upgrading and support on these products will be the responsibility of the Service Provider.

The GPAA is responsible for the payment of the license fees for:

* The Software AG products.
* The CA products.
* The Bateleur Software products.

The Service Provider will be responsible for all the fees payable to IBM, including the hardware maintenance, license fees, etc. (all costs payable to IBM).

Table 2: 3rd Party Products Installed on the GPAA Mainframe

|  | **Product** | **Version** |
| --- | --- | --- |
| **Computer Associates** | CA View | R 12.1 |
|  | CA Deliver | R 12.2 |
|  | CA1 Tape management | R 12.6 |
|  | SYSVIEW Performance management | R 13.9 |
|  | Spool Printing | R 11.7 |
|  | Workload Automation ESP Edition | R 11.4 |
|  | Workload Automation Restart Option EE | R 11.4 |
| **IBM** | zOS | 2.1 |
|  | DFHSM | 1.5.9 |
|  | DFSMS | 2.1.0 |
|  | ICKDSF | 1.17.0 |
|  | ISPF | 7.1 |
|  | JES2 | 2.1 |
|  | LE | 2.1.0 |
|  | RACF | 7.79.0 |
|  | RMF | 7.9.0 |
|  | SPLevel | 7.2.1 |
|  | TCP/IP | 2.1 |
|  | TSOE | 4.1 |
|  | VTAM | 6.2 |
|  | Global Mirror – replication software | 5.2.11 |
| **Software AG** | Adabas | 8.3.3 |
| Licences are for 160 MIPS for the production environment and 40 MIPS for the Test environment | Adabas Online System | 8.3.3 |
|  | Natural | 8.2.6 |
|  | Natural Com-plete Interface | 8.2.6 |
|  | Natural Security | 8.2.6 |
|  | Natural Connection | 8.2.6 |
|  | Predict | 8.3.1 |
|  | Predict Application Audit | 2.6.1.0 |
|  | Predict Application Control | 2.6.1.9 |
|  | Com-plete | 6.8.1 |
|  | Entire Net-Work | 6.3.2 |
| **Bateleur Systems** | Adastrip | V509r |
|  | eStrip | V295 |

* The **Operations Services** shall be provided on all of the environments in use by the GPAA on the mainframe. This service shall be provided on GPAA premise 24/7.
* Monitor the mainframe operations, including all batch schedules on the mainframe environment, to ensure that all schedules complete successfully in accordance and with the schedule and time frames. The monitoring of the schedules in the Job Scheduling Tool (ESP).
  + Escalate all failures to the designated support personnel of the GPAA and the Operations/Service manager of the Service Provider, including the escalation to appropriate resolver groups upon events being generated.
  + Log incidents for all failures on the GPAA’s ICT Service Management (ITSM)Tool.
  + Provide daily operations reports to the GPAA, including the backup reports.
  + Perform system and database backups according to agreed backup strategy and schedule of the GPAA.
  + Perform P-Log backups according to agreed backup strategy and schedule.
  + Manage the backup media and the requesting and dispatching of the backup media to/from the Offsite Storage Provider to comply with the backup strategy. A register for this purpose shall be maintained by the Service Provider.
  + Regular cleaning of the backup cassette drives.
* Initiate restore processes from backups upon receiving a request to restore, and ensure that restores are completed successfully, using the correct backup cassettes and doing the restore in the correct environment.
* Print the output spooled to the BARR / Solimar mainframe print solution on the correct stationery and inform the respective GPAA users when the output can be collected.
* Monitor the data replication service.
* Escalation to the user group and third party software vendor when needed.
* Notification to the pre-agreed contact list for any incidents that require escalation.
* Update status of service requests and incidents on the ITSM tool provided by the GPAA.
* Monitor the performance of the mainframe and access to the servers of the GPAA to which data files must be transmitted (FTP’ed) to.
* Perform the scheduled IPL’s on the 2 (Two) Environments, as a minimum once a month.
* **Job Scheduling**, this service shall be provided on GPAA premise during normal business hour with after-hours standby and support.
* Compile the daily/weekly job schedules with all the dependencies and configure these schedules on the scheduling tool provided by the GPAA for this purpose (ESP).
* Perform changes to the scheduled batch jobs based on approved change/service requests.
* Review and obtain approval from the GPAA’s support staff members on daily basis ito of the daily, weekly, monthly and annual job schedules. This shall be done on business days. The schedule for an entire weekend will be reviewed on Fridays and for public holidays on the last business day that precedes the public holiday.
* Maintain a job calendar for an entire calendar year, the draft schedule for the next calendar year shall be completed by the end of November of each year.
* Respond to service requests logged by the GPAA staff to have specific jobs to be scheduled to execute on a specific time. Amend the schedules to include these ad-hoc requests.
* Update the status of the Service Requests logged by the GPAA on the GPAA’s ITSM Tool.
* Escalate any problems to the Operation Manager of the Service provider and the GPAA’s Service owner.
* Amend the job schedules outside business hours, if required.
* **Mainframe System Support Services,** this service shall be provided onsite and during normal business hour with afterhours standby and support. This service shall be rendered on both the LPARs and all four the environments of the GPAA.
* Support and Maintenance of Mainframe Operating System.
* Support and Maintenance of tools and related utilities.
* Support and Maintenance on all the 3rd Party software products used on the mainframe.
* Monitor Mainframe and subsystems for performance, up-time, capacity, events and escalating to the appropriate resolver groups as needed.
* Provide daily utilisation and capacity reports.
* Provide detailed monthly utilisation and capacity reports and submit/propose recommendations to improve the performance and the service.
* Manage the storage allocation to the different environments of the mainframe to ensure optimum utilisation with sufficient spare storage capacity.
* Changes to the configuration of tools, utilities and software
* Management of mainframe Operating System and related subsystems.
* Configure the mainframe and all subsystems to ensure optimal performance.
* Upgrading of 3rd Party products following the Change Control process of the GPAA. No unsupported versions of the 3rd Party products should be installed on the mainframe, unless authorised by the GPAA. No uncertified products shall be allowed / installed on the platform.
* Notify the GPAA at least 6 (six) months in advance of any products that are reaching ‘End of Support’, as well as new releases/versions of 3rd Party products used by the GPAA that become available.
* The Service Provider shall have the required skills on-board to maintain and support all the 3rd Party products listed in Table 2. The Service Provider shall also have sufficient backup skills/resources in their employ to ensure continued support on all the 3rd Party products for the full duration of the contract.
* Ensure effective security on the data and service of the GPAA to prevent unauthorised access. Notify the GPAA promptly on possible/attempted security breaches.
* Ensure provisioning and availability of LAN, WAN, VLAN, Wireless, Remote Networks and VPN, required for mainframe operations and support, data replication and service failover.
* Perform administration and support on network infrastructure.
* **Database Support,** this service shall cover technical database support. This service shall be rendered on an on-demand basis.
* Support and maintenance of all the databases in all the environments.
* Monitor databases for performance, up-time, capacity, events and escalating to the appropriate resolver groups when required.
* Notification to the pre-agreed contact list for any escalated incidents
* Perform standard database systems administration and daily housekeeping activities.
* Restoring of databases as and when required.
* Upgrading of the database and related products when new releases are released following the GPAA’s Change Control Process. Interact with Software AG should there be any issues that cannot be resolved and apply any patches provide by Software AG, following the GPAA’s Change Control process.
* Archiving of data using the tools and custom-built programs as and when required.
* Adding new tables/fields/files to the databases and maintain the Views as and when required. Add new databases if required.
* Attend to Service Requests logged by the GPAA on the GPAA’s ITSM tool. Update the status of the Service Requests as and when required.
* Performance management of mainframe databases and COMPLETE.
* Capacity management of mainframe databases, including the adding of additional storage capacity to the databases.
* Changes to the database tools, utilities and software following the GPAA Change Control Process.
* Maintain, support and upgrade, COMPLETE, Entire Net-Work, Predict Application Control (PAC).
* **Operations/Service Management**
* Performing Event, Incident and Problem Management.
* Ensure operational availability and stability of the contracted services to ensure that the contracted availability/SLA requirements are achieved.
* Ensure that suitably skilled and experienced support personnel are allocated to the GPAA, either on-site or after hours.
* Ensure that all preventative measures are in place to proactively attend to potential failures.
* Attend all the scheduled meetings of the GPAA and provide feedback, particular the scheduled SLA, Operations and Change Control Board meetings.
* Ensure that all contracted obligations are fulfilled.
* Recommend changes to the mainframe environment to improve the overall service.
* Perform specialised engineering configuration and support (IBM warranty and maintenance).
* Ensure that all the reports are submitted in accordance with the contracted time frames.
* Escalate any challenges/issues to the management of the Service Provider and the Service Manager of the GPAA.
* Prepare and submit Root Cause Analysis (RCA) reports for all Severity 1 (One) Incidents.
* Act as the single point of contact between the GPAA and the Service Provider in terms of Service related issues.
* Schedule failover tests/exercises.
* Coordinate failover activities for the scheduled exercises and in case of a real disaster.
* Service request and resolution guideline

