



**SARAO**  
South African Radio  
Astronomy Observatory

## INVITATION TO BID

### BID DESCRIPTION

**PROCUREMENT OF AN ENTERPRISE IDENTITY MANAGEMENT SOFTWARE INCLUDING THE ASSESSMENT, DESIGN, IMPLEMENTATION, SUPPORT AND TRAINING TO ADDRESS SARAO IDENTITY MANAGEMENT NEEDS**

<b>Bidder Name:</b>	
<b>Bid Number:</b>	NRF/SARAO SNET/005/2020-21
<b>Closing Date:</b>	27 July 2020
<b>Closing Time:</b>	11.00AM
<b>Compulsory Briefing Session:</b>	<b>A compulsory briefing session will be held for this tender on 7 July 2020 at 10.00AM. However, due to risks associated with the Covid-19 pandemic and National Lockdown, the briefing session will be held virtually via the Zoom application. Interested parties must register their intention to attend the briefing session with Ms. Anwuli Okecha (<a href="mailto:anwuli@ska.ac.za">anwuli@ska.ac.za</a>) by 16.00PM on 3 July 2020, which will ensure they are invited to attend, and send the meeting link.</b>
<b>Bid documents collected from:</b>	SARAO website, National Treasury's E-Tender Portal, and NRF website
<b>Bid Box Address</b>	SARAO Offices, 2 Fir street, Old Times Media Building, Black River Park, North Entrance, Observatory, 7925  <b>GPS coordinates:</b> 33°55'58.9-"S; 18°28'14.8-"E  <b>Tender box opening hours:</b> 08h00-16h00 on weekdays  <b>Dimensions of tender box opening:</b> 40X300mm
<b>Envelope Addressing</b>	On the face of each envelope, enter the bid number and bid description, bidder's name, postal address, contact name, telephone number and email address

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# INTRODUCTION

## INTRODUCTION TO THE NRF

The National Research Foundation Act as amended, Act 19 of 2018, establishes the National Research Foundation (“NRF”) as the juristic legal entity that will contract with the awarded bidder. Please visit the NRF website (<https://www.nrf.ac.za>) for more information.

## BACKGROUND TO SARAO

The South African Radio Astronomy Observatory (SARAO) is the National Research Foundation’s National Facility incorporating South Africa’s radio astronomy instruments and programmes such as the MeerKAT and KAT-7 telescopes in the Karoo in the Northern Cape, the Hartebeesthoek Radio Astronomy Observatory (HartRAO) in Gauteng, the African Very Long Baseline Interferometry (AVN) programme in nine African countries as well as the associated human capital development and commercialisation endeavours. More information about SARAO is available from [www.ska.ac.za](http://www.ska.ac.za). More information about the international SKA project is available from [www.skatelescope.org](http://www.skatelescope.org).

## THE REQUIREMENTS OF THIS BID

SARAO is seeking to procure an enterprise Identity Management software from respondents, who can offer consultation engagement services to perform assessment, design, implementation, support and training to address our Identity Management (IdM) needs. The solution should cover at minimum, Software Licensing and Professional Services Implementation as per the scope of work / service specifications below.

<b>PRE-QUALIFICATION ELIGIBILITY CRITERIA</b>		
<b>Pre-qualification Criteria</b>	<b>Minimum Level</b>	<b>Does bidder comply? (Yes / No)</b>
1. B-BBEE status level	3	
Any bidder who fails to meet the stipulated pre-qualification criteria of a BBBEE level of 3 or higher (i.e. level 1-3) will be automatically disqualified from further consideration.		

# PART A–BID REQUIREMENTS

<b>SERVICE SPECIFICATIONS</b>
<b>1. IdM Consulting Engagement</b> SARAO requires professional services consulting engagement to assist with the following

activities in order to ensure all our requirements and IdM business processes are met:

- 1.1 SARAO IdM Business Requirement definition
- 1.2 Functional Usage Analysis and Solution Design specific to SARAO
- 1.3 SARAO Business Requirements mapping document(s)
- 1.4 Functional design document(s) for SARAO implementation

This will help SARAO to define our IdM usage for the next five (5) years, with our team's involvement.

## **2. IdM Technical Solution and Execution requirements**

2.1 The IdM software will be used as the single source of truth synchronizing identity information to connected systems such as Microsoft Dynamics, LDAP, FreeIPA and Keycloak.

2.2 SARAO will provide physical computing infrastructure for hosting the IdM software. Vendor must specify VM (SARAO uses ProxMox Virtualization Platform) and Bill of Material for the IdM software deployment. SARAO currently has a large Ubuntu / Debian deployment (preferable).

2.3 The Respondent should provide an IdM software solution for –

2.3.1 an initial 500 staff users with product and support license(s) of not less than five (5) years; and

2.3.2 floating license for non-staff users (contractors, students, visitors et cetera), that will be deployed, to offer at minimum the services below:

- (a) The IdM software and its components shall be deployed on premise.
- (b) The IdM software solution shall be a stand-alone service.
- (c) The IdM software should provide for Security Auditing, Reporting, and Complying with Regulations.
- (d) Bidders must supply Operating System licences as part of the bid.
- (e) Patches made available by the OEM (Original Equipment Manufacturer) should be applied immediately. All security vulnerabilities and bugs should be closed immediately or within 14 days of reporting the same to vendor unless the vendor already has an agreeable response process for this.
- (f) Supplier to provide patches and security update procedure (SLA for patches, upgrades and security updates to be established and agreed between SARAO and Supplier).
- (g) Provide an Identity Manager Master server and Identity Manager Replica Server.
- (h) Provide an Identity Manager User Portal.
- (i) Password self-service component - must support MFA (Multi Factor Authentication).

- (j) IdM software must support Identity Manager Integration drivers with wide coverage of common technologies and protocols.
- (k) IdM software must support bi-directional synchronizing of identity data across connected systems.
- (l) IdM software must provide for Provisioning & de-provisioning of user access based on their roles and resource assignment.

## **2.4 Authentication Models**

- 2.4.1 The IdM software must have a Generic Target System Connectors to enable one to use these connectors for integrations such as LDAP bind, G-Suite, FreeIPA, Keycloak etc.
- 2.4.2 The IdM software must support direct connections to Microsoft Windows, Databases and other managed devices without having to use a Jump Server.
- 2.4.3 The IdM software should have an inbuilt Multi Factor Authentication (MFA) support.
- 2.4.4 The IdM software should be able to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including LDAP, RADIUS, SAML 2, Kerberos, X.509 certificates, OAuth 2, OpenID Connect, ADFS etc and a built-in authentication mechanism.
- 2.4.5 The IdM software must support API integration (REsT/SOAP). There should be out of the box capability support including ease of integration with any third-party connectors.

## **2.5 Identities Management**

- 2.5.1 The IdM software should allow provisioning of users based on their roles in the organization.
- 2.5.2 The IdM software should provide for roles assignment and multiple role assignment with automatic granting of access to resources associated with each role.
- 2.5.3 The IdM software should also provide for event-based identity provision such as an event triggered by adding staff in the HR System with a certain job title. Supporting workflows can be created to route role requests to the appropriate approvers if required.
- 2.5.4 The IdM software must provide Separation of Duties functionality that prevents users from being assigned to conflicting roles unless someone in the organization makes an exception for the conflict.
- 2.5.5 The IdM software should set password options every x days, months, years and compliance options via the use of a policy.
- 2.5.6 Ability to create exception policies for selected systems, applications and devices.
- 2.5.7 Allow single baseline policy across all systems, applications and devices (e.g. one single update to enforce baseline policy).

