**Confidential**



Government Pensions

Administration Agency

(GPAA)

**Request for proposal (RFP) to Supply and implement and maintain**

**An Identity and Access Management Solution**

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**TERMS OF REFERENCE**

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| **Request for Proposal (RFP) to Supply and Implement and Maintain**  **An Identity and Access Management Solution**  SOLUTION REQUIREMENTS DEFINITIONS |

Document Classification:

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Document Versions

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Document Reference Library

|  |  |
| --- | --- |
| **Document File Name** | **Context and Relevance** |
| AUTH Solution Presentation | Provides available solution of strong authentication |
| SuperSign | Provides solution details for identity verification |
| HID Building the case for strong authentication | Provides the principles and types of authentication methods |
| SANS IAM | Provides details for ideas on IAM requirements |
| EMC2 IAM Buyers Guide | Provides Basics of IAM |

Notes, Abbreviations and Acronyms

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| GPAA | Government Pensions Administration Agency |
| GEPF | Government Employees Pension Fund |
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# Executive Summary

The Government Pensions Administration Agency (GPAA) is an agency that provides administration services to the Government Employees Pensions Fund (GEPF) and National Treasury. In its efforts to streamline its business processes and to provide a more effective Defined Benefits / Contributions Pensions Administrations process, the GPAA has embarked on a Modernisation Programme.

The Modernisation Programme has at least 9 projects that deliver different applications to support the various GPAA business processes.

Part of the programme is to allow clients and members to directly interact with certain GPAA applications; the idea is to move to an empowered client, but also to ensure that the client data stored within the GPAA systems are relevant, up-to-date and secured. The direct interaction also allows the GPAA to determine client behaviours and design business processes according to such behaviours. The above constitutes GPAA’s quest for “big data”; i.e. the process of having a rich data environment and using such environment for decisions, strategies, understanding the client landscape and behavior, and thereby even steering client behaviour.

Whilst the above strategy eases the GPAA’s administration burden, it creates importance for compliance whereby the GPAA needs to protect the confidentiality, integrity and privacy of such big data. The GPAA will also need to ensure that the interaction between system and client (users both internally and externally, Beneficiaries, Members, Employers, Brokers, etc.) is secure and auditable. One such control measure is to have strong authentication coupled with positive identification and verification.

Strong authentication comes in many forms, but the safest two options are either something that the user has or something that the user is. These controls will assist the GPAA in further combatting fraud.

The prevention of fraud is a strategic key performance area within the GPAA 2016-2020 Strategy.

# Objective

The managed solution proposed must meet the following objectives:

* High availability solution;
* Provide functional infrastructure, or software and processes;
* Solution must be easy to implement, manage and operate;
* Integrate with existing and future GPAA applications/systems;
* Use standard protocols and interoperability;
* Full Automated Access Lifecycle Management Capability;
* Synchronisation of identity information and stores based on an “authoritative source” model;
* Support Multiple Strong Factor Authentication types;
* Comprehensive Single-Sign on capability;
* Privileged Account Management;
* Web Management facilities;
* Self-Service capabilities;
* Centralized management;
* Single supplier accountability;
* Comprehensive logging and auditing

The GPAA Information Security function, taking into consideration all the above-mentioned facts, is therefore looking to procure an Identity and Access Management solution and/or service.

# Scope

The core deliverables of this RFP is to provide a solution that will support user identity and access administration coupled with strong authentication components. This will be an all-inclusive solution that will be required to integrate with legacy applications and newer developed applications / systems.

The solution must support compliance to the GPAA policies and current or forthcoming Cyber Security Legislation (e.g. Cyber Security Bill) and/or Best Practise requirements (e.g. ISO 27001, NIST CSF, COBIT, etc.).

# Desired Outcomes

Identity and Access Management (IAM) is part of a larger fabric of the ICT Services Lifecycle that helps to regulate users’ access to enterprise resources.

Promising greater administrative efficiency, increased user productivity and effective information security, this framework includes a broad range of solutions from user access controls for Web single sign-on, directory services, privileged access management, and authentication services, to enterprise provisioning and/or de-provisioning.

**Identity and Access Management Environment** - At the highest level, the Identity and Access Management (IAM) environment exists to provide a framework under which users access enterprise resources. Users are internal employees, contractors, external constituents (Beneficiaries, Members, Employers, Brokers, etc.) or business partners. Resources include any enterprise asset or service required by users in order to do their jobs or be serviced. Resources are typically the applications, databases and directories that make up the information assets of the enterprise. Users gain access to resources either directly through proprietary client interfaces or via web-based applications.

**Access Management Layer** -- The Access Management layer of the IAM environment provides run-time control of access to resources. In other words, in real time while users actively use applications, the Access Management Layer permits or denies access to resources and individual operations within those resources. Products within the Access Management layer include authentication and authorization solutions such as:

* Web Single Sign-on
* Web Access Management
* Directory Services
* Federation Services
* Strong Authentication Services

**Identity Management Layer** - functionality that fall into the Identity Management layer offer the following general capabilities: provisioning, approval workflow, delegated administration, user account and password self-service, auditing and reporting. The Identity Management layer reconciles that a single user has accounts on multiple information systems within the enterprise and each account has unique entitlements associated with it, depending on the system’s capabilities and the user’s relationship to the enterprise. Finally, the Identity Management layer supports, enforces and automates the business processes that govern the organization and distribution of identities and entitlements in the extended enterprise.

**Identity Management Components** -- Key capabilities of the Identity Business Process Services component include but are not restricted to:

* Delegated administration
* Automated approval processes and task management
* Integrated workflow
* Security policy enforcement through roles and entitlements
* Status monitoring, tracking and event notification
* Reporting
* Audit trail & Activity logging
* Identity Federation
* User Self-Service
* Reduction in number of credentials a user must maintain
* Automated Revoke and/or De-registration

