

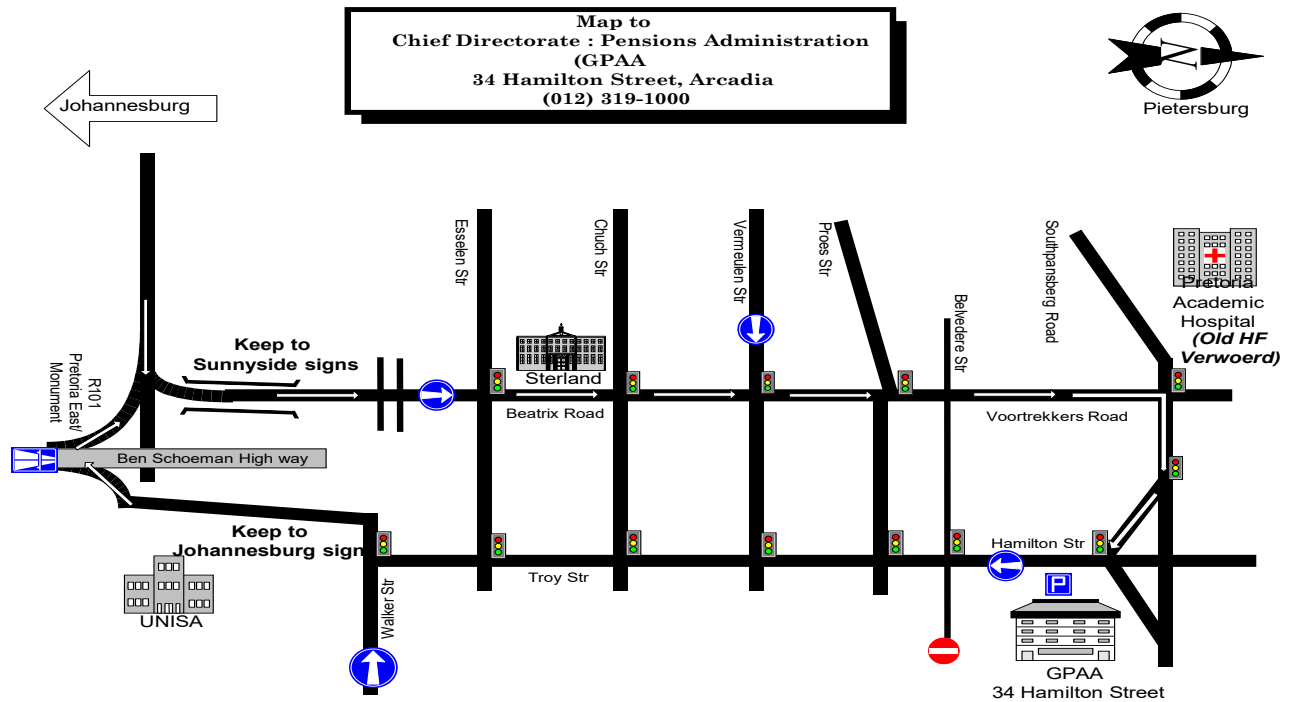
Confidential

Government Employees Pension Fund (GEPF)

Request for Proposals (RFP) for Provision and Implementation of an Integrated Pension Administration System (iPAS) that includes Fund Accounting (Fund-Acc) and Client Relationship Management (CRM) capabilities

INSTRUCTION TO SUBMIT YOUR BID

- Bid documents must be in an envelope, sealed and correctly labelled.
- Full name of the company, contact number, email address, and contact person's details written correctly on the envelope.
- Proposal /bid document must be addressed and delivered to the GEPF, 34 Hamilton Street, Arcadia, Pretoria
- Bid documents which are not received and/or deposited in the tender box by **12h00** on the closing date will be marked as late and not be considered.
- It is the responsibility of the bidders to ensure that proper instructions are given to courier companies on where to submit their bids. The GEPF will not be liable for any lost or misplaced bid documents



Enquiries:

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ALL BID DOCUMENTS TO BE DEPOSITED AT THE TENDER BOX SITUATED AT THE RECEPTION AREA AT:

Physical address:

GPAA Offices

34 Hamilton Street

Arcadia

Pretoria

If the bid document is too large to fit in a Tender Box an official from Demand and Acquisition section of the Supply Chain Management Directorate may be contacted via reception.