- 2.5.8 The IdM software should support changing a password or group of passwords according to a policy (time based or 'on-demand').
- 2.5.9 Ability to send notifications via email or other delivery methods triggered by any type of activity or event.
- 2.5.10 Ability to send notification via email to the user requesting the password that checkout is complete.
- 2.5.11 The IdM software should automatically reconcile passwords that are detected 'out of sync' and/or propagate changes to integrated systems without using external restore utilities.
- 2.5.12 The IdM software should automatically verify, notify and report all passwords which are not in sync with IdM.
- 2.5.13 The IdM software should provide real-time synchronization of identity information across a wide range of connected systems. There should be flexibility to control the flow of data between the connected systems.
- 2.5.14 The IdM software should provide Account automatic and manual blocking & unblocking - too many tries through policy driven deployment.
- 2.5.15 The IdM software should provide Password self-service component with support of MFA (Multi Factor Authentication).
- 2.5.16 The IdM software must support account provisioning and de-provisioning via API (ReST/SOAP), bulk files processing, connectors or drivers integration to ERP systems such as Microsoft Dynamics et cetera.

## 2.6 **Session Management and Log Management**

- 2.6.1 The IdM software should be able to support a session recording on any session initiated via IdM solution including servers, network devices, databases, integration connectors and virtualized environments.
- 2.6.2 The IdM software should support selective options for enabling session-based recording on any combination of target account, group or target system and end-user.
- 2.6.3 The IdM software should have inbuilt auditing service that captures a complete trail of events that occur in the Identity Management system.
- 2.6.4 The IdM auditing system should also capture data generated by its workflows and policies.
- 2.6.5 The IdM software should provide audit logs and all audit logs created should be tamper proof and should have legal hold and comply with regulations.
- 2.6.6 The IdM software should report on both historical data and the current state of the provisioning environment.

- 2.6.7 The IdM software must log all activities and associated session data as well as activity reporting with ability to restrict access to different reports by assigned roles.
- 2.6.8 The IdM software should be able to define alerting for monitoring purpose at minimum through email and/or SMS alerts.
- 2.6.9 The IdM solution must cater for live monitoring of sessions and manual termination of sessions when necessary.
- 2.6.10 The IdM software should provide user session configuration i.e. inactivity timeout and maximum lifetime.
- 2.6.11 The IdM software should support session termination on both timeouts, inactivity and user-initiated logout.

## 2.7 **IdM Security**

- 2.7.1 The IdM software should support TLS for all transports i.e. enabling TLS for communication between IdM and remote system or connected systems.
- 2.7.2 Secured Vault platform - main password storage repository should be highly secured (built-in firewall, hardened machine, limited and controlled remote access etc.).
- 2.7.3 All locally stored target-account passwords should be encrypted using AES or similar encryption with at least 256-bit keys.
- 2.7.4 The IdM software should restrict the solution administrators from accessing or viewing passwords.
- 2.7.5 The IdM software should provide for a configuration of Strong Password Policy.
- 2.7.6 The IdM software should provide some anomaly detection i.e. failed attempts, brute force and breached password detection et cetera.
- 2.7.7 The IdM software must support integration with industry standard SIEM products.
- 2.7.8 The IdM software must secure master data, records, entitlement, policy data and other credentials in tamper proof storage container.

## 2.8 **Automating Business and IT Processes with Workflows**

- 2.8.1 The IdM software must provide workflow capabilities to ensure that identity provisioning processes involve the appropriate resource approvers.
- 2.8.2 The IdM software workflows should be highly flexible and capable of supporting varying business requirements through template definition, escalation, parallel approvals, serial approvals and multi-step approvals.
- 2.8.3 The IdM software workflows should provide for the ability to be initiated automatically when certain events occur (for example, a new user is added to HR system) or initiated manually through a user request.

## 2.9 **Enabling Self-Service for Users**

- 2.9.1 The IdM software should provide self-service administration for functions (management, Help Desk, Password reset and so forth) that are responsible for assisting, monitoring, and approving user requests.
- 2.9.2 **The IdM software must provide for Management of Personal Data.** Users should be able to view and edit their own personal data in the corporate directory by using the self-service interface of Identity Manager. The data is automatically changed in all the systems you have synchronized through Identity Manager.
- 2.9.3 **The IdM software should provide for Changing Password.** Users must be able to change their passwords, set up a hint for forgotten passwords, and set up challenge questions and responses for forgotten passwords.
- 2.9.4 The IdM software should include a comprehensive set of password management services which increase security by enforcing consistent password policies across the organization. These also combine with self-service password reset capabilities to reduce the cost of password-related help desk calls.
- 2.9.5 Users must be able to request access to resources such as databases, systems, and directories. Rather than calling to request access to an application, they can select the application from a list of available resources.

## 2.10 IdM Applications

The IdM software should provide at minimum the following applications to help management and administration of the system:

- 2.10.1 **User Application (User Self-service, Help Desk, Password Management):** A browser-based web application that gives the user ability to perform a variety of identity self-service and roles provisioning tasks should be available and users should be able to access in a RBAC.
- 2.10.2 **Administration Applications (Central Administration):** Administrators should be able to access the Administration functions with any supported web browser, from either a computer or a tablet to perform all administrative tasks.
- 2.10.3 **IdM Dashboard (Reporting & Monitoring)** must provide a personalized view of each user's permissions, tasks, and requests. This should help users focus on the following basic areas of functionality: Items, Tasks, Permissions on roles and resources, Request history etc.
- 2.10.4 **IdM Designer (Workflow & Policies design, testing & deployment)** should allow workflow and policies design, test, document, and deploy in IdM solution in a network or test environment. Provides ability to configure the Identity Manager project in an off-line environment, and then deploy to the live system.



2.10.5 **The IdM software Analysis (Enrichment) must** provides capability to perform data analysis, cleansing, reconciliation, and reporting to help adhere to internal data quality policies. Analysis should provide functions to analyze, enhance, and control all data stores throughout the enterprise.

### **3. IdM On-boarding**

The on-boarding of both Source applications and Target application will include at minimum:

- 3.1 HR Source from the NRF ERP (Enterprise Resource Planning) System (Microsoft Dynamics ERP).
- 3.2 Contractor creation portal and process for users that will not be contained in HR ERP system.
- 3.3 Create role and entitlement matrix based on information received as part of the Architecture, load this into the IdM software as part of implementation. The role will be used to map the users' permissions needed in the target applications.
- 3.4 On-board LDAP services and functionalities.
- 3.5 On-board Google Enterprise applications into the IdM system.

### **4. Training**

The appointed bidder will be required to provide basic IdM software training to a minimum of three (4) SARAO staff members. The training should cover basic IdM solution operations, support, configuration, administration and management. The bidder must also advice of any available IdM solution industry training track and the team can enrol on to enable their knowledge and skills on the IdM software.

### **5. Deliverables**

- 5.1 Signed-off Accepted Business and functional requirements documents
- 5.2 Signed-off and agreed Role and Entitlement matrix document.
- 5.3 Deployed and operational Identity Manager Master and Replica servers with the required applications.
- 5.4 A fully deployed and operational IdM solution. This includes -
  - 5.4.1 Full integration to Active Directory, FreeIPA, G-Suite, Keycloak, LDAP.
  - 5.4.2 Business processes implemented and functional workflows.
- 5.5 Source and Target applications on-boarding.
- 5.6 IdM Software Product and Support/Maintenance license(s) with coverage of 5 years.
- 5.7 LDAP Services Activation and Testing Document.
- 5.8 Full product documentation.