# Solution requirements

* **Access Management Core Services**:
  + Authentication, web SSO, coarse-grained authorization for enterprise applications and/or services deployed on premise or in the cloud.
* **Identity Federation**:
  + Supports Cross-Internet-domain authentication and delegated authorization supporting industry standards such as SAML, OAuth, and OpenID.
  + Social log-on using social network identities should also be supported.
* **Mobile Security**:
  + Lightweight mobile, cloud, and social networks interface to access corporate resources via industry standards such as OAuth.
  + Supports a Mobile and Social service that allows mobile clients such as smart phones to leverage the backend Access Management infrastructure for adaptive authentication, SSO, fine-grained authorization, risk analysis and fraud detection.
  + Supports Client-side SDK for authentication, SSO and delegated authorisation
  + Supports adaptive access features
* **Access Portal Service**:
  + Supports a web-based central launch pad allowing users to federate all their applications through SAML, OAuth, or Form-Fill. Access Portal provides the foundation to build a private or public cloud SSO service.
* **Adaptive and Intelligent Access:**
  + Strong, multi-factor authentication and heuristic fraud detection service.
  + Soft-token OTP solution with one-touch notification services.
  + Context-aware access (i.e. device context, geo location, session context, transaction context)
  + Content-aware access (leverages content classification)
  + Risk-aware access (real-time risk assessment based on context and policies)
  + Context, content, risk driven, dynamic access based coupled with step-up authentication and granular authorisation.
  + Device fingerprinting
  + Predictive auto-learning
  + Knowledge-based authentication
  + Support and integrate various authenticators, such as One-Time Passwords using SMS, email, soft-tokens, mobile app and/or biometrics.
* **Fine-grained Authorization**:
  + Supports external, centralized, fine-grained, attribute-based authorization compliant with the Extensible Access Control Markup Language (XACML) standard.
* **API Security**:
  + Supports First line of defense for REST APIs and web services, typically deployed in the DMZ, supporting protocol transformation, API firewalling, authentication, and authorization.
  + API and Web Services Security based authentication and authorisation.
  + Support various data formats e.g. XML, JSON, and also transfer protocol translation.
  + Allows / supports XML firewalling and/or throttling.
* **SOA Security**:
  + Supports last-mile security components co-located with the resource endpoint, designed to protect against man-in-the-middle attacks.
* **Security Token Service**:
  + Supports Trust brokerage between different, heterogeneous infrastructure tiers by creating, validating and consuming standard security tokens such as SAML assertions or Kerberos tokens.
* **Rich-Client-Based Enterprise SSO**:
  + Must provide SSO to rich client applications.
  + Browser-based Enterprise SSO should be made available through an Access Portal.
* **Monitoring and Analytics Capability**:
* **Real**-time and batch analysis (heuristic behaviour analysis)
* **Universal risk snapshots**
* Detailed event logging that contains at minimum the following information:
* Current User Location – Geo-location and Reverse IP
* IP Address – trusted, blacklist, anonymous
* MAC AddressTime of access on Device and Target System
* Access Characteristics – Frequency, duration, etc.
* Relationship – prior, social, dynamic, computed
* Source and endpoint device attributes such as
  + Security – rooted, encryption, key-store
  + Identity – Model, OS, Version, ID, SIM, IMEI
  + Cookies (presence and or contents)
* Derived Context from applications
* **User and Device Registration**
  + Provide easy user registration services that include:
    - Feeds from authorised source systems
    - Self-user registration request with workflow process

**Solution Requirements (Technical & Functional) Questionnaire**

**Instructions for Completion of Tables**

* Below are several tables of requirements that the bidder must utilise and respond to in the following manner.
* For each requirement line-item, fill in the respective section as indicated, to indicate whether the Bidder has subject experience with configuring IAM Suites (IAM software); and, its product meets the requirement(s).
* The type of response required is so indicated by the “answer type”.
* Where Y/N, then a “Y” (yes) or an “N” (no) answer should be provided (supplemented with comments, if so preferred).
* Where a “List” response is required, do so in a list format.
* Where an “Essay” response is required, then a contextual response is required that describes the answer to the question in comprehensive detail.

**The Requirements**

The following sections contain information and criteria that will be used to assess your capabilities and experience in deploying IAM solutions.

Wherever possible, provide examples and supporting data.

The subsequent tables require a description of the proposed solution and proposed project

team’s experience for these technology categories:

* *Directory Services*
  + Standards Compliance
  + Platform Support
  + Directory Functionality
  + Replication
  + Directory Indexing
  + Performance, Monitoring and Management
  + Schema
* *Data Integration*
  + Identity Management System Connectors
  + Data Transformation and Abstraction
* *Resource Provisioning*
  + Workflow and Automation
  + Delegated Administration
  + Auditing & Reporting
  + Rules Engine
* *Preferred Platform*
* *Preferred Web Server / Application Server Support*
* *Web Access Management*
* *Password Management*
  + Delegated Password Administration
  + Password Automation
  + Single Sign-on
* *Role Engineering*
* *Entitlements*

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* *Self-Service Application*
* *Identity Federation*
* *Authentication*

When providing responses to the above mentioned requirements, please consider that at a high-level the GPAA has the following technologies and it is advantageous if your solution supports a wide-range of technologies:

**Directory Services**

* LDAP
* Active Directory

**Operating Systems**

* Oracle SuperCluster
* Windows 2008 and onwards
* Linux
* Z / OS
* VM-Ware

**Databases**

* Oracle
* SQL
* Natural

**Messaging**

* MS Outlook and MS Exchange

**Applications**

* In-house developed (PCM, ECM, CRM, QMS, etc) that are either
  + Microsoft-supported; or
  + Linux-supported; or
  + Oracle-supported
  + Web-based (JAVA; .NET, etc.)
  + Hadoop
  + Dipforge