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Annexure	Topic
1	Business Capability Model & Value Stream Impact on People Process & Technology
2	Business Requirements Specifications for PAS, CRM and FMS (Fund Acc)
3	GPAA Modernisation Enterprise Architecture v1.35 signed.pdf

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Annexure	Topic
A	SBD Forms
B	Special Conditions of Contract
C	General Conditions of Contract

ABBREVIATIONS, ACRONYMS AND DEFINITIONS

Abbreviations and Acronyms

ACRONYM	TERM
BAS	Basic Accounting System
BC	Business Capability
BI	Business Intelligence
CDR	Central Data Repository
CRM	Customer Relationship Management
DB	Defined Benefits
DC	Defined Contributions
DHA	Department of Home Affairs
GEPF	Government Employees Pension Fund
GPAA	Government Pensions Administration Agency
ICT	Information and Communication Technology
iPAS	Integrated Pension Administration System
NT	National Treasury
OCR	Optical Character Recognition
OSM	Original Software Manufacturer <i>(also refers to an original application manufacturer or original service provider as the case may be)</i>
PAIA	Promotion of Access to Information
PERSAL	Transversal payroll system from National Treasury for government employees
POPIA	Protection of Personal Information Act
POC	Proof of Concept
RFP	Request for Proposal
RSA	Republic of South Africa
SaaS	Software as a Service
SARS	South African Revenue Service
SME	Subject Matter Expert
TBVC	Transkei, Bophuthatswana, Venda, Ciskei
TOGAF	The Open Group Architecture Framework
TPM	Third Party Maintenance <i>(refers to any service, application, technology that is supported by a party other than an OSM)</i>

Definitions

DEFINITION	DESCRIPTION
Bolt-on	Software that is an integral part of the core Pension Administration System, for example, a website. The term “bolt-on” is similar to the term “plug-and-play” that is used to describe pieces of software that are easily integrated into larger systems. Some might also call these “add-ons.”
Business Capability	A specific ability that the GPAA has which is required to achieve its purpose or a specific outcome.
Business Capability Map	A logically grouped set of capabilities that are independent of organizational structures, business processes, IT assets, and product offerings.
Business Function	An action performed by a device, department, or person that produces a result that contributes to the value to be created in the process.
Business object	An object that is active in the GPAA, which has a name, definition, attributes, behaviour. Examples are a person (e.g., member, pensioner), place (e.g., Head Office, region) or concept (e.g. benefit). “Things” that are talked about when conducting the business of the GPAA.
Business Process	A collection of related, structured activities or tasks (business functions) by people or equipment in which a specific sequence produces a service for a particular client.
Business Service	Implements business capabilities through an explicitly defined interface. To execute one business function, one or more business services are required, which map to one or more business capabilities. Automated by a system service.
Business unit	A logical element or segment of a company (such as accounting, production, marketing) representing a specific business function, and a definite place on the organizational chart, under the domain of a manager. Also called department, division, or a functional area.
Client	Government Employees Pension Fund (GEPE)
Consortium	Several entities joining forces under an umbrella to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing a tender.
Deferred annuity (pension)	Deferred annuity means an annuity which is not payable immediately upon the date of exit but becomes payable at a future date, which may be the pension retirement date or an earlier date as specified in the rules Deferred pensioner means a member who has left the service of an employer for any reason other than ill health, retirement, death or an exit as per rule 14.8, and has made an irrevocable election in writing in terms of rule 16.5.1, on exit, to receive the entire vested component and savings component balances due as a lumpsum benefit and to preserve the retirement component in the Fund for payment at a future date subject to the member reaching retirement age, where retirement age is between the ages of fifty-five and sixty years.
De Minimis amount	The amount determined by legislation, below which a member's pension benefits from both the vested and retirement components may be commuted into a lump-sum payment as opposed to the payment of an annuity;
Management	In relation to an enterprise or business, means an activity inclusive of control, and performed daily, by any person who is a principal executive