|  |  |  |  |
| --- | --- | --- | --- |
| Priority | Description | Response time(max) | Resolution Time (max) |
| 1 - Critical | Any one or more of the services that prevents the rendering any of the 3 (three) main services and no work around is available | 5 min | 2 Hours |
| 2 - Major | Any one or more of the services that prevents the rendering of any of the 3 (three) main services and a work around is available | 10 min | 4 Hours |
| 3 - Minor | Limited performance degraded with no impact on the services rendered | 15 min | 8 Hours |
| Penalties will be applied by the GPAA for non-compliance | | | |

* Incident Escalation guideline

|  |  |  |  |
| --- | --- | --- | --- |
| Escalation Levels | Critical | Major | Minor |
| 1 - Account Manager | Immediate | 2 Hours | 5 Hours |
| 2 - COO | 2 Hours | 3 Hours | 8 Hours |
| 3 - CEO | 3 Hours | 4 Hours | 12 Hours |

* SLA and Account Management

|  |  |
| --- | --- |
| **SLA & Account management** | |
|  | 99.9% SLA all services. |
|  | Part-Time Account Management |
|  | Escalation and support processes and procedures |

**Mainframe Data Replication Service**

The production data replication topology is provided in Figure 2. IBM’s Global Mirror product is used to replicate the production data from the GPAA’s mainframe Storage Are Network (SAN) which is an IBM DS8870 unit to the SAN of the Service Provider. The reverse replication is currently not implemented (in the case of a real failover).

* The Service Provider will be responsible to provide the 2x20Mbps redundant network links between the GPAA’s Data Centre and the Data Centre of the Service Provider. The two links will be configured in an Active/Active state with load balancing. The two links must be provided by two different communication Service Providers, following different routes between the Data Centre of the GPAA and the Data Centre of the Service Provider.
* It is envisaged that in the event that a failback from the failover mainframe back to the GPAA’S mainframe, that such failback will be effected via VOLUME backups of the system as is on the failover mainframe which will then be restored on the mainframe of the GPAA. This will be done over a weekend/after hours.
* Provide the services to conduct/execute the failover.
* Maintain the failover documentation and standard operating procedures.
* The replication must be active and available 24/7.
* Provide daily availability/status reports.
* Escalate failures of the replication service within the timeframe stipulated by the GPAA.
* Reconfigure the replication should more disks be added to the GPAA’s production environment.



Figure 2: Replication Topology

**Mainframe Failover Service**

This service encompasses:

* Provision of a mainframe with sufficient capacity to host the GPAA’s production environment, aligned with the growth of the GPAA’s production databases during the three year period. The mainframe should be of the same model as that used by the GPAA or newer and fully compatible. The failover mainframe and all other sub-systems should be hosted in at least a Tier 3 Data Centre although a Tier 4 data centre is preferred by the GPAA.
* Provide the services to conduct two test failover exercises during each 12 (Twelve) month period.
* Service continuity on the failover mainframe in case of a disaster. The service must be available (as if it is the mainframe of the GPAA) for the full period whilst the GPAA is recovering the production environment within the GPAA’s Data Centre.
* All other mainframe/support services as provided to the GPAA on the mainframe in the GPAA’s main Data Centre.
* Recover the service using the replicated data, within the contracted RTO and RPO.
* Provide 5 (Five) seats in the data centre environment close to the Mainframe Support team for the GPAA’s Technical staff during a disaster and the failover exercises.
* Establish connectivity between the Service Provider’s Data Centre and the GPAA’s MPLS network.
* This service must be provided from within the RSA, preferably within a maximum distance of between 35 (Thirty Five) and maximum 60 (Sixty) kilometers from GPAA’s main Data Centre.
* The same contracted availability and SLA requirements will remain applicable as if the service is provided from the GPAA’s Data Centre and on the GPAA’s mainframe.
* In the case of a real disaster, perform the failback exercise from the mainframe of the Service Provider to the GPAA’s mainframe in the GPAA’s Data Centre.
* Maintain the failover Standard Operating Procedures and the relevant Architecture Diagrams.
* Compile failover reports within 2 (Two) weeks from the completion of a failover exercise.

**Evaluation**

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**Note:**

The service provider must respond to each of the items listed below. Reference must be made the to the reference number in each table.