**MIS**

* Oracle OBIEE

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| 1. **Functional Requirements: Quality of Solution - Ability to Implement Solution** | **Essay** | **Please Describe Experience and/or Provide Comments** |
| **A.1 Directory Services – Standards Compliance (Please Identify the standards / compliance regulations that your solution supports)** | | |
| **A.2 Directory Services – Platform Support (Please specify your platform and what it can support and/or integrate with)** | | |
| **A.3 Directory Services – Functionality** | | |
| 1. Support for dynamic groups based on specific attributes in the directory | **Y/N** |  |
| 1. Support for nested groups | **Y/N** |  |
| 1. Native referential integrity for users and groups | **Y/N** |  |
| 1. Support for extensibility via pre- and post- operation plug-ins (or equivalent external calls) | **Y/N** |  |
| 1. Support for multiple password policies | **Y/N** |  |
| 1. Access Control Lists to protect directory data from unauthorized access (please provide details on your access model) | **Y/N** |  |
| 1. Software-based failover | **Y/N** |  |
| 1. Software-based load balancing | **Y/N** |  |
| 1. Describe preferred approach to provide high availability to the proposed solution | **Essay** |  |
| 1. Describe what support you provide for virtual directory services to either support application specific schema or to directly aggregate data from other repositories | **Essay** |  |
| 1. Describe the history of your proposed Directory Services solution and include major milestones and industry accomplishments that differentiate your offering from others in the market | **Essay** |  |
| **A.4 Directory Services – Replication** | | |
| 1. Describe the replication methodology and techniques of the proposed directory service solution | **Essay** |  |
| 1. Describe what mechanisms are supported for controlling traffic during replication | **Essay** |  |
| 1. List what components in your solution supports cross-platform replication | **List** |  |
| 1. Describe the security enforced during the replication process | **Essay** |  |
| **A.5 Directory Services – Directory Indexing** | | |
| 1. Describe how indexing functions in your solution | **Essay** |  |
| 1. List which fields are indexed by default | **List** |  |
| 1. Describe what limitations may exist (if any) when indexing fields that are not part of the default schema | **Essay** |  |
| **A.6 Directory Services – Performance, Monitoring & Management** | | |
| 1. Describe the maximum number of directory queries (reads and writes) per second before additional servers are recommended | **Essay** |  |
| 1. Describe what recovery mechanisms exist for recovery from a critical failure | **Essay** |  |
| 1. Describe the recommended approach to the bulk import & export of directory user data and/or configuration information | **Essay** |  |
| 1. Directory log file purging and rotation | **Y/N** |  |
| 1. Support for configurable log file locations | **Y/N** |  |
| 1. Support for configurable granularity of log information (i.e. to support debugging and troubleshooting) | **Y/N** |  |
| 1. List monitoring standards that are supported for directory server operations | **List** |  |
| 1. Recommended object count thresholds at which directory segmentation or server augmentation should occur | **Essay** |  |
| **A.7 Directory Services – Schema** | | |
| 1. List the attributes and classes that are defined by default in the schema of the Directory Services solution proposed | **List** |  |
| 1. Describe the procedure for extending the schema to include attributes that are not included in the default configuration | **Essay** |  |
| 1. Describe how schema entries that are no longer needed be removed | **Essay** |  |
| 1. Describe how schema extensions that are made specifically for the GPAA can be protected from accidental interference from future product updates | **Essay** |  |
| 1. Describe the impact of customer schema extensions upon your proposal particularly in areas of product support, maintenance (patches, upgrades, new releases) and/or any other limitations customer schema extensions may be subject to in other areas of your solution | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| 1. **Data Integration – Identity Management System Connectors** | | |
| 1. List the applications, databases, and directory services your solution supports for bi-directional synchronization for identity attributes, accounts groups, group memberships, and passwords | **List** |  |
| Support request for the creation of a new LDAP group through the identity management interface with workflow approval for group creation. Approval results in creation of new group object on identity manager (directory) and either LDAP security systems | **List** |  |
| 1. Support for pull-based synchronization (polling) | **List** |  |
| 1. Support for push-based synchronization | **List** |  |
| 1. Support for database-maintained change log for event triggered updates | **List** |  |
| 1. Support for commit and rollback of propagated changes (transaction-based synchronization) | **List** |  |
| 1. Support for identity mapping from a person object to one or more account objects based on security requests from identity administrators (e.g., Security admins) | **Y/N** |  |
| 1. Describe how your solution supports the creation of a one-time password for a new user and indicate the methods to communicate that password to the user | **Essay** |  |
| 1. Support for GPAA’s ‘global’ unique identifier creation and population through externalised calls | **Essay** |  |
| 1. Describe how your solution detects changes that need to be processed | **Essay** |  |
| 1. Describe which facets of your solution are schedule-based and which are event driven | **Essay** |  |
| 1. Describe how differences between attribute values in two connected systems are merged/resolved | **Essay** |  |
| 1. Describe what mechanisms your solution supports to prevent changes to data in connected systems so that information acquired from authoritative sources is maintained | **Essay** |  |
| 1. Describe how changes that are made during an outage of one or more of the integration pathways can be processed once the condition is corrected and what types of changes may be lost; same to be described if replication is impacted and then re-established | **Essay** |  |
| 1. Describe how your solution determines what information has changed and how it synchronizes only that discrete information | **Essay** |  |
| 1. Describe what mechanisms exist to discover what attributes and objects are not fully synchronized at any given moment and how to force a resynchronization | **Essay** |  |
| 1. Describe how the current backlog of any integration pathway can be ascertained | **Essay** |  |
| 1. Describe how changes that are queued can be removed from the cache so that they are not processed | **Essay** |  |
| 1. Describe what monitoring capability and automatic recovery options are available for both the Identity Management engine and any connectors | **Essay** |  |
| 1. Describe what capabilities your solution provides to spawn new events and activities from a single original event that effect the same and different objects | **Essay** |  |
| 1. Describe any automated documentation mechanisms your solution provides | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **C.1 Resource Provisioning – Workflow & Automation** | | |
| 1. Template-based workflows for user account creation, management, group assignments, de-activation and deletion. How will this apply to the GPAA’s users and non-GPAA users | **Y/N** |  |
| 1. Changes to template can be configured to effect changes to all users created based upon template | **Y/N** |  |
| 1. GUI-based design-time editor for workflows | **Y/N** |  |
| 1. GUI-based run-time view of workflow status by identity administrator, by identity subject (e.g., the person being administered) or by overall system administrator | **Y/N** |  |
| 1. Automated creation, pending workflow approval(s) of user and group accounts based on attribute information | **Y/N** |  |
| 1. Support workflow routing to specific approval administrators (e.g., administrators, application owners, managers) based on Cost Center, Group ownership or other specific attributes | **Y/N** |  |
| 1. Support workflow routing to specific approval administrators when specific job or personal information is updated | **Y/N** |  |
| 1. Approver must authenticate to the identity management system to access the workflow inbox and perform the workflow activity | **Y/N** |  |