## THE BIDDER SELECTION PROCESS

This bid will be evaluated in three stages, as follows:

### **STAGE 1: SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES**

Bidders must ensure that their bid proposals include the returnable documents and forms specified in the Returnable Document Checklist on **page 22** below, particularly those which are mandatory.

**Only bid submissions which are fully compliant in Stage 1 will be evaluated further in Stage 2. Bids which are not compliant in Stage 1 will be disqualified.**

### **STAGE 2: EVALUATION OF BIDS AGAINST SPECIFICATIONS AND QUALITY**

Bidders must comply with the following requirements in order to qualify for evaluation in Stage 3

- 
- (i) Bidder must be a certified reseller of OEM software (provide proof of certification).
- (ii) The bidder must provide proof of OEM software experience installation and integration, resources and local footprint.
  - (a) Provide three references of similar work done on OEM software installation and integration as well as evidence of post sales focused engineering and service delivery manager support, i.e. professional services implementations).
- (iii) Bidder to provide project plan for implementation of the IdM solution at SARAO - to include timelines and sequence of implementation. E.g. Gantt chart.
- (iv) Bidder must submit datasheets which meet the stipulated product technical and functional specifications.

### **STAGE 3: PRICE AND PREFERENCE EVALUATION**

Bidders' price proposals are compared on an equal and fair basis, considering all aspects of the bids pricing requirements. Qualifying bids are ranked on price and preference points claimed in the following manner:

**Price** - with the lowest priced bid meeting the minimum specification as stipulated in the threshold to qualify for this stage receiving the highest price score as set out in the Preferential Procurement Policy 2017 Regulations;

**Preference** - preference points as claimed in the preference claim form (SBD6.1) supported by a valid BBBEE certificate are added to the price ranking scores.

The bid will be awarded (post approval by the NRF's Delegated Authority) to the bidder with the highest combined score for Price and BBEE rating unless there are other objective criteria, specified in the bid documents that need to be considered in addition to the combined score. The award is subject to the final verification of the bidder's tax status as set out in the SBD 1.

### **Cancellation of the bid prior to award**

SARAO reserves the right to cancel this bid invitation prior to making an award where -

- a) Due to changed circumstances there is no longer a need for this procurement, or
- b) No bids meet the required specifications, or a material irregularity occurred in the bid process, or
- c) Where the price is too low/high in comparison to the market price range determined by NRF Corporate or the budget allocated by NRF Corporate to this procurement.

## **CONTRACT PERIOD**

5 years software licensing, software support, technical support and maintenance.

## **CONTRACT MANAGEMENT**

### **1. Contract Management**

1.1. SARAO shall manage this contract fairly and objectively in accordance with the terms and conditions set out in this document.

### **2. Contract Manager**

2.1. SARAO shall appoint a contract manager, being the Computing Infrastructure Lead and shall notify the other party in writing of the contact details of the appointed contract manager.

### **3. Contract Communication**

3.1. Communication between the contracted parties must be in writing, by email, or other written means.

3.2. SARAO shall state the contract number with a secondary reference number i.e. purchase order number, on all communication, documentation such as purchase orders issued, etc. SARAO will not consider any communication without the contract number to be legal communication between the parties, and not enacted on by either party, as a protection against fraud.

3.3. SARAO will maintain all contract documentation, correspondence, et cetera, in a defined contract file open for inspection.

### **4. Communicating "As and When" in terms of the specific contract clauses**

4.1. Where prices and/or availability need to be confirmed, a request for an updated detail quotation/information is issued;

4.2. Where specific procurement items as specified in the contract are required, SARAO

will issue a purchase order stating the contract number for the requirement;

4.3. The purchase order will have the following detail (where this is not provided, the purchase order is not a valid communication in terms of this contract):

4.3.1. Purchase Order Number

4.3.2. Contract Number

4.3.3. Quantity

4.3.4. Description of the required procurement. Where detailed, reference must be made to the relevant technical document attached;

4.3.5. Catalogue number if applicable;

4.3.6. Unit price per this contract;

4.3.7. Delivery Date;

4.3.8. Business unit code; and

4.4. The specific delivery site.

## **5 Payment**

5.1 The period for payment shall not exceed 30 days from date of receipt of invoice. Qualifying invoices for payment must meet the following minimum requirements:

5.1.1 Reference to purchase order number

5.1.2 Detailed line items as specified in purchase order

5.1.3 Include statement of account

5.2 It is a prerequisite for payment that approval must be obtained from the SARAO contract manager, on the basis that the contract manager has verified all relevant verification documents. The invoice is accompanied by a SARAO agreed signed proof of performance/delivery, stating acceptance of quantity, acceptance to specification, and unit pricing in agreement with the contract and any purchase orders issued in terms of the contract.

## **6 Termination of contract due to non-performance**

6.1 In the event of non-performance as per the agreed contract, SARAO will appoint an alternative service provider at the cost of the appointed bidder. The defaulting party will be responsible for settling the damages/additional costs that SARAO has incurred as result of the non-performance of the appointed bidder.

## **7 Occupational Health and Safety when working on NRF sites**

7.1 All personnel performing work on SARAO sites as part of this contract are required to undergo safety induction.

7.2 Over and above the obligations required by the Occupational Health and Safety Act (OHS Act No 85 of 1993 and its Regulations, known as 'the Act'), the appointed bidder

will be required to comply with all relevant health and safety instructions given to them by site safety personnel, where relevant. Personal protection equipment, including closed safety shoes, hard hats, height safety equipment, and high visibility vests must be worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

- 7.3 The appointed bidder, once signing the contract (SBD 7), is responsible for itself, its employees, and all persons affected by its operations in terms of the Act and regulations promulgated in terms thereof. The appointed bidder must perform all work and use equipment on site in compliance with the provisions of the Act.
- 7.4 Where applicable, the appointed bidder must submit its Letter of Good Standing in terms of the COID Act to NRF Corporate, and must ensure that it remains valid for the duration of the contract.
- 7.5 Where applicable, the appointed bidder must maintain a health and safety plan complying with the requirements of the Act at the work site during the period that contracted work takes place on the site.
- 7.6 SARAO shall manage the appointed bidder in its capacity to execute this contract to meet the provisions of the Act and the Regulations promulgated in terms thereof. The appointed bidder accepts liability for any contraventions of the Act. Each member of the appointed bidder's team (including sub-contracted personnel), must submit a signed indemnity form prior to entering the work site, which must be kept in the appointed bidder's health and safety file.

## **8 Original bid documents for contract signing**

- 8.1 The sets of original bid documents in hard copy format (paper document) serves as the original master set for the legal contract document between the contracting parties. The master set remains with SARAO, and has precedence over any other copies in the case of any discrepancies between the other sets of documents. The master set has the originals or certified copies of any certificates stipulated in this document attached.

## **9 Managing service levels**

- 9.1 Upon appointment, both parties agree on the final set of performance levels for each deliverable service levels including measurable key performance indicators with minimum thresholds in writing which is appended to this contract document.
- 9.2 Where both parties agree to variation of these, both parties sign the revision which is appended to this contract document.