DEFINITION	DESCRIPTION
	officer of the company, by whatever name that person may be designated, and whether that person is a director or not.
Managed Services	Managed IT services refer to outsourcing the responsibility for providing and maintaining a range of services, processes and functions such as hardware, platforms, networks, applications etc, thus improving IT operations and reducing budgetary expenditures through the reduction of direct costs.
Paid-up member	Means a member who has left the service of an employer for any reason other than ill health, retirement, death or an exit as per rule 14.8, and (a) has not chosen to transfer his or her benefits, to an approved retirement fund, but to take the cash withdrawal; and (b) has, in the same year of his or her exit, already taken a savings withdrawal benefit and is thus not eligible for a second payment from the savings component in that tax year, if the remaining savings component balance is higher than R2 000. The remaining balance from the savings component is retained in the Fund; This benefit can be withdrawn by such a member in a following tax-year. No further contributions shall be paid to the Fund by or in respect of a paid-up member.
Pension Administration Solution	The Pension Administration Solution includes the pension administration system, customer relationship module as well as the financial solution to enable the GEPF to perform its administration services.
Respondent	Any person (natural or juristic) who forwards an acceptable RFP in response to this RFP with the intention of being the main contractor should the RFP be awarded to him.
S-Case	S-Cases are instances where contributions have stopped but the reason for the cessation of contributions is unconfirmed. The exit benefit cannot be calculated as exit reason and date are unknown. S-cases older than 24 months are classified as unpaid benefits – not unclaimed – since although they are due and payable, they remain subject to an investigation process. (This is mostly because the mode of exit may not be known or may change i.e., member may be deceased before or after exit date, so exit reason and calculation may be resignation, abscondment, death – calculation of benefit and date of exit is unconfirmed)
Security	Services that protect information assets, ensuring its confidentiality, availability, and integrity.
Software Evolution	Developing software and continuously updating it to meet changing requirements, fix issues, and adapt to new environments. These could include changing legislation, acts, regulations, patches, upgrades, enhanced functions and features.
Stakeholder	An internal or external individual or organization with a vested interest in achieving value through a particular outcome.
System Service	The automated elements of a business service. Delivers or supports part or all of one business service and mirrors a real-world business activity. Deployed onto one application component. A service is a software function that is well-defined, self-contained and does not depend on the context or state of other services.

DEFINITION	DESCRIPTION
	A service in Service-Oriented Architecture (SOA) terminology (i.e., a deployable unit of application functionality) is much closer to an application service, application component, or technology component, which may implement or support a business service.
Third Party Maintenance (TPM)	<p>TPM – refers to any service, application, technology that is supported by a party other than an OSM.</p> <p>GPAA requires any TPM to be performed by an OSM approved TPM partner, implying that the OSM can review and confirm the service provided is OSM standard and that the OSM is prepared to endorse the work or service in question.</p>
Two (2) - Pot	<p>In June 2024, the President signed into law the Revenue Laws Amendment Bill of 2023, which established a “two-pot” system that gives members of retirement funds access to retirement savings without having to resign or cash out entire pension funds. The amendment law introduces a “two-pot” retirement system to address the concerns related to lack of preservation before retirement and lack of access to retirement funds by households in financial distress.</p> <p>This retirement system comprises a savings and retirement component for contributions made after 1 September 2024, while historical retirement benefits are housed in a vested component. Individuals now have access to amounts in the savings component before retirement for times of financial distress, and the amounts in the retirement component are preserved until retirement.</p> <p>The primary objective of the two-pot retirement system is to provide flexibility for fund members to access their retirement savings during emergencies, without necessitating resignation. These changes ensure the retirement system remains responsive to diverse financial needs, supporting both long-term financial security and immediate assistance during emergencies.</p> <p>Traditional retirement systems primarily focused on long-term savings, often lacking the adaptability to address immediate financial crises.</p>
Unclaimed benefit	<p>A benefit that that has not been paid to the member or beneficiary within 24 months of the liability date, and that is not considered unpaid.</p> <p>Liability date implies that mode of exit and last day of service are known and exit notification or documentation has been received with the following provisos:</p> <ul style="list-style-type: none"> • Death cases: liability date equals to date when distribution of death benefit is decided by the Trustees. • Legal proceedings: Liability date is the date of a court judgement or date on which a written admission of liability is received. • All other cases: Liability date is the date when all the necessary information and documentation to process the claim, was received.
Unpaid benefit	<p>Cases where contributions have stopped without a liability date, e.g.:</p> <ul style="list-style-type: none"> • S-cases older than 24 months (except for the group that was part of the once off payment in 2015) • Cases waiting for criminal proceedings. • Cases a pending transfer. • suspended pension.