## Context

| Context | The purpose of the information document is to provide the respondent with as much contextual information as possible without detracting from the need for the respondent to confirm their understanding of the requirements. |
| --- | --- |
| C1 | **Clarification:** The Service Provider confirms that the information document has been read and understood and are considered to be binding on the Service provider. Further any and all discrepancies and omissions have been clarified and will not prejudice the GPAA in any way during contracting. |
| C2 | **Own Cost:** Service Provider confirms that the cost of responding to this RFP and related activity in the preparation of a response is entirely for their own account. |
| C3 | **No collusion:** Service Provider confirms that this response has been formulated entirely without collusion and that any partnership, Joint Venture or sub-contract relationship has been disclosed. |
| C4 | **Relationships:** Should there be a partnership, Joint Venture or other material relationship, please describe the nature of this relationship and also describe the benefits to the GPAA of these contractual arrangements. |
| C5 | **Agreements:** Please attach a signed copy of any and all partnerships, Joint Venture or sub-contract agreements specific to this RFP. |
| C6 | **Comprehensive pricing:** Supplier/respondent confirms that the pricing provided in this RFP is **not** “for budget purposes only” and that the pricing supports the deal principles, structure of the intended relationship and scope and duration of services required. Further all 3rd party and relevant license costs have been included in the pricing provided. |
| C7 | **Fixed Unit Pricing:** All pricing associated with the delivery of the solutions and services shall be ***a fixed price per month for the*** full term of the service period.  In addition to the Fixed Unit Price, vendors are required to include a time and materials (T&M) rate for calculating the cost of a change in scope should the GPAA desire to adjust certain scope elements. In particular vendors must provide their base costs and the intended increase indices. Consumer Price Index (CPI) to be based on figures as published by Stats SA.  The Service Provider must include the hourly rates chargeable to the GPAA in the event of ad-hoc projects for each skill type.  The Pricing provided shall be detailed and the monthly service fees shall be separate line items from the once off costs.  The costs payable to IBM must be provided as separate line items and the GPAA reserves the right to directly engage with IBM to procure the relevant subscriptions and maintenance and support services.  Monthly service fees shall at least show the Mainframe Service and the Data Replication and Failover services as separate line items. Once off costs shall be detailed and not provided in just one line item.  The monthly service fees shall be ‘’fixed’’ for the full term in advance, namely there will be no escalation applied year on year.  **All prices/fees/rates quoted shall be inclusive of Value Added Tax (VAT) and any other statutory costs.** |
| C8 | **Price savings:** Confirm that any price reductions achieved during this and any future projects must be passed onto the GPAA. Vendors must show how continuous improvement that will result in reduced service fees. |
| C9 | **Pricing Assumptions:** The vendor confirms that all pricing assumptions/dependencies have been documented transparently and provided in the pricing response sheets. |
| C10 | **Risk identification:** Please describe any specific risks identified in respect of Section 1 of this Response document and the contextual information provided and your specific mitigating actions recommended for both the GPAA and your own organization. |
| C11 | **Contract-ability:** This RFP is primarily intended to allow the GPAA to compare and evaluate vendor offerings with the intention of awarding a contract. In good faith, the GPAA is seeking to minimize and ideally eliminate surprises from vendors during contract negotiation. Vendors must specifically define and clarify any contracting issues that they have identified and clearly demonstrate the contract arrangements they are seeking for the services. |
| C12 | **Testimonials:** Provide references detailing previous engagements where your organization provided the services as requested by the GPAA. |