- 9.3 The appointed third party and the SARAO contract manager will measure delivered performance against these performance levels.
- 9.4 Where either party has identified poor performance under this contract, both parties will meet and investigate the matter to determine the root cause, the correction plan, and the execution planning thereof.
- 9.5 Both parties will monitor the corrective actions.
- 9.6 Both parties will assess the applicability of penalties to the incurred poor performance and apply these.
- 9.7 The service performance levels are:

Service	Measurement methodology	Penalty trigger level	Penalty
Commencement within 3 months of appointment or within time-frame agreed upon in negotiation; and closeout and handover within 6 months of appointment	Agreed upon project implementation plan	Failure to meet agreed upon timeframes	1 Week = Percentage of invoice (2%) 2-4 Weeks = 5% of invoice >4 Weeks = 8% of invoice and invoke GCC Clause 23
Performance of the contract according to the service specifications and deliverables on stipulated on p.3-9 of this bid document	Certification of performance by SARAO contract manager	Poor or non-performance which fails to achieve one or more of the service deliverables	Formal notice to perform within stipulated period, failing which the contract will be terminated

## GENERAL AND SPECIAL CONDITIONS OF CONTRACT

In this document words in the singular also mean in the plural and vice versa, words in the masculine mean in the feminine and neuter, words "department" means organs of state inclusive of public entities and vice versa, and the words "will/should" mean "must".

The National Research Foundation cannot amend the National Treasury's General Conditions of Contract (GCC). The National Research Foundation compiles separate Special Conditions of Contract (SCC) relevant to this bid where applicable supplementing the General Conditions of Contract. Where there is conflict, the provisions of the Special Conditions of Contract shall prevail.

GCC 1	Definitions - The following terms shall be interpreted as indicated:
1.1	"Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
1.2	"Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
1.3	"Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
1.6	"Country of origin" means the place where the goods were mined, grown, or produced, or from which the services are

	supplied. Goods produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components
1.7	"Day" means calendar day.
1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
1.14	"GCC" mean the General Conditions of Contract.
1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16	"Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
1.17	"Local content" means that portion of the bidding price, which is not included in the imported content if local manufacture does take place.
1.18	"Manufacture" means the production of products in a factory using labour, materials, components, and machinery and includes other related value-adding activities.
1.19	"Order" means an official written order issued for the supply of goods or works or the rendering of a service.
1.20	"Project site", where applicable, means the place indicated in bidding documents.
1.21	"Purchaser" means the organization purchasing the goods.
1.22	"Republic" means the Republic of South Africa.
1.23	"SCC" means the Special Conditions of Contract.
1.24	"Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
1.25	"Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
<b>GCC2</b>	<b>Application</b>
2.1	These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
2.2	Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
2.3	Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
<b>GCC 3</b>	<b>General</b>
3.1	Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
3.2	With certain exceptions (National Treasury's eTender website), invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>
<b>GCC 4</b>	<b>Standards</b>
4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>GCC 5</b>	<b>Use of contract documents and information</b>
5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure made to any such employed person is in confidence and shall extend only as far as may be necessary for purposes of such performance.
5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and

	to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
SCC5A	Copyright and Intellectual Property
	<p><b>Intellectual property</b> refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).</p> <p><b>Background intellectual property</b> is defined as the intellectual property pertaining to this contract and created and owned by any of the contracted parties to this contract prior to the effective date of this contract.</p> <p><b>Contract intellectual property</b> is defined as intellectual property created by the parties to this contract for and in the execution of the contract.</p> <p>All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.</p> <p>The contracted party grants the NRF a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the NRF to obtain the full benefit of the contracted deliverables for this contract.</p> <p>The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract vests with the NRF unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.</p> <p>Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.</p> <p>The contracted party agrees to assist the NRF in obtaining statutory protection for the contract intellectual property at the expense of the NRF wherever the NRF may choose to obtain such statutory protection.</p> <p>The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the NRF or as the NRF may direct, and to support the NRF or its nominee, in the prosecution and enforcement thereof in any country in the world.</p> <p>The contracted party irrevocably appoints the NRF to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the NRF, in its discretion, requires in order to give effect to the terms of this clause.</p>
SCC5B	Confidentiality
	<p>The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the NRF and after termination of its involvement with the NRF, the recipient shall not:</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information, directly or indirectly, to any person or entity, without the NRF's prior written consent.</li> <li>• Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or</li> <li>• Copy, reproduce, or otherwise publish confidentiality information except as strictly required for the execution of the contract.</li> </ul> <p>The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to</p> <ul style="list-style-type: none"> <li>• Disclose the confidential information to any third party, or</li> <li>• Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,</li> <li>• The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.</li> </ul> <p>The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:</p> <ul style="list-style-type: none"> <li>• Was independently developed by the recipient prior to its involvement with the NRF or in the possession of the recipient prior to its involvement with the NRF;</li> <li>• Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;</li> <li>• Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the NRF, or</li> <li>• Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the NRF of such requirement prior to any disclosure.</li> </ul> <p>The recipient shall within one (1) month of receipt of a written request from the NRF to do so, return to the NRF all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:</p> <ul style="list-style-type: none"> <li>• All written disclosures received from the NRF;</li> <li>• All written transcripts of confidential information disclosed verbally by the NRF; and</li> <li>• All material embodiments of the contract intellectual property.</li> </ul> <p>The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein.</p> <p>Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or</p>



	<p>impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.</p> <p>The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the NRF. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the NRF is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.</p>
SCC5C	Copyright and Intellectual Property
	The third party hereby gives the NRF permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition.
<b>GCC6</b>	<b>Patent rights</b>
6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
GCC7	Performance security
7.1	Within thirty days (30) 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.
7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
7.3	<p>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:</p> <p>7.3.1 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</p> <p>7.3.2 cashier's or certified cheque.</p>
7.4	The performance security will be discharged by the purchaser and returned to the supplier within 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.
SCC	An acceptable financial performance bond is required where an upfront deposit is paid by NRF over an amount of R 1 million (or such lesser amount as specified here) to the same value as any such upfront deposit.
GCC8	Inspections, tests and analyses
8.1	All pre-bidding testing will be for the account of the bidder.
8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period, it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the supplier shall defray the cost in connection with these inspections, tests, or analyses.
8.6	Supplies and services referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies are 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.
8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract because of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
GCC9	Packing
9.1	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.
9.2	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.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC10	Delivery and Documentation
10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details

	of shipping and/or other documents to be furnished by the supplier are specified in SCC.
10.2	Documents submitted by the supplier specified in SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC11	Insurance
11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC12	Transportation
12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC13	Incidental services
13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: 13.1.1 Performance or supervision of on-site assembly and/or commissioning of the supplied goods; 13.1.2 Furnishing of tools required for assembly and/or maintenance of the supplied goods; 13.1.3 Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; 13.1.4 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 13.1.5 Training of the purchaser's personnel, at the supplier's plant and/or on-site, conducted in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
SCC	In the event that this document makes provision for such service elsewhere in this document, it is only valid if confirmed through the issue of a written purchase order that specifies, where applicable, quality, quantity, description, unit price, and delivery date.
GCC14	Spare parts
14.1	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: 14.1.1 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 14.1.2 In the event of termination of production of the spare parts: 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 14.1.2.1 Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC15	Warranty
15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
15.3	The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
15.4	Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5	If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.
SCC	No special condition applicable, unless specified elsewhere in this document.
GCC16	Payment
16.1	The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
16.2	The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
16.3	Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
16.4	Payment will be made in Rand unless otherwise stipulated in SCC.
SCC	Payment is made 30 days after receipt of invoice or claim by the purchaser to NRF which period is automatically extended by any delay occasioned by the supplier such as failure to supply a copy of the delivery note, if applicable; and/or failure