DEFINITION	DESCRIPTION
	<ul style="list-style-type: none"> • cases with outstanding tax clearance < 24 months • cases with bank rejections < 24 months • Dispute cases < 24 months
Value proposition	<p>A service or feature intended to make a company, service, or product attractive to clients or related stakeholders.</p> <p>The value stream articulates how the value proposition is achieved.</p>
Value stream	<p>A visual depiction of how an organization creates value for a given stakeholder or stakeholders within the context of a given set of business activities.</p> <p>Articulate value proposition delivery to a stakeholder.</p>

1. Terms of Reference

1.1. Overview

The Government Employees Pension Fund (GEPF) manages approximately 1,277, 902 active members and 548 765 pensioners and beneficiaries. As at 31 March 2024, GEPF's assets were over R2.34 trillion. This document outlines the scope of work and terms of reference for an Integrated Pension Administration System (iPAS) that includes Fund Accounting (Fund-Acc) and Client Relationship Management (CRM) capabilities.

1.2. Purpose

The GEPF seeks a qualified service provider for the provision and implementation of an Integrated Pension Administration System (iPAS) that includes Fund Accounting (Fund-Acc) and Client Relationship Management (CRM) capabilities for a contract duration of five (5) years with the option to renew for a further 2+2+1 years. The iPAS must be private cloud hosted with Managed ICT services that will ensure proactive monitoring and management of GEPF's server, network, system infrastructure, cybersecurity and end-user systems specific to the iPAS solution and the integrated environment within which iPAS is operating. Managed ICT services will be based on an agreed Service Level Agreement (SLA).

1.3. Objectives of the iPAS

The main aim of the iPAS is to enable the efficient execution of business capabilities, optimise business processes and streamline value streams to enhance member and key stakeholder experiences of the pension and other benefits administration. This system will replace the existing legacy CIVPEN mainframe system which was developed more than 30 years ago with currently outdated support, high maintenance costs and lack of Natural / ADABAS developers. CIVPEN is also rigid and inflexible to customise and adapt to the current changing landscape of pensions administration and fund management which causes GEPF to consider migrating to more modern technologies.

This solution must be capable of administering all the current Defined Benefits (DB) pension funds and services, as well as future Defined Contributions (DC).

The bidder is expected to be fully conversant and compliant to government and private sector legislation, frameworks, prescripts and requirements, and to advise GEPF on best practices and innovations in the Pensions Fund Industry, in line with these prescripts as they pertain to all the funds and benefits administered by the Government Pension Administration Agency (GPAA) for and on behalf of the GEPF and National Treasury (NT).

The GPAA currently administers the following Funds and Benefits:

- Government Employees Pension Fund (Government Employees Pension Law, 1996 and Rules, as amended). *(Note: Funds amalgamated into the GEPF include pension funds of the Transkei Bophuthatswana Venda Ciskei (TBVC) states, Associated Institutions Pension Fund (AIPF) and Temporary Employees Pension Fund (TEPF), subject to specific criteria for each fund)*
- Military Veterans Pensions (Military Veteran Act, 2011)
- Military Pensions, Act 84 of 1976, as amended.
- Compensation for Occupation Injuries and Diseases, Act 130 of 1993, as amended (as applicable to Government Employees).
- Members of Parliament and Retired Presidents, Judges and Magistrates Pension Scheme Act 112 of 1984, as amended.