| 1. Describe how workflow escalation based on configurable response time windows on a per workflow basis function | **Y/N** |  |
| 1. Support email notifications to specific accounts or groups of accounts for certain activities performed by the identity management system | **Y/N** |  |
| 1. Describe the integrations supported by your workflow engine with the externalized workflow engines of other systems | **Y/N** |  |
| 1. Describe the API’s and protocols that your workflow engine supports | **Y/N** |  |
| 1. Describe any specific technologies that your solution supports; e.g. specific browsers, etc. |  |  |
| 1. Support for request-driven workflow, initiated by administrator or authorized user action | **Y/N** |  |
| 1. Support for event-driven workflow, initiated by change to information in authoritative source systems | **Y/N** |  |
| 1. Support for event-driven account de-activation (i.e., not deletion) with or without workflow approval | **Y/N** |  |
| 1. Support for request-driven account de-activation (i.e., not deletion) with or without workflow approval | **Y/N** |  |
| 1. Support both workflow for disabling and deletion of accounts in separate steps (e.g., configured 30-day ‘grace period’ between deactivation and deletion) | **Y/N** |  |
| 1. Support event-driven account re-activation with or without workflow approval | **Y/N** |  |
| 1. Support request-driven account re-activation with or without workflow approval | **Y/N** |  |
| 1. Support removal of accounts from target systems | **Y/N** |  |
| 1. Support removal of accounts from target system groups upon deletion of user account | **Y/N** |  |
| 1. Support removal of user accounts and user ID (person object) from identity management system upon deletion, with notification or pending workflow approval | **Y/N** |  |
| 1. Support the triggering of a workflow that identifies all non-person (“generic”) accounts ‘owned’ by a user being removed from the identity management system, in order for an administrator to re-assign the accounts to new owners if necessary | **Y/N** |  |
| 1. Support for the creation of platform-specific entities required for account provisioning (e.g., AD home directories, AD logon etc.) | **Y/N** |  |
| 1. Support for assurance of account creation on target system (retry of failed creation, failure reporting mechanism, commit and rollback capabilities) | **Y/N** |  |
| 1. Describe your Workflow development interface and what level of technical expertise is needed to create and manage individual workflows | **Y/N** |  |
| 1. Describe what manual delegation capabilities your solution provides | **Y/N** |  |
| 1. Describe what automatic delegation capabilities your solution provides and how they may be triggered | **Y/N** |  |
| 1. Describe how your solution is able to spawn additional workflows based from a single initial workflow | **Y/N** |  |
| 1. Describe what actions are supported by your workflow engine | **Y/N** |  |
| 1. Describe how your workflow engine ensures that the dependencies for a given workflow are satisfied during the spawning process | **Y/N** |  |
| 1. Describe how your workflow engine prohibits requests that would not be approved based upon predefined conflicts, attributes, role, or some other facet of the requestor | **Y/N** |  |
| 1. Describe how a user may make initiate multiple workflow requests at one time | **Y/N** |  |
| 1. Support for routing to a workflow group rather than a specific person | **Y/N** |  |
| 1. Describe the process to create a workflow that revokes the results granted by another, existing workflow | **Y/N** |  |
| **C.2 Resource Provisioning – Delegated Administration** | | |
| 1. Web-based GUI delegation configuration editor for workflow design | **Y/N** |  |
| 1. Web-based GUI delegated administration interface for workflow interaction | **Y/N** |  |
| 1. Support initial capturing of new contractor data from security administrators (e.g., administrators) via identity management interface | **Y/N** |  |
| 1. Support dynamic delegation to specific identity administrators based on a user’s attribute values (cost center, job code, etc.) | **Y/N** |  |
| 1. Support delegation by identity administrator to another person for a specific period of time | **Y/N** |  |
| 1. Support for reminders to identity administrators who are required to perform workflow tasks | **Y/N** |  |
| 1. Support for n-level delegation (please specify n) | **Y/N** |  |
| 1. Allow self-service to read specific attributes in their profile, while preventing others from doing so | **Y/N** |  |
| 1. Allow self to update specific attributes in their profile, while preventing others from doing so | **Y/N** |  |
| 1. Support self-registration security requests for specific services | **Y/N** |  |
| **C.3 Resource Provisioning – Auditing and Reporting** | | |
| 1. Support out-of-the-box reports (please specify) | **Y/N** |  |
| 1. Support scheduled report generation | **Y/N** |  |
| 1. Support for email-based report subscriptions / notifications | **Y/N** |  |
| 1. Provide a built-in query tool for ad-hoc reporting | **Y/N** |  |
| 1. Support configuration of security audit levels and audit information collected | **Y/N** |  |
| 1. Support an ODBC-compliant database as the audit repository | **Y/N** |  |
| 1. Support user maintenance auditing (identity updates, password changes, self-administration, etc.) | **Y/N** |  |
| 1. Support for historical reporting (e.g., John Doe had access to these resources at this point in time) | **Y/N** |  |
| 1. Support for integration with other reporting engines, list what you support. | **Y/N and Essay** |  |
| 1. Describe the integration between the proposed auditing solution and the other IAM components that comprise your solution | **Essay** |  |
| 1. Describe the manner in which the auditing solution correlates events to a particular identity even if the name of the object representing that identity has changed | **Essay** |  |
| 1. Describe how events in the auditing engine are correlated to actions performed by the Identity Management solution | **Essay** |  |
| 1. Describe how the auditing solution is able to detect changes made outside of the provisioning events of the Identity Management solution | **Essay** |  |
| 1. Describe the systems, applications, and protocols that the Auditing solution is able to interact with and the nature of that interaction | **Essay** |  |
| 1. Please list any applications, databases, or directory services that the proposed Identity Management system is able to integrate with that are not addressed by the Auditing solution | **Essay** |  |
| 1. Describe the “dashboard” interface that can be used to quickly identify important events detected by the Auditing engine | **Essay** |  |
| 1. Describe what customizations are available to the Auditing engine for customized reporting and dashboards | **Essay** |  |
| **C.4 Resource Provisioning – Rules Engine** | | |
| 1. Support for approval-based rules |  |  |
| 1. Rules can trigger external program calls (e.g., runnable scripts such as VBScript, Jscript and REXX scripts) on all target systems | **Y/N** |  |
| 1. Rules engine exposed by API, preferably web-services-based | **Y/N** |  |
| 1. Describe what scripting or programming languages are supported for the creation and customization of Identity Management rules | **Essay** |  |
| 1. Please describe in what scripting or programming languages are supported for the creation and customization of user interfaces, including any packaged utilities or design-time tools | **Essay** |  |
| 1. Describe the primary programming or scripting language that is used in the construction of Identity Management rules | **Essay** |  |
| 1. Describe which programming or scripting languages can be embedded within Identity Management rules and how they can be invoked | **Essay** |  |
| 1. Describe how commonly used code can be re-used in different connectors while maintaining this code in only one location | **Essay** |  |
| 1. Describe support the support for variables in Identity Management rules including scoping | **Essay** |  |
| 1. Describe the development Interfaces your solutions support | **Essay** |  |
| 1. Describe what scripting or programming languages are supported for the creation and customization of rules | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **D.1 Preferred platform for your solution. Also include what will be needed for high-availability** | | |
|  | | |
| **D.2 Preferred Web Server / Application Server Support for your solution** | | |