	to provide proof of fulfilment of other obligations stipulated in the contract														
GCC17	Prices														
17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.														
SCC	No additional special conditions other than stated in the price section in this document.														
GCC18	Contract amendment														
18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.														
GCC19	Assignment														
19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.														
GCC20	Subcontract														
20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract														
GCC21	Delays in supplier's performance														
21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.														
21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.														
21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.														
21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.														
21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.														
21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.														
GCC22	Penalties														
22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.														
SCC22	<table border="1"> <thead> <tr> <th>Service</th> <th>Measurement methodology</th> <th>Penalty trigger level</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>Commencement within 3 months of appointment or within time-frame agreed upon in negotiation; and closeout and handover within 6 months of appointment</td> <td>Agreed upon project implementation plan</td> <td>Failure to meet agreed upon timeframes</td> <td>1 Week = Percentage of invoice (2%) 2-4 Weeks = 5% of invoice &gt;4 Weeks = 8% of invoice and invoke GCC clause 23</td> </tr> <tr> <td>Performance of the contract according to the service specifications and deliverables on stipulated on p.3-9 of this bid document</td> <td>Certification of performance by SARAO contract manager</td> <td>Poor or non-performance which fails to achieve one or more of the service deliverables</td> <td>Formal notice to perform within stipulated period, failing which the contract will be terminated</td> </tr> </tbody> </table>			Service	Measurement methodology	Penalty trigger level	Penalty	Commencement within 3 months of appointment or within time-frame agreed upon in negotiation; and closeout and handover within 6 months of appointment	Agreed upon project implementation plan	Failure to meet agreed upon timeframes	1 Week = Percentage of invoice (2%) 2-4 Weeks = 5% of invoice >4 Weeks = 8% of invoice and invoke GCC clause 23	Performance of the contract according to the service specifications and deliverables on stipulated on p.3-9 of this bid document	Certification of performance by SARAO contract manager	Poor or non-performance which fails to achieve one or more of the service deliverables	Formal notice to perform within stipulated period, failing which the contract will be terminated
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GCC23	Termination for default														
23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: 23.1.1 If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any														

	<p>extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>23.1.2 If the supplier fails to perform any other obligation(s) under the contract; or</p> <p>23.1.3 If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p>
23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
23.4	If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
23.5	Any restriction imposed on any person by the Accounting Authority will, at the discretion of the Accounting Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Authority actively associated.
23.6	<p>If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>23.6.1 the name and address of the supplier and / or person restricted by the purchaser;</p> <p>23.6.2 the date of commencement of the restriction</p> <p>23.6.3 the period of restriction; and</p> <p>23.6.4 the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
23.7	If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than ten (10) years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to Section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
GCC24	Anti-dumping and countervailing duties and rights
24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
GCC25	Force Majeure
25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event
GCC26	Termination for insolvency
26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
GCC27	Settlement of disputes
27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
27.5	Notwithstanding any reference to mediation and/or court proceedings herein,

	27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and 27.5.2 the purchaser shall pay the supplier any monies due the supplier.
GCC28	Limitation of liability
28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1.1 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; and 28.1.2 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.
GCC29	Governing language
29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
GCC30	Applicable law
30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
GCC31	Notices
31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
GCC32	Taxes and duties
32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services
GCC33	National Industrial Participation Programme
33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
GCC34	Prohibition of restrictive practices
34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).
34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

## EVALUATION CRITERIA FOR THE BID

### STAGE 1: SUBMISSION OF RETURNABLE DOCUMENTS AND SCHEDULES

Document description	Reference to bidder's document	Weight	Criteria (All criteria are weighted equally to each other)	Grading Scheme	Bid Section Reference	SCM Verification
Certified B-BBEE certificate / sworn affidavit, in the case of EMEs or QSEs		Mandatory	Has the bidder met the minimum B-BBEE Level for prequalification?	Yes/No	Page 3	
Signed SBD 6.1		Mandatory	Is the bidder claiming preference points?	Yes/No	Page 35-38	
Signed SBD 4		Mandatory	Do the bidder and its directors have any interest in government?	Yes/No	Page 34-35	
Signed SBD 8		Mandatory	Has the bidder declared any performance issues with government?	Yes/No	Page 38	
Signed SBD 9		Mandatory	Did the bidder independently determine its bid?	Yes/No	Page 38-39	
Briefing session receipt / Attendance register		Mandatory	Did the bidder attend the briefing session?	Yes/No	Page 1	
Signed SBD 3		Mandatory	Did the bidder submit its pricing schedule in a separate envelope?	Yes/No	Page 29	
Signed SBD 1		Mandatory	Has the bidder signed the SBD 1?	Yes/No	Page 32-34	



**STAGE 2: EVALUATION OF BIDS AGAINST TECHNICAL SPECIFICATIONS AND QUALITY**

<b>Document description</b>	<b>Reference to bidder's document</b>	<b>Weight</b>	<b>Criteria</b> (All criteria are weighted equally to each other)	<b>Grading Scheme</b>	<b>Bid Section Reference</b>	<b>BEC Verification</b>
Bidder must be a certified reseller of OEM software.		Mandatory	Submit proof of OEM certification	Yes/No	Page 10	
The bidder must provide proof of OEM software experience installation and integration, resources and local footprint.		Mandatory	(a) Provide three references of similar work done. (b) Bidder must show evidence of post sales focused engineering and service delivery manager support (provide three references of professional services implementations).	Yes/No	Page 10	
The bidder must provide a project plan for implementation of the IdM solution at SARAO – the project plan must include timelines and sequence of implementation. E.g. Gantt chart.		Mandatory	Submit project plan which meets the specified minimum requirements	Yes/No	Page 10	
Bidder must submit datasheets which meet the product technical and functional specifications.		Mandatory	Submit product datasheets which meet the specified requirements	Yes/No	Page 24-26	

## Product Specifications

No#	Description	Criteria	Grading(Y/N)
1	Submit Product datasheets with product specific technical and functional requirements	Mandatory	
2	IdM Software must have a Generic Target System Connectors to enable one to use these connectors for integrations such as LDAP bind, G-Suite, FreeIPA, Keycloak etc.	Mandatory	
3	Support direct connections to Microsoft Windows, Databases and other managed devices without having to use a Jump Server.	Mandatory	
4	Have an inbuilt Multi Factor Authentication (MFA) support.	Mandatory	
5	Must have the ability to integrate with enterprise authentication methods e.g. multiple 3rd party authentication methods including LDAP, RADIUS, SAML 2, Kerberos, X.509 certificates, OAuth 2, OpenID Connect, ADFS etc and a built-in authentication mechanism.	Mandatory	
6	Must support for API integration (REsT/SOAP). There must be strong out of the box support including ease of integration with any third-party connectors.	Mandatory	
7	Have provisioning of users based on their roles in the organization.	Mandatory	
8	Provide for roles assignment and multiple role assignment with automatic granting of access to resources associated with each role.	Mandatory	
9	Provide for event-based identity provision such as an event triggered by adding staff in the HR System with a certain job title. Supporting workflows can be created to route role requests to the appropriate approvers if required.	Mandatory	
10	Provides Separation of Duties functionality that prevents users from being assigned to conflicting roles unless someone in the organization makes an exception for the conflict.	Mandatory	
11	Ability to set password options every x days, months, years and compliance options via the use of a policy.	Mandatory	
12	Ability to create exception policies for selected systems, applications and devices.	Mandatory	
13	Allow single baseline policy across all systems, applications and devices (e.g. one single update to enforce baseline policy).	Mandatory	
14	Support for changing a password or group of passwords according to a policy (time based or 'on-demand').	Optional	
15	Ability to send notifications via email, SMS or other delivery methods triggered by any type of activity or event.	Mandatory	
16	Automatically reconcile passwords that are detected 'out of sync' and/or propagate changes to integrated systems without using external restore utilities.	Mandatory	
17	Must automatically verify, notify and report all passwords which are not in sync with IdM.	Mandatory	
18	Provide real-time synchronization of identity information across a wide range of connected systems. There should be flexibility to control the flow of data between the connected systems.	Mandatory	
19	Provide Account automatic and manual blocking & unblocking - too many	Mandatory	