- Post-Retirement Medical Scheme subsidy payments as provided for in the Public Service Regulations.
- Special Pensions, Act 69 of 1996, as amended.

In addition to the above listed Funds, there are a few special projects and initiatives that resorts under the GEPF Fund, for example Non-Statutory Forces, Past Discriminatory Practices, etc.

1.4 Scope of Work

The appointed service provider is required to provide and implement an IPAS that is:

- 1.4.1 Configurable, scalable, interoperable, robust and allow for all the GEPF business capabilities and solution requirements as noted in this RFP and supporting documents, to be fully implemented and applied to the administration of the DB Funds, as well as future DC fund administration.
- 1.4.2 The CRM bolt-on to the iPAS must provide a 360-degree view of the customer and interactions through an omni-channel and a tiered query resolution.
- 1.4.3 The Fund-Acc bolt-on to the iPAS should record detailed fund administration financial transactions from the iPAS to the general ledger and required sub-ledgers per fund. This should have the capability to ensure that each fund can be managed independently of the others. The Fund-Acc aspect is aimed at managing the financial assets, compliance, reporting, and related financial transactions of the pension funds. Other high-level Fund-Acc bolt-on requirements include:
 - 1.4.3.1 Complete and accurate trial balance and generation of financial statements for each Fund under administration.
 - 1.4.3.2 Funds should be clearly segregated on the Fund-Acc system with the ability to:
 - 1.4.3.2.1 do interfund journals between automatically and manually.
 - 1.4.3.2.2 Each fund must have its own chart of accounts, general ledger accounts, trial balance and financial statements.
 - 1.4.3.2.3 Each fund must have a separate investment accounting trial balance (the financial management system should be able to replicate the investment accounting chart of accounts and trial balances.
 - 1.4.3.2.4 The chart of accounts cannot be generic but must be tailor-made to reflect the current chart of accounts for investment accounting.
 - 1.4.3.2.5 In addition to the main trial balance, the financial management system should also be able to allow users to map accounts to an investment accounting trial balance.
 - 1.4.3.2.6 The investment accounting trial balance for each respective fund be available on screen, as well as in Excel, PDF and TXT/CSV format.
 - 1.4.3.3 Record of contribution collection and capability to transfer and record contributions (incoming funds) to the applicable GEPF customers.