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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **E. Web Access Management (If Solution Support Web)** | | |
| 1. Describe the architecture of the proposed Web Access Management solution | **Essay** |  |
| 1. Describe how your Web Access Management solution handles the re-writing of URLs to support aliased host names on the extranet | **Essay** |  |
| 1. Describe the security options exist to control access to resources protected by the Web Access Management solution on a URL by URL basis | **Essay** |  |
| 1. Describe the options available to perform client-side pre-authentication checks such as ensuring that a specific program or class of program is running and is of a specified version or range. An example would be to check to ensure that McAfee VirusScan version or another virus scan program is running on the client side computer before allowing the user to enter credentials | **Essay** |  |
| 1. Are the client-side pre-authentication checks extensible to include custom options and, if so, what limitations exist | **Y/N** |  |
| 1. Support for custom logon pages for each site protected by the Web Access Management solution | **Y/N** |  |
| 1. Describe the J2EE platforms that the proposed Web Access Management solution can integrate with to provide fine grained servlet and/or Enterprise Server Bean security | **Essay** |  |
| 1. Support for SSL-VPN services within the Web Access Management solution | **Y/N** |  |
| 1. Describe how high availability can be achieved at the Web Access Management layer | **Essay** |  |
| 1. Describe how sessions are maintained by the Web Access Management solution | **Essay** |  |
| 1. List what protocols may be tunnelled by the Web Access Management solution List | **List** |  |
| 1. Support for adding SSL encryption to traffic between the client and Web Access Management solution | **Y/N** |  |
| 1. Describe how applications that use multiple ports to provide their functionality can be aggregated to a single port for presentation through the proposed Web Access Management solution | **Essay** |  |
| 1. Support for Multi-factor Authentication and if so list which methods | **Y/N** |  |
| 1. Support for forwarding of credential data to web server | **Y/N** |  |
| 1. Describe how attributes other than credentials can be forwarded to the web server and how they are forwarded | **Essay** |  |
| 1. Describe how authentication can be configured for the Web Access Management solution so that it is able to use credentials that may be multiplatform in nature | **Essay** |  |
| 1. Describe how the Web Access Manager integrates with other solutions presented in the proposal (if any) | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **F.1 Password Management – Self Service** | | |
| Support for self-service password reset | **Y/N** |  |
| Support for self-service lost password recovery by creating a new onetime password based on successful answer(s) to pre-configured secret questions. This must also result in account unlocking for the user | **Y/N** |  |
| Support for identity administrator reset of user password for a one-time use on IDM/target account | **Y/N** |  |
| Support for identity administrator to unlock IDM/target user account after too many failures on IDM/target account | **Y/N** |  |
| Support for password push to selectable target systems (i.e., the user or administrator is allowed to specify which systems have the same passwords) | **Y/N** |  |
| Support for user-defined challenge-response questions and answers | **Y/N** |  |
| Support for pre-defined challenge-response questions and answers | **Y/N** |  |
| Support for configurable challenge-response rules (e.g., user will be allowed to reset password and IDM/target account will be unlocked after correctly answering three out of five; user account will be locked if more than two questions are answered incorrectly; etc.) | **Y/N** |  |
| Web-based GUI interface for password reset functions | **Y/N** |  |
| Support for IVR and/or telephony interface for resetting passwords | **Y/N** |  |
| Self-service password reset application may be encapsulated as portlet | **Y/N** |  |
| **F.2 Password Management – Delegated Password Administration** | | |
| Delegated Administrators (e.g., Help Desk, Data Center) can reset IDM/target password (create a new one-time password) without knowledge of current password | **Y/N** |  |
| Web-based GUI interface for password reset | **Y/N** |  |
| Delegated Administrators (e.g., Help Desk, Data Center, administrators) can escalate to 2nd level support (e.g., IT Security) | **Y/N** |  |
| **F.3 Password Management – Password Automation** | | |
| Support for top-down password push from IDM solution to AD Support for top-down password push from IDM solution to other LDAP directories (such as Active Directory) and database credential repositories | **Y/N** |  |
| Support for top-down password pus from IDM solution to database credential repositories (such as Microsoft SQL Server , and Oracle) | **Y/N** |  |
| Support for password change detection & synchronization from AD (please specify how this works, i.e., with a gateway, interceptor dll, agent, etc. in vendor comments below) | **Y/N** |  |
| Support for bulk password updates or resets based upon administrator-defined groups of users | **Y/N** |  |
| Support denial of access protection by blocking repeated password failures on multiple administrator accounts in the directory | **Y/N** |  |
| Support for password dictionary checking | **Y/N** |  |
| Support for password strength checking | Y/N |  |
| Support for password hints or suggestions | **Y/N** |  |
| Support for workstation lockout scenario (i.e., Jane Doe can’t log in to local workstation because she forgot her password; describe in detail how your solution will allow Jane to perform self-service lost password recovery without calling the Help Desk | **Y/N** |  |
| **F.4 Password Management – Single Sign On** | | |
| Describe what platforms your Single Sign-on solution supports | **Essay** |  |
| Describe what authentication methods such as HTML post, Windows Access Tokens, pop-up windows, and traditional client/server | **Essay** |  |
| Describe the manner in which passwords are managed on behalf of the user by the Single Sign-on solution (changes, resets, etc) | **Essay** |  |
| List what user tasks can be automatically addressed by the Single Sign on solution | **List** |  |
| Describe how routine password changes can be handled automatically for Single-Sign on enabled applications or systems while conforming to the native password rules of that application or system | **Essay** |  |
| Describe how the proposed Single Sign-on solution detects expired passwords | **Essay** |  |
| Describe how cached passwords are stored and how this storage is secured | **Essay** |  |
| Describe the manner in which new applications can be enrolled for Single Sign-on | **Essay** |  |
| Describe how the administrator can control the list of applications eligible for the user (ex. Deny enrollment for all applications not on approved list, Allow enrollment for all applications that are not on denied list) | **Essay** |  |
| Support for multiple-factor authentication | **Y/N** |  |
| List what secondary authentication options are supported in conjunction with username / password entry List can be implemented | **List** |  |
| Describe how multiple-factor authentication supports remote or kiosk access and what accommodations can be made under these circumstances (privilege reduction, limited application access, etc.) | **Essay** |  |
| Describe the access points at which multi-factor authentication | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **G. Role Engineering and Entitlement** | | |
| Describe how your solution analyzes existing privileges to identify possible Roles | **Essay** |  |
| Describe how the proposed solution performs Role attestation | **Essay** |  |
| Describe what delegation capabilities exist within your Role engine | **Essay** |  |
| Describe the integration between your Role engine and other proposed IAM solutions | **Essay** |  |
| Describe the interface used for managing Roles | **Essay** |  |
| Describe the integration between your Role engine and the proposed Audit solution | **Essay** |  |
| Describe how entitlements are used to make the roles actionable in your solution | **Essay** |  |
| Do you support the user-initiated requests for new roles and entitlements through the workflow engine | **Y/N** |  |
| Describe the mechanics of how roles and entitlements work in your proposed solution (how they are stored, process to add or remove roles, etc) | **Essay** |  |