## Guide to response

|  |  |  |
| --- | --- | --- |
| **Requirement No** | **Requirement** | **Weighting (%)** |
| **Service Requirements** | | **10** |
| Extent of Service | The service provider should be able to deliver the full extent of services required as a minimum. The GPAA is likely to choose suppliers that can provide the full extent of services as detailed in this document, but reserves the right to select services from multiple vendors. | 1 |
| MServReq-1 | List the extent of services that you propose to provide – directly connected with this RFP. | 1 |
| Scale of service | The service provider must be able to provide the mainframe support services in the GPAA at Hamilton Street Data Centre. | 5 |
| MservReq-2 | Describe your recommended service delivery model, including key risk and performance indicators. | 1 |
| MservReq-3 | Has your organization implemented a similar Service? Please provide details in terms of the extent of the services and include the industry types where the service is rendered. | 2 |
| MservReq-4 | Provide details of your organization’s experience in the Mainframe Operations and Support, Mainframe, Data replication and Mainframe Failover services and the market segments within which these services are rendered. | 2 |
| Maturity | The company must show a high level of maturity and discipline in its methodology, processes and standards. | 4 |
| MservReq-5 | Provide detail of your organisations capability to implement and support the solution/service, covering:   * Mainframe Operations and Support As detailed in this document. * Mainframe Data Replication using the Global Mirror product. * Mainframe Fail Over service. | 2 |
| MservReq-6 | Governance: Describe your proposed governance structures and how these ensure transparent risk mitigation. | 1 |
| MservReq-7 | Describe and elaborate your organization escalation procedure. | 1 |
| **Solution Requirements** | | **80** |
| Architecture  Requirements | The service provider needs to illustrate its ability to integrate with applications and integration methodology. |  |
|  | **Architectural**  The Tenderer/Possible Future Service Provider is expected to render the following services | **4** |
| ARCReq-1 | The responding Vendor must provide architecture diagrams to demonstrate the data replication solution and components that they propose. The documentation should include the volume to volume replication mapping. | 1 |
| ARCReq-2 | The responding Vendor must provide architecture diagrams to demonstrate the failover mainframe environment and the network connectivity. | 1 |
| ARCReg-3 | The responding Vendor must clearly indicate and list any other products and/or additional infrastructure required to render the services. The cost of such should be listed as separate line items in the price list. The additional components and infrastructure should be included in the architecture diagrams and clearly highlighted as such. | 2 |
| Functional Requirements | The service provider needs to illustrate its ability to deliver the mainframe support services. |  |
| **FUNCReq-1** | **Operations Services** | **8** |
|  | The **Operations Services** shall be provided on all of the environments in use by the GPAA on the mainframe. This service shall be provided on site 24/7. Monitor the mainframe operations, including all batch schedules on the mainframe environment, to ensure that all schedules complete successfully in accordance and with the schedule and time frames and that the service is available for online use during business hours and other scheduled online availability requirements.  The Monitoring of the schedules in the Job Scheduling is done using the product provided of this purpose (ESP).  Monitor the performance of the mainframe and access to the servers of the GPAA to which data files must be transmitted to.  Monitor the replication service and network connectivity.  Escalate all failures to the designated support personnel of the GPAA and the Operations Manager of the Service Provider. Escalation to appropriate resolver groups upon events being generated. Log incidents for all failures on the GPAA’s ICT Service Management Tool.  Escalation to the user group and third party software vendor when needed.  Notification to the pre-agreed contact list for any incidents that require escalation.  Update status of service requests and incidents on the ITSM tool provided by the GPAA Perform system, database and P-Log backups according to agreed backup strategy and schedule of the GPAA.  Regular cleaning of the backup cassette drives.  Manage the backup media and the requesting and dispatching of the backup media to/from the Offsite Storage Provider to sustain the backup strategy.  A register for this purpose shall be maintained by the Service Provider.  Execute the restore processes from backups upon receiving a request to restore, and ensure that restores are completed successfully, using the correct backup cassettes. Assist the DBAs and the System Support staff with the restores.  Print the output spooled to the BARR/Solimar mainframe print solution on the correct stationery and inform the respective GPAA users when the output can be collected |  |
| **FUNCReq-1a** | The Bidder must provide detailed overview of the Mainframe Operations Service that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a 24x7 service that must be rendered on the premises of the GPAA.** | 3 |
| **FUNCReq-1b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service.  The list must include the at least   * The number of years of experience (minimum one year relevant experience) for each of the resources in terms of Mainframe Operations (Operations and/or Shift Lead) * Relevant product experience, based on the product list provided in Table 1 that are specifically related to Operations Support requirements. * The availability of the resource, and; * Whether or not the resource is currently employed by the Bidder.   Detailed CV’s **are not** a requirement.  This must include the shift roster. | 2 |
| **FUNCReq-1c** | The Bidder must provide a **list of organisations** where they render a Mainframe Operations Service. The list must include as a minimum **one** organisation where the rendering of this service **is current** , or that the service was still active during the period 1 April 2016 to 31 March 2017 and whether or not the service is rendered on premise of the client. | 3 |
| **FUNCReq-2** | **JOB Scheduling**  The Tenderer/Possible Future Service Provider is expected to render the following services | **6** |
|  | **Job Scheduling**, this service shall be provided onsite and during normal business hour with afterhours standby and support.  Compile the daily/weekly job schedules with all the dependencies and configure these schedules on the scheduling tool provided by the GPAA for this purpose (ESP).  Apply changes to the scheduled batch jobs based on approved change requests/service requests.  Maintain a job calendar for an entire calendar year, the draft schedule for the next calendar year shall be completed by the end of November of each year.  Review and obtain approval from the GPAA’s support staff members on daily basis ito the daily, weekly, monthly and annual job schedules. This shall be done on business days. The schedule for the entire weekend will be reviewed on Fridays and for public holidays on the last business day preceding the public holiday.  Respond to service requests logged by the GPAA staff to have specific jobs to be scheduled to execute on a specific time. Amend the schedules to include these ad-hoc requests.  Update the status of the Service Requests logged by the GPAA.  Escalate any problems to the Operation Manager of the Service provider and the GPAA’s Service owner. |  |
| **FUNCReq-2a** | The Bidder must provide detailed overview of the Mainframe Operations Service that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered on the premises of the GPAA during Business Hours with off premise backup/support and that after hours support (24x7) is a requirement.** | 2 |
| **FUNCReq-2b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service.  The list must include the at least:   * The number of years of experience for each of resource in terms of Job Scheduling (minimum two years relevant experience using ESP) * Relevant product experience (based on the product list provided in Table 1 that are specifically related to Job Scheduling requirements * The availability of the resource, and; * Whether or not the resource is currently employed by the Bidder.   The list should indicate which of the resources are available as backup/support offsite.  Detailed CV’s **are not** a requirement. | 2 |
| **FUNCReq-2c** | The Bidder must provide a **list of organisations** where they render a Mainframe Job Scheduling Service. The list must include as a minimum **two** organisations where the rendering of this service **is current** or that the service was still active during the period 1 April 2016 to 31 March 2017 and whether or not the service is rendered on premise of the client. | 2 |
| **FUNCReq-3** | **Mainframe System Support Services**  The Tenderer/Possible Future Service Provider is expected to render the following services: | **14** |
|  | **Mainframe System Support Services,** this service shall be provided onsite and during normal business hours with afterhours standby and support. This service shall be rendered on both the LPARs and all four the environments of the GPAA.  The Service Provider shall have the required skills on-board to maintain and support all the 3rd Party products listed in Table 2. The Service Provider shall also have sufficient backup skills/resources in their employ to ensure continued support on all the 3rd Party products for the full duration of the contract.  Support and Maintenance of Mainframe Operating System.  Storage Manage to ensure that sufficient spare capacity is available.  Support and Maintenance of tools and related utilities. Changes to the configuration of tools, utilities and software.  Support and Maintenance on all the 3rd Party software products used on the mainframe.  Upgrading of 3rd party products following the Change Control process of the GPAA. No unsupported versions of the 3rd Party products should be installed/active and in use on the mainframe, unless authorised by the GPAA.  Notify the GPAA at least 6 (six) months in advance of any products that are reaching ‘End of Support’, as well as new releases/versions of 3rd Party products used by the GPAA that become available, or when the product has been/will be discontinued.  Monitor Mainframe and subsystems for performance, up-time, capacity, events and escalating to the appropriate resolver groups as needed.  Perform specialised engineering configuration and support (IBM warranty and maintenance).  Configure the mainframe and all subsystems to ensure optimal performance. Manage the storage allocation to the different environments of the mainframe to ensure optimum utilisation with sufficient spare storage capacity.  Ensure effective security on the data and service of the GPAA to prevent unauthorised access. Notify the GPAA promptly on possible/attempted security breaches.  Ensure provisioning and availability of LAN, WAN, VLAN, Wireless, Remote Networks and VPN, required for mainframe operations and support, data replication and service failover.  Perform administration and support on network infrastructure. |  |
| **FUNCReq-3a** | The Bidder must provide detailed overview of the Mainframe System Support Services that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered on the premises of the GPAA during business hours with off premise backup/support and that after hours support (24x7) is a requirement.** | 4 |
| **FUNCReq-3b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service.  The list must include the at least:   * The number of years of experience for each of resource in terms of Mainframe System Support Services (minimum two years relevant experience). * Relevant product experience (based on the product list provided in Table 1) that are specifically related to Mainframe System Support Services * The availability of the resources, and; * Whether or not the resources are currently employed by the Bidder.   Detailed CV’s **are not** a requirement. | 4 |
| **FUNCReq-3c** | The Bidder must provide a **list of organisations** where the Bidder render a Mainframe System Support Service. The list must include as a minimum **two** organisations where the rendering of this service **is current** or that the service was still active during the period 1 April 2016 to 31 March 2017 and whether or not the service is rendered on premise of the client | 4 |
| **FUNCReq-3d** | The Bidder must provide a list of all the services/licences/maintenance that will be included in their service fees. The Bidder must also specifically list all exclusions. | 2 |
| **FUNCReq-4** | **Adabas Database Support**  The Tenderer/Possible Future Service Provider is expected to render the following services | **9** |
|  | **Database Support,** this service shall cover both technical database support as well as application database support on the Adabas database and other products like COMPLETE, PREDICT, SYSPAC, etc.. This service shall be rendered on an on-demand basis.  Support and maintenance of all the databases in all four the environments of the GPAA.  Perform standard database systems administration and daily housekeeping activities.  Monitor databases for performance, up-time, events and escalating to the appropriate resolver groups when required.  Capacity management of mainframe databases, including the adding of additional storage capacity to the databases.  Interact and liaise with Software AG regarding problems/issues and apply patches when required.  Upgrading of the database and related products when new releases are released following the GPAA’s Change Control Process.  Changes to the database tools, utilities and software following the GPAA Change Control Process.  Restoring of databases as and when required.  Regular archiving of data using the tools and custom-built programs as and when required.  Attend to Service Requests logged by the GPAA on the GPAA’s ITSM tool. Update the status of the Service Requests as and when required. |  |
| **FUNCReq-4a** | The Bidder must provide detailed overview of the Adabas Database Support service that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered on-demand 24x7.** | 3 |
| **FUNCReq-4b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service. At least two resources shall always be available to render on-demand support as and when required.  The list must include the at least:   * The number of years of experience for each of resource in terms of Adabas Database Support (minimum three years relevant experience on the relevant products (ADABAS, COMPLETE SYSPAC, PREDICT, ENTIRE NET-WORK, etc.) used by the GPAA). * Relevant product experience (based on the product list provided in Table 1) that are specifically related to Adabas Database Support. * The availability of the resources, and; * Whether or not the resources are currently employed by the Bidder.   Detailed CV’s **are not** a requirement. | 3 |