- 1.4.3.4 Request and receive funds from GEPF customers for paying out benefit claims, as well as calculate, pay and record benefit amounts paid out.
- 1.4.3.5 Enable various financial analyses of the administered funds.
- 1.4.3.6 Reflect, reconcile, and report the financial transactions, enabling the GEPF to be compliant in fulfilling its obligations towards the South African Revenue Services.
- 1.4.4 In addition to the administration of DB and DC schemes, the system must be capable of administering related capabilities such as medical claims and medical subsidies in terms of the Military Pensions Act, Compensation for Occupation Injuries and Diseases Act and Post-Retirement Medical Scheme subsidy payments as provided for in the Public Service Regulations, in a fully integrated manner.
- 1.4.5 The solution needs be flexible to allow the member for frequent withdrawals and multiple payments for retirement structures, provided by the rules of the fund. For example, the two-pot withdrawals where members exercise options pertaining to paid-up and deferred benefits and interaction regarding related preserved benefits (deferred and paid-up benefits).
- 1.4.6 The iPAS should also be Conduct of Financial Institutions (COFI) Bill compliant, that is when the COFI Bill becomes applicable to the GEPF. The service provider is expected to advise and guide GEPF with regards to compliance and optimisation in that regard. The COFI Bill is a proposed piece of legislation aimed at consolidating and streamlining the regulation of financial institutions' market conduct. It seeks to replace existing conduct-related provisions in various financial sector laws, such as the Financial Advisory and Intermediary Services (FAIS) Act, with a single, harmonised framework. The COFI Bill is a key part of the financial sector reform, which aims to enhance both prudential and market conduct regulation.
- 1.4.7 The iPAS should integrate to existing GEPF data (which will remain under GEPF control and satisfy all South African data residency and sovereignty requirements), which comprises more than two (2) billion records, located across various databases such as ADABAS, ORACLE, SQL, etc. Data sovereignty will give the South African Government the legal right to regulate data that is physically located, processed, and stored within the borders of the republic. GEPF is currently migrating this data to a Central Data Repository (CDR) consisting of a Repository and Canonical Data Model, however, this migration and implementation may not be concluded before implementation of the iPAS. This may necessitate a data migration activity to be incorporated as part of the implementation of the iPAS.
 - 1.4.7.1 The iPAS must thus be capable of utilising data in a variety of database schemas.
 - 1.4.7.2 Data, access and system security are non-negotiable and will be subject to industry best practice such as Electronic Communications and Transactions (ECT) Act, any of the ISO 27000 series set of standards that focus on information security management systems and NIST Cybersecurity Framework, Cybercrimes Act, and the solution needs to further comply to privacy laws such as Protection of Personal Information (POPI) Act and Promotion of Access to Information (PAIA) Act. Further confidential requirements will be discussed with the successful bidder.

- 1.4.8 The solution must be an “off-the-shelf” Original Software Manufacturer (OSM) solution with some adaptation of a maximum of 20% to accommodate the GEPF unique preferences, workflows, business rules and satisfy all the requirements that will be set forth in this RFP and the requirements specifications will be shared and confirmed by the Service Provider, in cooperation with the GEPF Subject Matter Experts (SMEs).
- 1.4.9 Full, seamless integration between modules, systems and services is non-negotiable. This includes Identity Access Management (IAM), Enterprise Content Management (ECM), Self-Service and Employer Portals, Digital Comms, Reporting, 3rd party services and any other integration current and future.
- 1.4.10 The solution will be a Software-as-a-Service (SaaS) with agreed managed ICT services, cloud based or cloud capable solution that is scalable to handle increased or changing administrative, load and user access.
- 1.4.11 The solution will be an OSM and will be OSM supported unless the Third-Party Maintenance (TPM) Provider is an OSM approved TPM Provider. GEPF requires any TPM to be an OSM approved TPM partner, implying that the OSM can review and confirm the service provided is OSM standard and that the OSM is prepared to endorse the work or service in question.
- 1.4.12 Configuration and maintenance of business rules engine will be done by the service provider, based on the information provided by GEPF SMEs.

GEPF will require a Proof of Concept (POC) as part of due diligence to confirm that the proposed solution delivers as proposed. The Service Provider will be required to conduct POC, to demonstrate the capabilities of their proposed solution in relation to the requirements specification of GEPF. This POC will be conducted at the expense of the service provider.

1.5. Deliverables

1.5.1 Configured Off-the-Shelf iPAS with embedded CRM and Fund-Acc capabilities

- A suite of tools for pension administration and fund management, customer service, and fund accounting.
- Security – penetration tested not less than 12 months.

1.5.2 Private cloud hosted

- Cloud based or cloud capable solution that is scalable to handle increased or changing administrative, load and multiple user access.
- Data residency and sovereignty in South Africa

1.5.3 Adapted Workflows that are unique to GEPF or an improved based on best practice

- Unique GEPF workflow requirements plus additional enhancements for improved service delivery.
- Escalation Procedure
- Triggers and Alerts
- Case Management

1.5.4 Business Rules Engine

- Collection, management and automated execution of business rules from various sources such as legislation, regulation, organisational policies and practices.

- Separated from core application code to enhance operational efficiency and adaptability of the rules.

1.5.5 Risk Engine

- Proactive fraud detection, prevention and reporting through complex risk analytics and aggregated results for investigation of risk information.
- Analyse user activities.