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| **Functional Requirements: Quality of Solution and Credentials** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| **H. Identity Federation** | | |
| List the protocols that your Identity Federation solution supports List | **List** |  |
| Describe the support for obtaining additional attribute information from an Identity Provider upon successful authentication | **Essay** |  |
| Describe how security can be applied on different Service Providers in the proposed solution for authorizations | **Essay** |  |
| Describe how the “Where Am I From” service in the proposed solution operates | **Essay** |  |
| Describe how Identity Contracts are maintained in your solution and what alerts are available at each stage of the contract lifecycle | **Essay** |  |
| Support for persistent user information | **Y/N** |  |
| Support for non-persistent user information | **Y/N** |  |
| Describe the security controls that are in place for each step of the identity assertion process | **Essay** |  |
| Describe what kinds of trusts the proposed Identity Federation solution supports | **Essay** |  |

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| **Profile and Experience** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| Include a brief company overview of your company | **Essay** |  |
| GPAA requires a list of major contracts with other customers currently where you provide solutions similar to those described in this document, with particular emphasis on Government and Financial Institutions. | **Essay** |  |
| Provide a detailed description of the warranty / guarantees available for product provided and work performed | **Essay** |  |
| What is the organization’s largest install base? Please describe the environment in detail. | **Essay** |  |
| How large is the largest install base and implementation of the service?  Express the answer in terms of the maximum # of concurrent users. Please describe the environment in detail. | **Essay** |  |
| Describe the company’s structure, local lines of reporting, management organization and control. | **Essay** |  |
| Does the company have a quality assurance program? If so, how does it work? | **Essay** |  |
| Describe the escalation procedures in place within the organization and how this would support any issues that arise with this project and also in production | **Essay** |  |
| Specify the senior management individuals who will respond to escalation of issues and provide management oversight. | **Essay** |  |
| List any features of your organization’s capabilities which distinguish it in the market. | **Essay** |  |
| Describe your local presence (if any) and the depth of your technical and production support specifically in Gauteng | **Essay** |  |
| Describe in detail the product support offerings you are including with the proposed solution | **Essay** |  |
| Do you provide access to native English-speaking support representatives 24x7x365? If not please describe what hours native English-speaking representatives are available. | **Essay** |  |
| Describe the support your proposal provides for customer-made customizations | **Essay** |  |
| **Implementation Plan, Methodology and Approach** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| Please answer each of the questions/requirements for the below categories. (Any additional information believed to be relevant with respect to the question’s topic may be included in the answer.)   * Selection * Control * Implementation * Completion | | |
| Describe your typical recommended standard approach for an IAM architecture. | **Essay** |  |
| Describe the milestones for the approach described above, to include the person-hour metrics for both GPAA and system integrator resources required to achieve them, as well as, total expected calendar duration. | **Essay** |  |
| Do you require that we use your consulting services for implementation of all elements of the IAM architecture as described? If so, to what extent? | **Essay** |  |
| Describe the ideal project team’s (Contractor’s) composition, skills and organization. Include estimates of the required time commitment for each team member, such as fulltime, part-time, 50%, etc. | **Essay** |  |
| Do you use one consistent project management process or methodology or do you tailor your project management process to the project at hand? Cite examples to illustrate your approach and reasons why you believe in it. | **Essay** |  |
| What is the largest install base for users, remote sites and PC’s for the application? | **Essay** |  |
| What types of quality control measures do you use? | **Essay** |  |
| Please describe this environment in detail. | **Essay** |  |
| How do you monitor progress and account for variances in schedule and budget? | **Essay** |  |
| How do you identify and deal with project risks? What steps do you take to minimize risks? | **Essay** |  |
| Do you include version control and document management? How do you manage these? | **Essay** |  |
| How do you handle unanticipated changes in project scope? | **Essay** |  |
| How do you handle unforeseen issues, which impact development? | **Essay** |  |
| What implementation support do you provide?  a. Please describe the roles and responsibilities | **Essay** |  |
| Based on the previous government or like implementations, what was the average number of effort days it took? | **Essay** |  |
| Describe the current implementation workload for the organization and indicate expected timeframe for resource availability. | **Essay** |  |
| Based upon your experiences from the most recent implementation for a similarly complex organization, please describe the number, roles, skill sets and time required of client staff. | **Essay** |  |
| Provide an overall proposed schedule of how this will be accomplished. | **Essay** |  |
| Provide information on all lead times required to supply products/equipment or services as specified. | **Essay** |  |
| The proposal must list assumptions about the GPAA’s staff participation, costs or specifications of necessary services, hardware or software to be provided by the GPAA outside the Bidder’s proposal. Please describe. | **Essay** |  |
| The implementation proposal must include a staffing plan. Please describe and provide an approximate number and roles of team members you recommend for this project. Include and identify IT specific roles. | **Essay** |  |
| If the proposed implementation plan does not meet the GPAA’s required completion date (within 6 months after appointment), please explain why? | **Essay** |  |
| The vendor must work in compliance and cooperation with the GPAA and other third party support teams. Please describe how you plan to work with our third party support teams to successfully implement the Identity and Access Management solution | **Essay** |  |
| List the audiences addressed in the Communication Plan. List | **Essay** |  |
| For each audience of the Communication Plan, please describe the most likely topics that will be of interest. List | **Essay** |  |
| Describe how the effectiveness of the Communication Plan will be evaluated throughout the implementation. | **Essay** |  |
| Describe previous experiences integrating custom applications within an IAM system. | **Essay** |  |
| Describe previous experience in designing custom workflows and policy definition for IAM workflows. | **Essay** |  |
| Do you have experience in integrating new IAM systems with existing IAM systems, running in parallel? Please describe. | **Essay** |  |
| Do you have experience in designing and implementing parallel directory environments for transitional purposes. Please describe. | **Essay** |  |
| What method do you use to formulate, execute and evaluate a comprehensive test plan to ensure that all development is complete and functional? | **Essay** |  |
| What type and how much training do you provide? | **Essay** |  |
| How do you manage the transition from the test environment to the production environment? | **Essay** |  |
| What support do you provide after implementation to adjust for problems and correct errors as a result of inadequate control? | **Essay** |  |
| What procedure do you use to obtain final approvals from corporate management and to formally end the project? | **Essay** |  |
| **Testing Experience** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| GPAA requires a number of environments in which to fully vet the software development lifecycle process (SDLC) of the IAM components. The below environments are representative of the types of function and activity that will be performed throughout the SDLC.  a) Development Environment  b) QA Testing Environment  c) Pre-Production  d) Production  The Development / Testing Environment will primarily be used by the Bidder; however, the Bidder must include appropriate GPAA staff, where possible to ensure that knowledge about the individual components is appropriately transferred and to ensure that the solution being developed will meet the desired objectives while being in compliance with GPAA policies and established procedures. Selected Bidders must provide a fully functional Demonstration environment (Proof of Concept), which GPAA desires that the successful Bidder maintain for the duration of the implementation of the new Identity and Access Management services.  The QA testing environment shall allow development code/components to be further tested with other components within the architecture i.e., system integration testing. Other types of testing such as functional and load testing may be performed in this environment. The QA environment is sized such that suitable “stress and performance” testing can be performed.  The Pre-Production environment shall allow code that is “ready for production” a final functional testing in a “mirror-like” image of the actual production. | | |
| Describe or show examples of test plans used in similar IAM implementations | **Essay** |  |
| Describe the high-level testing approach | **Essay** |  |
| Describe any areas of perceived risk with respect to testing | **Essay** |  |
| Describe any typically mitigation approaches used for software testing. | **Essay** |  |

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| **Migration and Experience** | **Answer** | **Please Describe Experience and/or Provide Comments** |
| Bidder Migration Experience:  Please answer each of the questions/requirements. Any additional information believed to be relevant with respect to the question’s topic should be included in the answer. | | |
| 1. **Data Migration** | | |
| Provide examples of data migration project previously accomplished. | **Essay** |  |
| Describe the high-level approach and best practices for large scale data migration and clean-up projects | **Essay** |  |
| List clean-up tools previously used in similar IAM based projects. | **Essay** |  |
|  |  |  |
| 1. **Migration Experience** | | |
| Describe previous experiences of implementing IAM based systems which have replaced legacy systems. | **Essay** |  |
| Describe a high-level approach for seamlessly integrating and migrating IAM based systems into a legacy environment (based on the proposed solution elements within this RFP document) | **Essay** |  |
| Describe how you plan to meet the highest levels of ‘availability’ while integrating new systems. | **Essay** |  |
| Describe any experience or knowledge you have in phased deployments of IAM based systems | **Essay** |  |

**Closeout Submittals**

All close-out documentation should be submitted in hard-and-softcopy format and include the following.

* Designs (high and low level)
* Standards
* User Guides
* Operating Procedures
* Disaster Recovery and/or Replication documentation
* Configuration Documents / Guides
* Work Papers
* Project Documentation.

**Warranty Service**

* Provide a no-cost warranty for a period of three years to commence after Final Acceptance. This warranty will include all preventive maintenance visits, defective hardware/infrastructure repair, and any other reason that would prevent the system from operating as intended.
* Provide one on-site technician at least for first 3 months after go-live
* Bidder shall provide an on-call technician to address any troubleshooting or maintenance issues Monday through Friday from 7 am to 5 pm and after-hours during maintenance slots.