	tries through policy driven deployment.		
20	Provide Password self-service component with support of MFA (Multi Factor Authentication).	Mandatory	
21	Support account provisioning and de-provisioning via API (ReST/SOAP), bulk files processing, connectors or drivers integration to ERP systems such as Microsoft Dynamics et cetera.	Mandatory	
22	Should be able to support a session recording on any session initiated via IdM solution including servers, network devices, databases, integration connectors and virtualized environments.	Mandatory	
23	Support selective options for enabling session-based recording on any combination of target account, group or target system and end-user.	Optional	
24	Have inbuilt auditing service that captures a complete trail of events that occur in the Identity Management system.	Mandatory	
25	The ability of the IdM auditing system to capture data generated by its workflows and policies.	Mandatory	
26	Provide audit logs and all audit logs created should be tamper proof and should have legal hold and comply with regulations.	Mandatory	
27	Report on both historical data and the current state of the provisioning environment.	Mandatory	
28	Logs all activities and associated session data as well as activity reporting with ability to restrict access to different reports by assigned roles.	Mandatory	
29	Ability to define alerting for monitoring purpose at minimum through email and/or SMS alerts.	Mandatory	
30	Cater for live monitoring of sessions and manual termination of sessions when necessary.	Optional	
31	Provide user session configuration i.e. inactivity timeout and maximum lifetime.	Mandatory	
32	Support session termination on both timeouts, inactivity and user initiated logout.	Mandatory	
33	Support SSL for all transports i.e. enabling SSL/TLS for communication between IdM and remote system or connected systems.	Mandatory	
34	Provide Secured Vault platform - main password storage repository should be highly secured (built-in firewall, hardened machine, limited and controlled remote access etc.).	Mandatory	
35	All locally stored target-account passwords should be encrypted using AES or similar encryption with at least 256 bit keys.	Mandatory	
36	Should restrict the solution administrators from accessing or viewing passwords.	Mandatory	
37	Provide for a configuration of Strong Password Policy.	Mandatory	
38	Provide anomaly detection i.e. failed attempts, brute force and breached password detection et cetera.	Mandatory	
39	Must provide for Integration with industry standard SIEM tools as a critical requirement.	Mandatory	
40	Should secure master data, records, entitlement, policy data and other credentials in tamper proof storage container.	Mandatory	

41	Provide workflow capabilities to ensure that identity provisioning processes involve the appropriate resource approvers.	Mandatory	
42	Workflows should be highly flexible and capable of supporting varying business requirements through template definition, escalation, parallel approvals, serial approvals and multi-step approvals.	Optional	
43	Workflows should provide for the ability to be initiated automatically when certain events occur (for example, a new user is added to HR system) or initiated manually through a user request.	Mandatory	
44	Provide self-service administration for functions (management, Help Desk, Password reset and so forth) that are responsible for assisting, monitoring, and approving user requests.	Mandatory	
45	<b>Must provide Management of Personal Data:</b> Users can view and edit their own personal data in the corporate directory by using the self-service interface of Identity Manager. The data is automatically changed in all the systems you have synchronized through Identity Manager.	Mandatory	
46	<b>Ability to Change Password:</b> Users can change their passwords, set up a hint for forgotten passwords, and set up challenge questions and responses for forgotten passwords.	Mandatory	
47	Must have a comprehensive set of password management services which increase security by enforcing consistent password policies across the organization. These also combine with self-service password reset capabilities to reduce the cost of password-related help desk calls.	Mandatory	
48	Users must be able to request access to resources such as databases, systems, and directories. Rather than calling to request access to an application, they can select the application from a list of available resources.	Mandatory	
49	<b>Must have User Applications (including User Self-service, Help Desk, Password Management):</b> A browser-based web application that gives the user ability to perform a variety of identity self-service and roles provisioning tasks should be available and users should be able to access in a RBAC.	Mandatory	
50	<b>Must have Administration Applications (for Central Administration):</b> Administrators should be able to access the Administration functions with any supported web browser, from either a computer or a tablet to perform all administrative tasks.	Mandatory	
51	<b>Must have an IdM Dashboard (for Reporting &amp; Monitoring):</b> A personalized view of each user's permissions, tasks, and requests. This should help users focus on the following basic areas of functionality: Items, Tasks, Permissions on roles and resources, Request history etc.	Mandatory	
52	<b>Must have IdM Designer (for Workflow &amp; Policies design, testing &amp; deployment):</b> Allow workflow and policies design, test, document, and deploy in IdM solution in a network or test environment. Provides ability to configure the Identity Manager project in an off-line environment, and then deploy to the live system.	Mandatory	
53	<b>The IdM Analysis (Enrichment) component</b> that provides capability to perform data analysis, cleansing, reconciliation, and reporting to help adhere to internal data quality policies. Analysis should provide functions to analyze, enhance, and control all data stores throughout the enterprise.	Mandatory	

BIDDER IS ABLE TO DELIVER THE SPECIFICATION?	YES - PASS TO PRICING	NO - DISQUALIFIED

STAGE 3: PRICE AND BBBEE STATUS LEVEL OF CONTRIBUTOR				
The bid will be evaluated for price and preference in accordance with the 80/20 price and preference system:	<b>Price</b>	80	<b>BBBEE</b>	20

# PART B – PRICING

## PRICING INSTRUCTIONS

Actual prices charged by the bidder for goods delivered and/or services performed for this bid shall not vary from the prices quoted by the bidder in the submitted bid with the exception of any price adjustments as outlined by the bidder in the response and such adjustments are in accordance with the rules stated below:

1.	<b>Applicability of quoted prices:</b> All quoted prices are applicable throughout the contract period unless price adjustments are specified.
2.	<b>Price Quotation Basis:</b> Unit prices are fully inclusive of all applicable taxes including VAT, less all unconditional discounts, plus all costs to deliver the services and/or goods to the specified delivery point stated in South African Rand currency. Where imported goods/services are to be used, and pricing is subject to changes in the exchange rate, the exchange rate must be stated in arriving at ZAR together with the ratio of the price for the imported component relative to the total price.
3.	<b>Value Added Tax:</b> Pricing will be adjusted for any variation in the Value Added Tax rate as gazetted.
4.	<b>Contract Price Management during the contract:</b> Where appropriate, written purchase orders will be issued authorising the deliverables of this bid as addendums to this contract. The purchase orders stipulate quantity, work description, delivery date, and the unit price in accordance with the contract.
5.	<b>Travel Reimbursement Costs</b> must not be included in the bid price. Travel costs for site visits only will be reimbursed in accordance with the NRF Travel Policy and the rates therein.
6.	<b>Total costs:</b> all costs to be incurred by the bidder must be included in the bid price.
7.	<b>Ceiling Price Calculation:</b> The NRF provides bidding estimates of quantities to allow for the calculation of a bidding price for the contract that allows an equal comparison basis equitable to all bidders for award selection.
8.	<b>Calculation of tables:</b> Bidders are required to provide accurate costs including VAT in the pricing schedule below.