| **FUNCReq-4c** | The Bidder must provide a **list of organisations** where the Bidder render the Adabas Database Support.Service. The list must include as a minimum **one** organisation where the rendering of this service **is current** or that the service was still active during the period 1 April 2016 to 31 March 2017 and whether or not the service is rendered on premise of the client. | 3 |
| **FUNCReq-5** | **Operations/Service Management**  The Tenderer/Possible Future Service Provider is expected to render the following services | **12** |
|  | Ensure that Event, Incident and Problem Management and Change control Processes of the GPAA is followed rigorously.  Escalate any challenges/issue to the management of the Service Provider and the Service Manager of the GPAA.  Ensure that all preventative measures are in place to proactively attend to potential failures.  Attend all the scheduled meetings of the GPAA and provide feedback, particular the scheduled SLA, Operations, Service Failover/Business Continuity, Red Alert and Change Control Board meetings.  Ensure that all the required reporting as required by the GPAA is delivered within the required time frames.  Ensure operational availability and stability of the contracted services to ensure that the contracted availability/SLA, RTO and RPO requirements are achieved.  Act as the single point of contact between the GPAA and the Service Provider in terms of Service related issues. The GPAA reserves the right to escalate in the case where the feedback is not to the GPAA’s satisfaction.  Ensure that incidents are escalated within the timeframes specified.  Escalate all hardware problems to IBM.  Ensure that preventative maintenance is performed as scheduled.  Ensure that the agreement between the Service Provider and IBM is in place and up to date.  (The GPAA acknowledges that the current mainframe has reached end of sales at the end of December 2016, however the platform will still be supported by IBM for another 5 to 6 years.  Ensure that suitably skilled and experienced support personnel are allocated to the GPAA, either on-site or off site.  Recommend changes to the mainframe environment to improve the overall service.  Schedule failover tests/exercises.  Coordinate failover activities for the scheduled exercises and in case of a real disaster. |  |
| **FUNCReq-5a** | The Bidder must provide detailed overview of the Operations/Service Managementservice that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered on the premises of the GPAA during Business hours with after-hours standby and support, 24x7.** | 3 |
| **FUNCReq-5b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service. At least two resources shall always be available to render on-demand support as and when required.  The list must include the at least:   * The number of years of experience for the respective resource (minimum three years relevant experience required). * Relevant product experience (based on the product list provided in Table 1) that are specifically related to Operations/Service Management. * The availability of the resources, and; * Whether or not the resources are currently employed by the Bidder.   Detailed CV’s **are not** a requirement. | 3 |
| **FUNCReq-5c** | The Bidder must provide a **list of organisations** where the Bidder render the Operations/Service Management. The list must include as a minimum **two** organisations where the rendering of this service **is current** or that the service was still active during the period 1 April 2016 to 31 March 2017 and whether or not the service is rendered on premise of the client | 3 |
| **FUNCReq-5d** | The Bidder must provide an organisation structure of the entire team, in terms of roles and responsibilities of the team that will render the overall service, including the proposed governance structure. | 3 |
| **FUNCReq-6** | **Production Data Replication**  The Tenderer/Possible Future Service Provider is expected to render the following services | **7** |
|  | The Service Provider will be responsible to provide the 2x20Mbps redundant network links between the GPAA’s Data Centre and the Data Centre of the Service Provider, as well as the mainframe and storage sub-systems. The two links will be configured in an Active/Active state with load balancing. The installation and running cost will be for the account of the Service Provider.  The two links must be provided by two different communication Service Providers.  The availability of the two replication links shall be monitored by the Service Provider, 24/7.  Perform a failback to the GPAA’s mainframe in the GPAA’s data centre when required. It is envisaged that in the event that a failback from the failover mainframe back to the GPAA’S mainframe, that such failback will be effected by the Service Provider via VOLUME backups of the system as is on the failover mainframe which will then be restored on the mainframe of the GPAA. This will be done over a weekend/after hours.  The replication must be active and available 24/7. Escalate failures of the replication service within the timeframe stipulated by the GPAA. All the production databases must be replicated, system and data, in an asynchronous manner. |  |
|  | Reconfigure the replication should more disks/volumes be added to the GPAA’s production environment. |  |
| **FUNCReq-6a** | The Bidder must provide detailed overview of the Production Data Replication service that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview should contain a detailed list of all the tasks/activities that will be performed in terms of this service, the reporting, notifications and escalations.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered 24x7.** | 2 |
| **FUNCReq-6b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service. At least two resources shall always be available to render on-demand support as and when required.  The list must include the at least:   * The number of years of experience for each of resource in terms of Production Data Replication (minimum two years’ experience). * Whether or not the resources are currently employed by the Bidder.   Detailed CV’s **are not** a requirement. | 2 |
| **FUNCReq-6c** | The Bidder must provide a **list of organisations** where the Bidder render the Production Data Replication using IBM’s Global Mirror product. The list must include as a minimum **one** organisation where the rendering of this service **is current**.. | 2 |
| **FUNCReq-6d** | The Bidder must provide an architecture diagram in terms of the proposed solution. | 1 |
| **FUNCReq-7** | **Mainframe Failover**  The Tenderer/Possible Future Service Provider is expected to render the following services | **11** |
|  | Provision of a mainframe with sufficient capacity to host the GPAA’s production environment. The mainframe should be of the same model as that used by the GPAA or newer. The mainframe and all other sub-systems should be hosted in a Tier 3 Data Centre (preferably Tier 4) of the service Provider.  Provide 5 (five) seats in the data centre environment close to the Mainframe Support team for the GPAA’s Technical staff during a disaster and the failover exercises.  This service must be provided from within the RSA, preferably within a distance of between 35 (thirty five) and 60 (sixty) kilometers from GPAA’s main Data Centre.  Service continuity on the failover mainframe in case of a disaster. The service must be available (as if it is the mainframe of the GPAA) for the full period whilst the GPAA is recovering the production environment. The same SLA’s and other contractual terms and conditions shall apply.  Provide the services to conduct two test failover exercises during each 12 (twelve) month period. The failover and failback procedures must be documented and the result (including timeframes, activity duration, challenges and workarounds) should be documented in a failover report. In addition the failover scope shall be documented and agreed with the GPAA 2 (Two) weeks prior to a failover test.  Recover the service using the replicated data, within the contracted RTO and RPO.  Provide all the mainframe/support services as provided to the GPAA on the mainframe in the GPAA’s main Data Centre.  Recover the service using the replicated data, within the contracted RTO and RPO.  Provide all the mainframe/support services as provided to the GPAA on the mainframe in the GPAA’s main Data Centre.  Establish connectivity between the Service Provider’s Data Centre and the GPAA’s MPLS network.  In the case of a real disaster, perform the failback exercise from the mainframe of the Service Provider to the GPAA’s mainframe in the GPAA’s Data Centre. |  |
| **FUNCReq-7a** | The Bidder must provide detailed overview of the Mainframe Failover service that they offer. This will be used to ascertain if the Bidder understand the requirements of the GPAA.  The overview must indicate whether or not a dedicated or syndicated solution is proposed.  The Bidder must clearly indicate the items where the Bidder exceed the requirements of the GPAA or the items where the Bidder does not meet the requirements of the GPAA.  **The Bidder must note that this is a service that must be rendered 24x7.** | 2 |
| **FUNCReq-7b** | The Bidder must provide a **list of all the resources** that they intend to use to render this service. At least two resources shall always be available to render on-demand support as and when required.  The list must include the at least:   * The number of years of experience for each of resource in terms of Mainframe Failover. * Whether or not the resources are currently employed by the Bidder.   Detailed CV’s **are not** a requirement. | 2 |
| **FUNCReq-7c** | The Bidder must provide a **list of organisations** where the Bidder render the Mainframe Failover service. The list must include as a minimum **two** organisations where the rendering of this service **is current** or that the service was still active during the period 1 April 2016 to 31 March 2017. | 2 |
| **FUNCReq-7d** | The Bidder must provide an architecture diagram in terms of the proposed solution. | 2 |
| **FUNCReq-7e** | The Bidder must provide the detailed process to be followed to activate this service. | 2 |
| **FUNCReq-7f** | The Bidder must confirm Tier status of the data centre from where the service will be rendered. A Tier 3 data centre is the minimum requirement. | 1 |
| Reporting  Requirements | The service provider must illustrate it ability to provide compressive reporting ability | **4** |
| **REPReq-2** | **Monthly Reporting**  All Monthly reports shall be in the format approved by the GPAA and shall be submitted in final form by no later than 7th day of the following month.  Mainframe resource utilisation and capacity planning.  Monthly backup report.  Monthly SLA and availability report.  Monthly summarised operations report – highlighting the major failures of whatever nature as well as the highlights.  Proposed Service Improvements.  Incident/Service Request and Change Control Report.  All of the above can be included in one report or in separate reports. |  |
|  | The Bidder must provide examples of the reports that they offer to deliver as part of this service. | 1 |
| **REPReq-2** | **Weekly Reporting**  All Weekly reports shall be in the format approved by the GPAA and shall be submitted in final form by no later than Close of Business on a Wednesday. The report should cover the period from the previous Wednesday to Close of Business of the Tuesday directly preceding the Wednesday on which the Report must be submitted.  SLA/Availability report  Incident/Service Request and Change Control report.  Backup report.  Operations report.  Incident/Service Request and Change Control Report. | **1** |
|  | The Bidder must provide examples of the reports that they offer to deliver as part of this service. | 1 |
| **REPReq-3** | **Daily Reporting**  All Daily reports shall be in the format approved by the GPAA and shall be submitted in final form by no later than 09:00 of each Business day.  Backup report.  Operations report.  Replication Status report.  Replication Network status report. | **1** |
|  | The Bidder must provide examples of the reports that they offer to deliver as part of this service. | 1 |
| **REPReq-4** | **Ad-Hoc Reporting**  All Ad-Hoc Reports shall be in the format approved by the GPAA and shall be submitted in final form within 7 days from the day of the event or request. | **1** |
|  | Examples of ad-hoc reports are, but not limited to:  Failover Test Report  Root Cause Analysis Report. | 1 |
| SLA  Requirements | The GPAA will require the service provider to comply with a Service Level Agreement. The service provider need to provide detail information on SLA offered that closely align with the minimum service level required | **4** |
| SLAReq-1 | Minimum 99.9% SLA for all the contracted services, higher service levels offered will be beneficial  RTO – minimum 1 (One hour).  RPO – minimum 30 (Thirty) Minutes. | 3 |
| SLAReq-2 | Notification of scheduled downtime. | 1 |
| **Key General Company Information** | | **6** |
| Company Summary | Please provide a summary of: |  |
| CompReq-1 | Describe the differentiators that you believe your organization provides. | 1 |
| CompReq-2 | Describe your organisation’s operational presence within South Africa. | 1 |
| CompReq-3 | Describe your organisation’s supplier presence within South Africa and internationally with reference to the services provided as part of this RFP. | 1 |
| Reference Sites | Provide the following information about your major customers who currently use the services you are proposing: |  |
| CompReq-4 | A list of 3 existing customers in South Africa where a similar service is provided and the service is still in operation and supported. | 2 |
| CompReq-5 | Contact name(s) and number(s) for South African customers, as well as the process of making contact with these. | 1 |
| **Professional and Consulting Services** | | **1** |
| Professional and consulting | Professional and consulting services are not included in this RFP however we would like you to describe your approach to the following, which may be used on an ad-hoc basis as the need arises |  |
| PCS1 | Describe how you would:   * Provide a suitable consultation service as required by the GPAA. * At least annually provide an update to inform the GPAA of new service enhancements or new related services on offer or services that will be discontinued. | 1 |
| **Project Management** | | **3** |
| Project management | Please describe your intended project management service with respect to the following factors: |  |
| PMReq-1 | Will the requirements be delivered within the time frame from purchase order timeframe?   * Provide a detailed project service transition/migration plan as part of the submission on how the services will be transitioned. The target date for the service transitioning to be completed is 30 June 2017. The transitioning exercise can only commence once the Master Services Agreement and the Service Level Agreement have been signed by both parties. | 2 |
| PMReq-2 | The Service provider must submit a Draft Master Services Agreement and the Service Level Agreement as part of their proposal.. | 1 |