**Support and Maintenance**

* Provide daily support and maintenance options for work to be done during GPAA office hours (7am to 5pm) and for after-hours during maintenance slots, emergencies, etc. Disaster Recovery work must also be considered. The application/installation of patches, new releases and / or version upgrades is seen as maintenance work.

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**Professional Services**

* From time to time the GPAA may require professional services on the solution or on other systems / projects. Provide options for such professional services, should GPAA wish to engage with you for such services.

**Monthly report requirements**

Monthly reports needs for management not later than the 25th of each month. The reporting will typically focus on project service delivery, maintenance, administration, housekeeping and incident management and general support.

**Service Management**

Bidder to provide detail on escalation procedures regarding dealing with service requests and/or the process to deal with incident management.

**Training, Documentation, Skills Transfer**.

The Bidder is required to ensure thorough skills transfer within GPAA. This should include:

* Formal and Informal training (Train-the-trainer, User and/or Administrator);
* Awareness;
* Change Management; and
* Documentation (standards, procedures, user-guides, etc.)

**Managed Services**

The proposed solution must be a Managed Service to the GPAA for a period of 3 (three) years with possible extension of 2 (two) years and will include the following minimum services:

* Account management:
  + Primary contact for all services provided.
  + Maintain Contact and escalation structure and procedures.
  + Documentation of all technical specifications as well as any changes to the environment.
  + Provide monthly Service Level Agreement (SLA) reports.
  + Conduct and maintain delivery plan.
  + Review services including service requests.
    - Status report.
    - Next steps.
    - Service requests documentation, management, prioritization and escalation.
    - Status reports of all service requests.
    - Assist with the implementation of service requests.
    - Root Cause Analysis (RCA) reports on all severity 1 incidents.
  + Provide guidance to implement critical updates/upgrades.
  + Standby requests for non-severity 1 issues.
  + Capacity management.
* Onsite support (per incident or minimum once a month)
  + Configuration.
  + Administration.
  + Proactive Maintenance
  + Proactive monitoring.
  + Performance management.
* Software upgrades.
  + Minor and major releases.
  + Patch management.
  + Firmware/Software upgrades.
* Service request and resolution guideline

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| Priority | Description | Response time (max) | Resolution Time (max) |
| 1 – Critical | Any one or more of the services i.e. IAM services not functional. No work around is available. Significant impact to GPAA. | 15 min | 2 Hours |
| 2 – Major | Any one or more of the services i.e. IAM specific services not functional. Work around is available. High to Very High | 11 min | 4 Hours |
| 3 – Minor | Limited performance degraded with no services impacted. Low to Medium Impact | 15 min | 8 Hours |
| Penalties will apply | | | |

**Evaluation**

**Contact details**

[William.Ramoroka@gpaa.gov.za](mailto:William.Ramoroka@gpaa.gov.za) (General Queries)

[Mandla.Basani@gpaa.gov.za](mailto:Mandla.Basani@gpaa.gov.za) (Technical / Solution Queries)

Ground Floor Block A,

GPAA Head Office

34 Hamilton Street

Arcadia

Pretoria

South Africa

## Context

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| 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 have 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:** The service provider confirms that the cost of this RFP and related activity in the preparation of a response is entirely for their own account. |
| C3 | **No collusion: The** 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: The** 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 unit*** for the term of the project. 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 show their margins and the intended increase indices. CPI to be based on figures as published by Stats SA. |
| 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 includes cost improvement. |
| C9 | **Pricing Assumptions:** The vendor confirms that all pricing assumptions 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 implemented and supported a similar solution |

## Guide to response

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| **Requirement No** | **Requirement** | **Weighting (%)** |
| **Managed Service Requirements** | | **35** |
| Extent of Service | The service provider should be able to deliver the full extent of services required. The GPAA is likely to choose suppliers that can provide the full extent of services, but reserves the right to select services from multiple vendors. |  |
| MServReq-1 | List the extent of services that you provide – directly connected with this RFP. | 10 |
| Scale of service | The service provider must be able to support GPAA Users (Internal and External) |  |
| MservReq-2 | Describe your recommended service delivery model, including key risk and performance indicators. Clarify why you have recommended this approach. | 3 |
| MservReq-3 | Has your organisation implemented a similar Managed Service solution? Please elaborate with details and include the industry types, volumes and sizes. | 5 |
| MservReq-4 | Provide details of your organisation’s experience in implementing and supporting IAM solutions | 6 |
| Maturity | The company must show a high level of maturity and discipline in its methodology, processes and standards. |  |
| MservReq-5 | Provide detail of your organisations skills to implement and support the equipment. | 6 |
| MservReq-6 | Governance: Describe your Managed Service governance structures and how these ensure transparent risk mitigation. | 2 |
| MservReq-7 | Describe and elaborate your organisations escalation procedure(s). | 3 |
|  |  |  |
| **Solution Requirements** | | **45** |
| Architecture  Requirements |  |  |
| ARCReq-1 | Describe the implementation approach of the solution, keep in mind that the implementation will be done various environments and for internal and external users. Work that require migration or that can potentially impact the GPAA business will be done after hours. | 2 |
| ARCReq-2 | Describe how your system aligns with the specifications provided taking into consideration availability, reliability and performance. | 8 |
| ARCReq-3 | Provide the End of Life (EoL) and End of Support (EoS) dates for products that fall within the proposed solution. | 2 |
| ARCReg-4 | Describe your solution architecture | 8 |
| ARCReg-5 | Describe all licenses and software provided with renewal intervals  All licenses must align with the support contract; applies to infrastructure/hardware and software | 2 |
| ARCReq-6 | Consider if possible technology changes will be interoperable with future existing and future technologies and GPAA current technologies | 2 |
| Integration  Requirements |  |  |
| INReq-1 | Describe the integration approach of the solution, keep in mind that the integration will be your sole responsibility. Describe integration to GPAA systems, include allocation of roles, etc. | 15 |
| INReq-3 | Detail documentation/diagrams must be provided on as-is environment per work package as well as all work that will be done and need to include as a minimum: architectural diagrams, high- and low- level designs, standard operating procedures, user and administrator guides | 6 |
| **Key General Company Information** | | **10** |
| Company Summary | Please provide a summary of: |  |
| CompReq-1 | Describe the differentiators that you believe your organization provides. | 2 |
| 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 solution provided as part of the 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 solution has been implemented and is still in operation and supported. | 3 |
| CompReq-5 | Contact name(s) and number(s) for South African customers, as well as the process of making contact with these. | 1 |
| CompReq-6 | Please provide contact details of your most satisfied customer and state reasons for this level of satisfaction. | 1 |
| CompReq-7 | Please provide contact details of your most dissatisfied customer and state reasons for this dissatisfaction. | 1 |
|  |  |  |
| **Professional and Consulting Services** | | **5** |
| 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 architecture design/consultation service as required by the GPAA. * At least annually provide an update to inform the GPAA of new service enhancements. | 5 |
|  |  |  |
| **Project Management** | | **5** |
| Project management | Please describe your intended project management service with respect to the following factors: |  |
| PMReq-1 | Will the requirements be delivered within the specified 6-month from purchase order timeframe? | 3 |
| PMReq-2 | Project volume parameters: Number of similar projects managed; size of projects, duration, scope, etc. | 2 |