## BID PRICE SCHEDULE (SBD 3)

Submit pricing in separate envelope (stand-alone)

No	DESCRIPTION	ESTIMATED MAN HOURS	RATE PER HOUR	TOTAL (Excluding VAT)	
1	Assessment – Professional consultation engagement			R	
2	Implementation			R	
	<b>SUB-TOTAL</b>			R	
No	MAINTENANCE & SUPPORT	PERIOD	RATE PER ANNUM	TOTAL (Excluding VAT)	
3	Software licensing (for 500 users), support, and maintenance	5 years		R	
4	Technical support – time and materials with clearly defined for a 8/5 support SLAs for high, medium and low priority technical issues.	5 years		R	
No	TRAINING	NO. STAFF	OF HEAD	RATE PER HEAD	TOTAL (Excluding VAT)
4	Training: Basic training of SARAO staff on IdM software solution operations, support, configuration, administration and management	4			R
<b>SUB TOTAL</b>				R	
<b>VAT (15%)</b>				R	
<b>TOTAL BID PRICE</b>				R	

# PART C – BID PREPARATION AND SELECTION

## THE BID PREPARATION

### Clarification

If the respondent wishes to clarify aspects of this request or the acquisition process, they write to the contact officials listed under the enquiries section on the title page. SARAO distributes the consolidated clarification document to all respondents that have registered themselves in the briefing session attendance register. SARAO does not provide the origin of the request to any party. All clarifications will be consolidated into a consolidated clarifications document and sent out 72 hours (3 days) before the date of closing date of this bid. The Bidder is required to acknowledge this document by printing, signing each page and including the signed copy of Clarifications document into their Bid Submission pack.

### Response preparation costs

SARAO is not liable for any costs incurred by a bidder in the process of responding to this invitation, including on-site presentations.

### Counter proposals

No counter proposals are accepted.

### Two envelope system

SARAO, in the interests of transparent procurement, utilises the two-envelope system to minimise any form of price bias in the technical evaluation phase. All responses must be submitted in two sealed envelopes/boxes; the first envelope/box shall have the technical, compliance and BBBEE response and the second envelope/box shall only have the pricing response. Bidders must ensure that they do not indicate any pricing information in the first envelope/box, if they do, SARAO reserves the right to disqualify such bids.

Bidders are required to package their response/Bid as follows:

- Envelope 1-part A: Bid Forms and Compliance Response
- Envelope 1-part B: Technical Response (response to scope of work)
- Envelope 2: Pricing Information

### Central Supplier Database registration

The NRF as an organ of state is legally, only allowed to procure goods/services from suppliers/service providers registered on the National Treasury's Central Supplier Database. Respondents to this bid must include their Master Registration Number (Supplier Number) to allow for SARAO to conduct basic due diligence through the Central Supplier Database, this includes proof of registration and tax compliance verification.

### Collusion, fraud and corruption

Any effort by the bidder to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

### Fronting

SARAO supports the Government's broad based black economic empowerment initiatives recognising that real empowerment is through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent,

and legally compliant manner. Against this background, SARAO condemns any form of fronting. SARAO's evaluation committees will conduct or initiate enquiries to determine the accuracy of bidders' representations. Bidders must ensure that fronting does not exist. Should SARAO suspect any form of fronting, the bidder is given 7 days from date of notification to provide evidence that such fronting does not exist. SARAO, upon confirmation of fronting, will invalidate the bid or any contracts entered into with the bidder, apply for the bidder to be restricted from conducting business with the public sector for a period not exceeding 10 years, and exercise any other remedies SARAO may have against such a bidder.

#### Disclaimers

SARAO has produced this document in good faith. The NRF, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. SARAO has no liability towards the bidders in connection therewith.

#### General definitions

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

"B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

"Bid" means a written offer in a prescribed or stipulated form in response to an invitation by the National Research Foundation for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

"Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

"Contract" means the entire bid document inclusive of scope of work, specification, price conditions, price quote table, service delivery conditions, performance conditions with their key performance indicators, and general conditions when attached to the Standard Bidding Document 7 (SBD 7) which has been signed by the awarded bidder and the National Research Foundations;

"EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

"Functionality" means the ability of a bidder to provide goods and/or services in accordance with specifications as set out in these bid documents;

"Proof of B-BBEE status level of contributor" means:

B-BBEE Status level certificate issued by an authorized body or person;

A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

Any other requirement prescribed in terms of the B-BBEE Act.

"QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act.

"Equipment" means the operational unit including spares, replacement components, consumables, sub-systems, firmware and software that delivers the specified output.

"NRF" means the National Research Foundation and it is used interchangeable with its business units managing the contract being SARAO.

# PART D – RETURNABLES

<b>INVITATION TO BID (SBD 1)</b>	
<b>Bid number</b>	NRF SARAO SNET 001 2020/2021
<b>Closing date and time</b>	27 JULY 2020 at 11.00AM
The NRF recognises the date and time as recorded on its systems for closure purposes.	
<b>SUMMARY OF BID REQUIREMENTS</b>	
<b>PROCUREMENT OF AN ENTERPRISE IDENTITY MANAGEMENT SOFTWARE INCLUDING THE ASSESSMENT, DESIGN, IMPLEMENTATION, SUPPORT AND TRAINING TO ADDRESS SARAO IDENTITY MANAGEMENT NEEDS</b>	
<b>Number of original bid documents for contract signing</b>	1
<b>Number of evaluation copies (Mark pages as “Evaluation Copy” and number all pages sequentially):</b>	2 electronic documents (technical and price separate) on two separate memory sticks
<b>Two envelope system</b>	Yes
<b>Price validity period from date of closure</b>	One hundred and twenty (120) days
<b>SUPPLIER INFORMATION</b>	
<b>Name of Bidder</b>	
<b>Postal Address</b>	
<b>Street Address</b>	
<b>Telephone Number</b>	
Code	Number
<b>Cell Phone Number</b>	
Code	Number
<b>Facsimile Number</b>	
Code	Number
<b>E-Mail Address</b>	
<b>VAT Registration Number</b>	



<b>Tax Compliance Status</b>	Tax Compliance System PIN		<b>O R</b>	Central Supplier Database No.	MAAA
<b>B-BBEE Status Level Verification Certificate</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>B-BBEE Status Level Sworn Affidavit</b>	Tick Applicable Box. <input type="checkbox"/> Yes <input type="checkbox"/> No		

**[A B-BBEE status level verification certificate/sworn affidavit (for EMEs & QSEs) must be submitted in order to qualify for preference points for B-BBEE – also refer to the SBD 6.1]**

<b>Are you the accredited representative in South Africa for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	<b>Are you a foreign-based supplier for the goods/services/works offered?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer the questionnaire below]
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Is the entity a resident of the Republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No

If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS).

### **BID SUBMISSION**

1. Bids must be delivered by the stipulated time to the correct address. Late bid will not be accepted for consideration.
2. All bids must be submitted on the officially provided forms provided – (not to be re-typed) or in the manner prescribed in the bid document.
3. This bid is subject to the specifications and special conditions of contract pertaining to this bid, the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC), and any other legislative requirements if applicable to this bid. These are included in this document thereby forming the contract between the NRF and the appointed/awarded bidder.
4. The successful bidder will be required to fill in and sign the contract signature form (SBD7) for this contract.

### **TAX COMPLIANCE REQUIREMENTS**

1. Bidder must ensure compliance with their tax obligations.
2. Where the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided
3. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to verify the taxpayer’s profile and tax status. Application for tax compliance status (TCS) pin is made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
4. Bidders may also submit a printed TCS certificate together with the bid, available via e-filing

	through the SARS website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
5.	In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/PIN/CSD number.
6.	No bids will be considered from persons in the service of the state, companies with directors who are persons in the service of the state, or close corporations with members' persons in the service of the state.