1.5.6 Managed ICT Service

- Proactive monitoring and management of GEPF's server, network, system infrastructure, cybersecurity and end-user systems against an agreed service level agreement.

1.5.7 Complete Data Migration into the CDR

- Cleaned, transformed and normalised data model
- Single and central repository of the true and trusted version of data.

1.5.8 Internal and External Systems Integration

- Various or Consolidated Integration Architecture Patterns and Types (e.g. Standard Message Schemas to be used by Integration Hub / Application Programming Interface Gateway / Electronic Services Bus / Web services/ Microservices / Batch Files Transfer) to enable the flow of data between disparate systems and applications across GEPF.

1.5.9 Project Charter and Plan

- Project Plan to ensure successful implementation taking into consideration dependencies, risks and assumptions.
- Solution implementation methodology following the Systems Development/Deployment Lifecycle (SDLC).

1.5.10 Organisational Change Management Programme

- Robust organisation-wide change management programme that will ensure business readiness.
- Organisation-wide Change Management Strategy & Implementation Plan.
- Stakeholder Engagement and Management
- Change Management and Communications Interventions

1.6 Required Functions & Features

The service provider should deliver the iPAS with the requisite functions and features. The service provider must reasonably demonstrate that its packaged solution can provide the following requirements:

- Member Departments / Employers – establish electronic sources of data:
 - Ability to submit and reconcile their data online.
 - Data input, onscreen field/record validation (against a set of business rules), variation handling and cleansing before submitting to GEPF.
 - Manual Submissions to be treated as an exception but digitised at the nearest point of interaction be it regional offices, mobile buses or kiosks via supporting documents scanning, indexing, linking, processing, tracking and storage with optical character recognition (OCR).
- Employ various Integration Architecture Patterns and Types (via Standard Message Schemas to be used by Integration Hub / Application Programming Interface Gateway / Electronic Services Bus / Web services/ Microservices / Batch Files Transfer) to enable the flow of data between disparate systems and applications across GEPF:

- Member Department's Portals.
 - Payroll Integration - PERSAL, PERSOL, other payroll systems and/or Integrated Financial Management System (IFMS) which is an upgrade of Transversal systems such as BAS, LOGIS, PERSAL for Financial, Human Resource, Payroll, Supply Chain Management, Business Intelligence and Reporting.
 - South African Revenue Services for Tax Directives.
 - Department of Home Affairs for ID verifications, Death Certificates, etc.
 - Banks through bank serv for payments.
 - SITA payment gateway for above R 1 mil transactions.
 - Health Services Providers - medical claims and medical subsidies in terms of the Military Pensions Act, Compensation for Occupation Injuries and Diseases Act and Post-Retirement Medical Scheme subsidy payments as provided for in the Public Service Regulations.
- Business Rules engine - Collection, management and automated execution of business rules from various sources such as legislation, regulation, organisational policies and practices.
 - Business Workflow Process automation and optimisation.
 - Data Management Capabilities - map files, extract, clean, upload-to-staging, Central Data Repositories - Data Lake / Data Mart/ Datawarehouse. Elimination of duplicate data entry and redundant data.
 - Barcode scanners and Bulk Data Capture.
 - Document / Enterprise Content Management.
 - Proactive communication for enrolments, queries or service results.
 - Handshakes: event-stimulus-response to ensure fulfillment of a single transaction from request to close or completion of service rendering.
 - Member Ledger Accounts.
 - Credit and Debit postings.
 - Investment Accounting
 - Omni-channel – integrated digital channels management for interaction with the member / client via websites, mobile devices, social media platforms, regional centers, mobile vehicles, etc.

1.7 Duration of Appointment

The appointment of the service provider will be for a period of five (5) years with the option to renew for successive periods of 2+2+1 years contingent upon satisfactory performance.