## 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 scores achieved as per the evaluation criteria below. A minimum of 65% must be achieved in Item No A in the table below to qualify.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No.** | | | **Evaluation Criteria Item :**  **90/10Principle** | **Weight** |
|  | A | **A** | **Compliance (Phase 1)** |  |
| Requirements as per RFP Pages 10 to 32 under the heading “Solution Requirements (Technical & Functional) Questionnaire.  Scoring will be applied as follows: |  |
| **Directory Services** | **12%** |
| **Integration (Data, Systems, etc.)** | **14%** |
| **Provisioning, De-provisioning & Entitlement** | **16%** |
| **Platforms Supported** | **12%** |
| **Password Management & SSO** | **16%** |
| **Authentication and Access** | **16%** |
| **Self-service** | **14%** |
|  |  |  |  | **100%** |
|  |  | **B** | **Relevant Skills and Experience and Industry Exposure:**   1. **Managed 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. | **40%**  **35%**  **15%**  **5%**  **5%** |
|  |  |  |  |  |
|  |  |  | **Total weighting** | **100%** |
|  | **C** |  | Price (Phase 3) and  B-BBEE Status Level of Contributor | 80%  20% |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  | **Total Points** | **100%** |
|  |  |  |  |  |

**\*\*\*\*Important Note – Qualifying Requirements:**

Bidders will be selected based on their qualifying compliance score achieved for the above as follows:

* Section A = 65%
* Section B = 60%

Bidders must also ensure that the following is complied with for selection / qualification:

* Completed and signed SBD Forms
* Valid Tax Clearance Certificate, Tax PIN and CSA Registration
* Detailed Technical Proposal
* Attendance of a compulsory briefing session

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.

# Delivery Model

The GPAA recognizes the extent of the scope of work that the vendor will be engaging in to implement the Technical Architectural Design and implementation. The GPAA further recognizes the importance of employing the correct Delivery Model from the onset. This will ensure that there is proper planning, phase identification and prioritization, improved coordination; reduced risk and the eventual execution is seamless, agile and relevant.

This work package requires that each bidder clearly defines its delivery method that will be employed. This section must include an outline of how some (not necessarily all) functions will be performed:

1. Project initiation approach (for people and technology)
2. Approach to due diligence, including expectations of the GPAA.
3. Problem Statement & Requirements Validation:
   1. Benefits Analysis with a mapping to the requirements.
   2. Technology - Infrastructure and Application Assessment.
   3. Requirements Validation.
4. Engagement approach (at a project, account and management reporting level). Engagement can be with the GPAA Clients, other Projects, Internal Stakeholders, the GPAA Service provides and other GPAA 3rd Parties.
5. Human Resource Management.
   1. Description of the required skills and competencies (with volumes).
   2. Sourcing and staff turnover management to ensure continued delivery.
   3. Resource and performance management.
6. Project management methodology and Project Governance Approach.
7. Execution methodology (Infrastructure, Software Development & Deployment methodology).
8. Envisaged release management approach.
9. Escalation Management.
10. Approach to Risk Management.
11. Approach to Thought Leadership and Knowledge Management.
12. Change Management.

**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 14/2017** CLOSING DATE: **14 March 2017**

CLOSING TIME: **11h00**

DESCRIPTION: **Supply, implement and maintain Boardrooms at the**

**Government Employees Pensions Fund (GEPF)**.

|  |
| --- |
| 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 14/2017**  Closing Time **11:00am on 14 March 2017** |

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

**Pricing (3 years with an option to extend with 2 years)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | | | | |
| **ITEM NO** | **DESCRIPTION** | **Qty** | **Unit Price** | **BID PRICE IN RSA CURRENCY (INCLUDING VAT)** |
| **1** | **Equipment / Hardware / Devices / Software Licenses** |  |  |  |
|  | **(Full list of components must be provided)** |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  | Sub Total |  |  | R |
| **2** | **Implementation and configuration (Quote per environment, i.e. Development, Testing, UAT, Production and DR / Replicated – if necessary)** |  |  |  |
|  | Project Management | 1 |  | R |
|  | Documentation | 1 |  | R |
|  | Implementation | 1 |  | R |
|  | Configuration | 1 |  | R |
|  |  |  |  | R |
|  | Sub Total |  |  | R |
| **3** | **Managed Services (Paid monthly)** |  |  |  |
|  | Managed Services year 1 | 12 |  | R |
|  | Managed Services year 2 | 12 |  | R |
|  | Managed Services year 3 | 12 |  | R |
|  | Sub Total |  |  | R |
| **4** | **Hardware / Software Maintenance and Support** |  |  |  |
|  | Maintenance and support year 1 | 1 |  | R |
|  | Maintenance and support year 2 | 1 |  | R |
|  | Maintenance and support year 3 | 1 |  | R |
|  | Sub Total |  |  | R |
| **5** | **Licenses fees (Paid annual)** |  |  |  |
|  | License fees year 1 | 1 |  | R |
|  | License fees year 2 | 1 |  | R |
|  | License fees year 3 | 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 2011

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, 2011.**

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 R1 000 000 (all applicable taxes included); and
* the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
  1. The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the………**90/10**……………system shall be applicable.
  2. Preference points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contribution.

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

**POINTS**

**1.3.1.1 PRICE** **90**

**1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION** **10**

**Total points for Price and B-BBEE must not exceed** **100**

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

2..1  **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 “**B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad- Based Black Economic Empowerment Act;

2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional

discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** 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;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less.

2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 **“non-firm prices”** means all prices other than “firm” prices;

2.13 **“person”** includes a juristic person;

2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at

the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **“trust”** means the arrangement through which the property of one person is made over or

bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

**3.** **ADJUDICATION USING A POINT SYSTEM**

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 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 comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

1. **Points awarded for B-BBEE Status Level of Contribution**

5.1 In terms of Regulation 5 (2) and 6 (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 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub- contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

7.1 B-BBEE Status Level of Contribution: …… = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

**8 SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? ............……………….…%

(ii) the name of the sub-contractor? ………………………………………………

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

**9** **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number ……………………………………………………………………. :

9.4TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………..

………………

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[Tick applicable box]

9.7 Total number of years the company/firm has been in business? ………………………………

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

1. restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
2. forward the matter for criminal prosecution

**WITNESSES:**

1. ………………………………………

……………………………………

SIGNATURE(S) OF BIDDER(S)

1. ………………………………………

DATE:………………………………..

ADDRESS:…………………………..

**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: **14 March 2017**
    2. Closing time: **11h00** 
       1. Compulsory briefing session will held on **Friday, 24 February 2017** at 34

Hamilton Street, Arcadia, Pretoria at **12:30pm.**

* 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 requirements (refer page 40, **Important Note – Qualifying Requirements**)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 ensured 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.