## Assumptions

The supplier must describe all assumptions made as part of the tender response. The GPAA prefers that no assumptions are made and that the supplier must ensure that they have a full understanding of the service provided.

|  |  |
| --- | --- |
| Vendor Assumptions | |
| General assumptions | Please list all general assumptions you have made when compiling your response, stating to which service or part of the RFP the assumption refers, and the effect that this assumption has. |
| VA1 | List your general assumptions with associated references. |
| Pricing assumptions | Please list all pricing assumptions you have made when compiling your response in the Pricing Table spreadsheet, stating to which service or part of the RFP the assumption refers, and the effect that this assumption has. |
| VA2 | List your pricing assumptions with associated references. |

## Evaluation Criteria

Selection of a vendor will be based on the responses to the above questions and the evaluation criteria below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No.** | | | **Evaluation Criteria Item :**  **90/10 Principle** | **Weight** |
|  | A |  | Administrative Compliance (Phase 1) |  |
|  |  | **A** | SBDs:   * Completed Standard Bidding Documents.   + Pricing schedule (SBD 3.1)   + Tax Clearance "Original" (SBD 2)   + Declaration of Interest (SBD 4)   + Declaration of Past SCM Practices (SBD 8)   + Certificate of Independent Bid Determination (SBD 9) * In the hardcopy file, the original signed documents must be included. * Attendance of compulsory briefing session * The response will be subjected to risk assessment report prior award * Provide a detailed proposed Master Services Agreement and Service Level Agreement.   **Failure to comply with the admin requirements will render the bid non responsive and will be disqualified.** |  |
|  |  |  |  |  |
| *With the individual points made up as follows:* | | | |  |
|  | B |  | **Functionality (As per the RFP) (Phase 2) - – please respond in the supplied format included from page 20 to page 29.** | **minimum qualifying 80%** |
|  |  | **B** | **Relevant Skills and Experience and Industry Exposure:**   1. **Service Requirements:** Demonstrate the ability to deliver the full extent of services required the ability to support a large implementation within various regions throughout South Africa and show a high level of maturity and discipline in the methodology, process and standards used/adopted. 2. **Solution Specific Requirements:** Demonstrate an understanding of the RFP requirements and the ability to implement the requirements through demonstrating sound technical competency. 3. **Key General Company Information**: Provide references of similar projects done and demonstrate differentiating factors / value adds. 4. **Professional Consulting Services:** Demonstrate the ability to provide leadership and innovation within the project. 5. **Project Management**: Demonstrate good project governance and project management experience. Also demonstrate the ability to execute projects successfully. | **10%**  **80%**  **6%**  **2%**  **2%** |
|  |  |  | **NB Minimum 60% qualifications on functionality** |  |
|  |  |  | **Total weighting** | **100%** |
|  | **C** |  | Price (Phase 3) (detailed price breakdown and payment schedule must be provided, inclusive of VAT) and;  B-BBEE Status Level of Contributor | 90%  10% |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | **Total Points** | **100%** |
|  |  |  |  |  |

Selection will also be based on approval, by the GPAA architecture team, of a comprehensive design proposal.

Please inform the GPAA management of anything you deem missing from both this RFP document and the process being followed.