## SBD 4 - DECLARATION OF INTEREST WITH GOVERNMENT

Any legal person, including persons employed by the State (meaning 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); any municipality or municipal entity; provincial legislature; National Assembly or the National Council of Provinces; or National Parliament), or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to Bid (includes an advertised competitive Bid, a limited Bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting Bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative, declare his/her position in relation to the evaluating/adjudicating authority where:

- a. The Bidder is employed by the State; and/or
- b. The legal person on whose behalf the Bidding Document is signed, has a relationship with persons/s person who is/are 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.

In order to give effect to the above, the following questionnaire must be completed and submitted with this Bid:

Full Name of Bidder or his/her representative:	
Identity Number:	
Position occupied in the Company (director, trustee, shareholder, member):	
Registration number of company, enterprise, close corporation, partnership agreement:	
Tax Reference Number:	
VAT Registration Number:	
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 a separate schedule including the following questions:	
Schedule attached with the above details for all directors/members/shareholders	
Are you or any person connected with the Bidder presently employed by the State? If so,	<input type="checkbox"/> Yes <input type="checkbox"/> No

furnish the following particulars in an attached schedule	
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:	
If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, did you attach proof of such authority to the Bid document?	
If No, furnish reasons for non-submission of such proof as an attached schedule	
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the Bid.)	
Did you or your spouse or any of the company's directors/ trustees /shareholders /members or their spouses conduct business with the State including any business units of the National Research Foundation in the previous twelve months?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you, or any person connected with the Bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this Bid?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	
Do you or any of the directors/ trustees/ shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If so, furnish particulars as an attached schedule	

## SBD 6.1 - PREFERENCE POINTS CLAIMED

NB: Before completing this form, bidders must study the general conditions, definitions, and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

### 1 General conditions

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

- 1.1.1 The 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- 1.1.2 The 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included)

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED

**100**

- 1.2 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.3 The purchaser reserves the right to require either of a bidder, before a bid is adjudicated or at any time subsequently, to substantiate any claim concerning preferences, in any manner required by the purchaser.
- 1.4 A maximum of 80 or 90 points is allocated for price on the following basis:

80/20:	$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$	OR	90/10:	$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$
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Where  $P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{min}$  = Price of lowest acceptable bid

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

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

**2 Bid declaration**

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

B-BBEE STATUS LEVEL	Level:
B-BBEE POINTS CLAIMED	Points

- 2.2 Points claimed in respect of paragraph 3 must be in accordance with the table reflected in paragraph 2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**3 Sub-contracting**

- 3.1 Will any portion of the contract be sub-contracted? (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 3.2 If yes, indicate:

- 1. What percentage of the contract will be subcontracted.....%
- 2. The name of the sub-contractor.....
- 3. The B-BBEE status level of the sub-contractor.....

- 3.3 Whether the sub-contractor is an EME or QSE? (Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people		
Black people who are youth		

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

**4 Declaration with regard to company/firm**

4.1 Name of company/firm: .....

4.2 VAT registration number: .....

4.3 Company registration number:.....

4.4 Type of company/ firm(Tick applicable box)

TYPE	Tick applicable box
Partnership/Joint Venture /Consortium	
One person business/sole proprietor	
Close corporation	
Company	
(Pty) Limited	

4.5 Describe principal business activities

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

4.6 Company classification (Tick applicable box)

TYPE	Tick applicable box
Manufacturer	
Supplier	
Professional service provider	
Other service providers, e.g. transporter, etc.	

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

**5 Bidder declaration**

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-BBEE status level of contributor indicated in paragraphs 1 and 3 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1 and 3, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and
  - (e) Forward the matter for criminal prosecution.

## SBD 8 - DECLARATION OF BIDDER'S PAST SCM PRACTICES

Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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)? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Was any contract between the Bidder and any NRF terminated during the past five years because of failure to perform on or comply with the contract? If Yes, furnish particulars as an attached schedule:	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Database of Restricted Suppliers and Register for Tender Defaulters resides on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	

## SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the signatory to this document, in submitting this Bid in response to the invitation for the Bid made by the National Research Foundation, do hereby make the following statements that I certify to be true and complete in every respect:
I have read and I understand the contents of this Certificate;
I understand that the Bid will be disqualified if this Certificate is found not to be true and complete in every respect;
I am authorised by the Bidder to sign this Certificate, and to submit the Bid, on behalf of the Bidder;
Each person whose signature appears on the Bid has been authorised by the Bidder to determine the terms of, and to sign, the Bid on behalf of the Bidder;

For the purposes of this Certificate and the accompanying Bid, I understand that the word “competitor” shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:

- a. Has been requested to submit a Bid in response to this Bid invitation;
- b. Could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
- c. Provides the same goods and services as the Bidder and/or is in the same line of business as the Bidder

The Bidder has arrived at the accompanying Bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium (meaning an association of persons for combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of the bid) will not be construed as collusive bidding.

In particular, without limiting the generality of paragraphs above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a. Prices;
- b. Geographical area where product or service will be rendered (market allocation);
- c. Methods, factors or formulas used to calculate prices;
- d. The intention or decision to submit or not to submit, a Bid;
- e. The submission of a Bid which does not meet the specifications and conditions of the Bid; or
- f. Bidding with the intention not to win the Bid.

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.

The terms of this 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 the bid or to the signing of the contract.

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.

Bidder's signature:

## REFERENCE LETTER FORMAT FOR BIDDER

**Referee legal name:**

**Company:**

**Bid Number:**

NRF/SARAO SNET/005/2020-21

**Bid name**

PROCUREMENT OF AN ENTERPRISE IDENTITY MANAGEMENT SOFTWARE INCLUDING THE ASSESSMENT, DESIGN, IMPLEMENTATION, SUPPORT AND TRAINING TO ADDRESS SARAO IDENTITY MANAGEMENT NEEDS

Describe the service/work the above bidder provided to you

**Performance risk**

**Below requirements**

**Meets requirements**

**Exceeds requirements**

Professionalism in dealing with service provider; was service provider helpful, always available to assist

Where training was provided, were you satisfied with the quality of the training

Where training was provided, were you satisfied with the quality of the training material handed over

Satisfaction with the service provider's methodology for the work rendered

Did the service provider manage unplanned risks to your satisfaction to render the work complete at the agreed delivery dates?

Overall Impression

Other comments

Approximate value of contract

Would you use the provider again?

YES  NO

Completed by:

Signature:

Company name:

Contact telephone number:

Date:



## ANNEXURES – ATTACHED AT END OF DOCUMENT

Drawing number	Drawing title
N/A	N/A

Annexure Number	Annexure Title
N/A	N/A

BIDDER ANNEXURES	
Annexure Number	Annexure Title
N/A	N/A

## BID SIGNATURE (SBD 1)

I, the bidder, warrant by signature as having read and accepted each page in this document including any annexures attached to this document. I undertake to supply all or any of the goods, works, and services described in this procurement invitation to NRF Corporate in accordance with the requirements and specifications stipulated in this bid document at the price/s quoted. I confirm that I have satisfied myself as to the correctness and validity of my offer/bid in response to this invitation, covering all my obligations and I accept that any mistakes regarding price(s), rate(s), and calculations are at my own risk. My offer remains binding upon me and open for acceptance by NRF Corporate during the validity period indicated and calculated from the closing time of bid invitation. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me in terms of this document as the principal liable for the due fulfilment of the subsequent contract conditions if awarded to me.

I declare that during the bidding period did not have access to any NRF proprietary information or any other matter that may have unfairly placed our bid in a preferential position in relation to any of the other bidder(s).

I confirm that I am duly authorised to sign this offer/ bid response.

NB: Failure to provide / or comply with any of the above particulars may render the bid invalid.

Signature of bidder:

Capacity under which this bid is signed (Proof of authority must be submitted e.g. company resolution)