**Annexure A**

**(GPAA)**

**SCM**

***Standard Bid Document***

**SBD1**

## INVITATION TO BID

|  |
| --- |
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF GOVERNMENT PENSIONS ADMINISTRATION AGENCY (GPAA) |

BID NUMBER: **GPAA 18/2017** CLOSING DATE: **29 May 2017**

CLOSING TIME: **11h00am**

DESCRIPTION: **Mainframe Support, Mainframe Data replication and Mainframe Failover Services**

|  |
| --- |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT |

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT GPAA ADDRESSED TO:

**Government Pensions Administration (GPAA)**

34 HAMILTON STREET

ARCADIA

PRETORIA

0001

Bidders should ensure that bids are delivered timorously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 8 hours a day between 08:00 to 16:30, Monday to Fridays.

ALL BIDS MUST BE SUBMITTED WITH THE STANDARD 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 THE BID BEING DISQUALIFIED) ALL STANADARD BIDDING DOCUMENT AS ATTACHED |

NAME OF BIDDER………………………………………………………………………………………………..

POSTAL ADDRESS…………………………………………………………………………………………………………..

STREET ADDRESS…………………………………………………………………………………………………………....

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

CELLPHONE NUMBER…………………………………………………………………………

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

VAT REGISTRATION NUMBER ………………………………………………………………………….....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD2)?

YES/NO

SIGNATURE OF BIDDER ……………………………………………………..............

DATE ……………………………………………………..............

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

**SBD3.1**

## PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

|  |
| --- |
| Name of bidder….... Bid number: **GPAA k8/2017**  Closing Time **11:00AM on 29 May 2017** |

OFFER TO BE VALID FOR…**120**……DAYS FROM THE CLOSING DATE OF BID.

**Pricing (3 years with an option to extend with 1 years**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Work Package 1 – **Mainframe Support, Data Replication and Failover Services** | | | | |
| **ITEM NO** | **DESCRIPTION** | **Qty** | **Unit Price** | **BID PRICE IN RSA CURRENCY (INCLUDING VAT)** |
| **1** | **Implementation and configuration** |  |  |  |
|  | Project Management | 1 |  | R |
|  | Documentation | 1 |  | R |
|  | Service Transitioning | 1 |  | R |
|  | Configuration | 1 |  | R |
|  | Sub Total |  |  | R |
| **3** | **Mainframe Support, Data Replication and Failover Services** |  |  |  |
|  | Managed Services (Year 1) | 12 |  | R |
|  | Managed Services (Year 2) | 12 |  | R |
|  | Monthly Service Fee (Year 3) | 12 |  | R |
|  | Sub Total |  |  | R |
| **4** | **Mainframe Support, Data Replication and Failover Services (once off costs)** |  |  |  |
|  | Service/Infrastructure …. | 1 |  | R |
|  | Service/Infrastructure …. | 1 |  | R |
|  | Service/Infrastructure …. | 1 |  | R |
|  | Exit Transitioning Cost | 1 |  | R |
|  | Sub Total |  |  | R |
| **TOTAL(VAT Inclusive)** | |  |  | **R** |

Required by: GPAA /CEO

At: 34 Hamilton Str

Brand and model ………………………………….

Country of origin ………………………………….

Does offer comply with specification? \*YES/NO

If not to specification, indicate deviation(s) ………………………………….

Period required for delivery ………………………………….

\*Delivery: \*FIRM/NOT FIRM

Delivery basis ………………………………….

**Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

\* Delete if not applicable

**SBD 4**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her positionin relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or

- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative: ……………………………

* 1. Identity Number: ………………………………………………………………
  2. Position occupied in the Company (director, trustee, shareholder²): …………
  3. Company Registration Number: ………………………………………………
  4. Tax Reference Number: …………………………………………………………
  5. VAT Registration Number: …………………………………………………………

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature;

(d) national Assembly or the national Council of provinces; or

(e) Parliament.

²”Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**

presently employed by the state?

* + 1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……....………………………

Name of state institution at which you or the person

connected to the bidder is employed : ………………………………………

Position occupied in the state institution: ……………………………

Any other particulars:

………………………………………………………………

………………………………………………………………

………………………………………………………………

* + 1. If you are presently employed by the state, did you obtain **YES / NO**

the appropriate authority to undertake remunerative

work outside employment in the public sector?

* + - 1. If yes, did you attached proof of such authority to the bid **YES / NO**

document?

(Note: Failure to submit proof of such authority, where

applicable, may result in the disqualification of the bid.

* + - 1. If no, furnish reasons for non-submission of such proof:

…………………………………………………………………….

…………………………………………………………………….

…………………………………………………………………….

* 1. Did you or your spouse, or any of the company’s directors / **YES / NO**

trustees / shareholders / members or their spouses conduct

business with the state in the previous twelve months?

* + 1. If so, furnish particulars:

…………………………………………………………………..

…………………………………………………………………..

…………………………………………………………………...

* 1. Do you, or any person connected with the bidder, have **YES / NO**

any relationship (family, friend, other) with a person

employed by thestate and who may be involved with

the evaluation and or adjudication of this bid?

2.9.1If so, furnish particulars.

……………………………………………………………...

…………………………………………………………..….

………………………………………………………………

2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between

any other bidder and any person employed by the state

who may be involved with the evaluation and or adjudication

of this bid?

2.10.1 If so, furnish particulars**.**

………………………………………………………………

………………………………………………………………

………………………………………………………………

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

…………………………………………………………………………….

**3 Full details of directors / trustees / members / shareholders.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Full Name** | **Identity Number** | **Personal Tax Reference Number** | **State Employee Number / Persal Number** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**4 DECLARATION**

I, THE UNDERSIGNED (NAME)………………………………………………………………………

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………….. ..……………………………………………

Signature Date

…………………………………. ………………………………………………

Position Name of bidder

**SBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

* 1. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 20 |
| **Total points for Price and B-BBEE must not exceed** | **100** |

* 1. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
  2. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“prices”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

**** or ****

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
   1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

1. **BID DECLARATION**
   1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
2. **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1** 
   1. B-BBEE Status Level of Contributor: . = ………(maximum of 10 or 20 points)

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

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

1. What percentage of the contract will be subcontracted............…………….…………%
2. The name of the sub-contractor…………………………………………………………..
3. The B-BBEE status level of the sub-contractor......................................……………..
4. Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

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

|  |  |  |
| --- | --- | --- |
| **Designated Group: An EME or QSE which is at last 51% owned by:** | **EME**  **√** | **QSE**  **√** |
| Black people |  |  |
| Black people who are youth |  |  |
| Black people who are women |  |  |
| Black people with disabilities |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people |  |  |
| Black people who are military veterans |  |  |
| **OR** | | |
| Any EME |  |  |
| Any QSE |  |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of company/firm:…………………………………………………………………………….
   2. VAT registration number:……………………………………….…………………………………
   3. Company registration number:…………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………..

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:……………………………
  2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

**SBD8**

## DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Question** | **Yes** | **No** |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied). | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  **To access this Register enter the National Treasury’s website,** [**www.treasury.gov.za**](http://www.treasury.gov.za)**, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.** | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |

**CERTIFICATION**

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

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

………………………………………... …………………………………..

Signature Date

………………………………………... …………………………………..

Position Name of Bidder

**SBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

1. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
2. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Institution)

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

I certify, on behalf of:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
6. has been requested to submit a bid in response to this bid

invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

1. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
2. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
3. prices;
4. geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid; or

(f) bidding with the intention not to win the bid.

1. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
2. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

**SBD 9**

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

…………………………………… …………………………………

Signature Date

………….………………………. …………………………………

Position Name of Bidder

**Annexure B**

**(GPAA)**

**SCM**

***Special Conditions of Contract***

## Special Conditions of Contract

|  |
| --- |
| **General Notes** |
| The purpose of this Special Conditions of Contract (SCC) is to:   1. Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employee Pension Fund (GPAA); and   (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.  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 (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.  Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail. |

* 1. **Bid Submission** 
     1. Bidders will be permitted to submit bids by:

Hand: 34 Hamilton Street, Arcadia, Pretoria

* + 1. Closing Date: **29 May 2017**
    2. Closing time: **11h00am**
    3. Compulsory briefing session will held on **Monday, 12 May 2017** at 34 Hamilton Street, Arcadia, Pretoria at **10h00 am.**
  1. **Validity of Bids** 
     1. Bidders are required to submit bids valid for **120** days.
  2. **Two-stage Bidding** 
     1. For this bid, a two-stage bidding procedure will be used, under which first un- priced

technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

* + 1. Suppliers are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal.

1.3.3 A minimum number of **five** (5) copies of the technical proposal are required as well as **five** (5) copies of the pricing proposal in a separate envelope.

1.3.4 Only suppliers who meet the minimum of **60%** on functionality will be considered for second stage of evaluation.

1.3.5 Government Pension Administration Agency (GPAA) reserve the right to increase or decrease the number of suppliers awarded based on decision deem fit and the workload to be carried out.

* 1. **Late Bids**

1.4.1 Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

* 1. **Clarification or Alterations of Bids** 
     1. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
     2. Requests for clarification needed to evaluate bids and the bidder’s responses should be made in writing.
  2. **Administrative requirements**

If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

* + 1. It will be ascertained whether bids:

1. Include original tax clearance certificates;
2. Include compulsory SBD forms that have been properly signed and completed (SBD 3.1; SBD4; SBD 6.1; SBD 8 and SBD 9);
3. Include a technical proposal / response;

* + 1. The bidder will not be permitted to correct or withdraw material deviations or

reservations once bids have been opened.

1.6.3 GPAA reserve the right to add and remove refreshments and consumables listed and not listed.

* 1. **Rejection of all Bids**

GPAA reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

* 1. **Associations between Consultants**
     1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.
     2. Consultants who do form a joint venture will agree on their terms and conditions and inform the GPAA of the details of such a joint venture for approval.

**1.9 Bidder Selection**

1.9.1 The GPAA reserves the right to select the appropriate bidders based on its requirements, and the decision of the adjudication panel and the CEO of GPAA will be considered final.

**1.10 Project team to service GPAA**

Note that if changes are made to the Project team proposed in the tender after the bid has been awarded, this has to be cleared with GPAA first.

**Annexure C**

**(GPAA)**

**SCM**

***General Conditions of Contract***

## *GPAA PROCUREMENT:* GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

1. Draw special attention to certain general conditions applicable to GPAA bids, contracts and orders; and
2. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GPAA.
   * 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 documents and may not be amended.
   * Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

**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. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. **DEFINITIONS**

The following terms shall be interpreted as indicated:

* 1. “**Closing time**” means the date and hour specified in the bidding documents for the receipt of bids.
  2. “**Contract**” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  3. “**Contract price**” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  4. “**Corrupt practice**” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public employee in the procurement process or in contract execution.
  5. "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidized by its GPAA and encouraged to market its products internationally.
  6. “**Country of origin**” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  7. “**Day**” means calendar day.
  8. “**Delivery**” means delivery in compliance of the conditions of the contract or order.
  9. “**Delivery ex stock**” means immediate delivery directly from stock actually on hand.
  10. “**Delivery into consignees store or to his site**” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  11. "**Dumping**" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  12. ”**Force majeure**” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  13. “**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  14. “**GCC**” means the General Conditions of Contract.
  15. “**Goods**” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract
  16. “**Imported content**” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
  17. “**Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
  18. “**Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  19. “**Order**” means an employee written order issued for the supply of goods for works or the rendering of a service.
  20. “**Project site**,” where applicable, means the place indicated in bidding documents.
  21. “**Purchaser**” means the organization purchasing the goods.
  22. “**Republic**” means the Republic of South Africa.
  23. “**SCC**” means the Special Conditions of Contract.
  24. “**Services**” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
  25. “Written” or “in writing” means handwritten in ink or any form of 96 electronic or mechanical writing.

1. **APPLICATION**
   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. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
   3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
2. **GENERAL**
   1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
   2. With certain exceptions, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.
3. **STANDARDS**
   1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
4. **USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION**
   1. The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
   2. The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
   3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
   4. The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
5. **PATENT RIGHTS**
   1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
6. **PERFORMANCE**
   1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance **security** of the amount specified in SCC.
   2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.
   3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
      1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
      2. a cashier’s or certified cheque
   4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
7. **INSPECTIONS, TESTS AND ANALYSES**
   1. All pre-bidding testing will be for the account of the bidder.
   2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
   3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.
   4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
   5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
   6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
   7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
   8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
8. **PACKING**
   1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods’ final destination and the absence of heavy handling facilities at all points in transit.
   2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
9. **DELIVERY OF DOCUMENTS**
   1. Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
   2. Documents to be submitted by the supplier are specified in SCC.
10. **INSURANCE**
    1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
11. **TRANSPORTATION**
    1. Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
12. **INCIDENTAL SERVICES**
    1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
13. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
14. furnishing of tools required for assembly and/or maintenance of the supplied goods;
15. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
16. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
17. training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
    1. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
18. **SPARE PARTS**
    1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
19. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
20. in the event of termination of production of the spare parts:
21. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
22. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
23. **WARRANTY**
    1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
    2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
    3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
    4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
    5. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
    6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
24. **PAYMENT**
    1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
    2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
    3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
    4. Payment will be made in Rand unless otherwise stipulated in SCC.
25. **PRICES**
    1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.
26. **CONTRACT AMENDMENTS**
    1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
27. **ASSIGNMENT**
    1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.
28. **SUBCONTRACTS**
    1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
29. **DELAYS IN THE SUPPLIERS PERFORMANCE**
    1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
    2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it’s likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
    3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authorities.
    4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.
    5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
    6. Upon any delay beyond the delivery period in the case of supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
30. **PENALTIES**
    1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
31. **TERMINATION FOR DEFAULT**
    1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
32. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
33. if the Supplier fails to perform any other obligation(s) under the contract; or
34. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
    1. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
35. **ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**
    1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
36. **FORCE MAJEURE**
    1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
    2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
37. **TERMINATION FOR INSOLVENCY**
    1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
38. **SETTLEMENT OF DISPUTES**
    1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
    2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
    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.
    4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
    5. Notwithstanding any reference to mediation and/or court proceedings herein,
39. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
40. the purchaser shall pay the supplier any monies due the supplier.
    1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.
41. **LIMITATION OF LIABILITY**
    1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser.
    2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
42. **GOVERNING LANGUAGE**
    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.
43. **APPLICABLE LAW**
    1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
44. **NOTICES**
    1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
    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.
45. **TAXES AND DUTIES**
    1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.
    2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
    3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, GPAA 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.