1.8 Pricing

The proposal should include a detailed pricing schedule covering:

1. **Subscription or licensing costs:** upfront costs of the packaged iPAS software incl. CRM and Fund-Acc.
2. **Configuration, Adaptation Workflows** - full implementation costs to commission the packaged software.
3. **Configuration, Adaptation Business Rules Engines-** full implementation costs to commission the packaged software.
4. **Configuration, Adaptation Risk Engine** - full implementation costs to commission the packaged software.
5. **Configuration, Adaptation Data Migration Costs:** full implementation costs to commission the packaged software.
6. **Cloud Hosting Costs:** private cloud hosting that recognises the requirements for local data residency and servicing costs.
7. **Support and maintenance Costs:** ongoing operations, support and updates costs.
8. **Managed Services Costs:** outsourced ICT services as per the agreement and standard managed service level.

2. Evaluation Criteria

2.1 A five (5) phase evaluation method will be used to evaluate the responses. The phases are listed below:

- **Phase 1:** Mandatory requirements - failure to comply with any of the above mandatory requirements will render your bid unacceptable for further evaluation.
- **Phase 2:** Functionality Evaluation – which will be used to select bidders that have the right profile, capability, service governance, experience, contactable references, and service levels to deliver the services successfully.
- **Phase 3:** Presentation/Demonstration Evaluation – which will be used to further select bidders based on demonstrations presented
- **Phase 4:** Administrative Compliance—Failure to comply with any of the above administrative requirements may render your bid unacceptable for further evaluation. Bidders who do not submit the requested documents will be given a maximum of 2 business days to submit them. Failure to do so will render their bid response unacceptable and lead to disqualification.
- **Phase 5:** Pricing Evaluation –will be based on the 70/30 principle.

2.2 The functionality of the service provider will be demonstrated by the soundness of the proposal received and presentation by the demonstration of the solution. Each component of the pricing will be scored and weighted according to the prescribed formula.

2.3 Service providers that will be shortlisted for the Pricing and B-BBEE Evaluation phase will have achieved a minimum score of 70% on functionality. Refer to below table for detailed Evaluation Criteria's and weighting allocated:

Proposals will be evaluated based on the following criteria:

1. Demonstrated experience in providing and implementing large-scale pension administration and fund management packaged solutions.
 - Industry expertise and a track record of successful iPAS provision and implementation.
 - Alignment of the proposed iPAS with GEPF's requirements and objectives.
 - Innovation, simplicity, and user friendliness.
2. Cost-Effectiveness
 - Competitive pricing structure
 - No hidden costs or fees to GEPF.
3. Robust Technology and Platform
 - Use of advanced, reliable, and scalable technology platforms.
 - Ease of use for members across various channels.
4. At a high level the solution should have the ability to:
 - Record member information, which includes amending such information.
 - Record contributions information on a member basis, including other sub processes within this area.
 - Electronic receipt of claims from employer departments.
 - Payment of exit claims (retirements, resignations, death benefits, transfers, ill health retirement, etc.) as per the rules of the Funds under administration.
 - Recording of financial transactions, which would be integrated or transferred to the financial management systems SAGE X3 ERP at the GEPF and SAGE X3 at the GPAA.
 - The solution should include loans, liens, service reduction and adjustment, and interest functionality.
 - Provide for workflow, escalation processes, triggers and alerts for smooth service delivery.
 - Provide for access management or integration to an existing access management system, in the solution.
 - Should include user profile management or integration to existing user profile management system, delegation of authority and compliance with the applicable frameworks for identity- and access management and security. Provide for simple and

configurable user profile creation, analysis, rules for conflicts and deployment, addition or removal of profiles. This should be designed in such a way that it can be managed seamlessly by the business.

- Provide a mechanism for flexible configuration of funds, related business rules, and ease of effecting necessary changes to the business rules.
- Provide exception reporting based on defined rules in the system.
- Provide for a risk engine for pro-active fraud detection, prevention and reporting.
- Fraud management capabilities, including detection and prevention controls based on rules defined in the system.
- Enable PAYE payments and other SARS transactions, which are deducted from the benefits payable to pensioners and beneficiaries.
- Enable the request of tax directives from SARS when paying out once-off gratuity payments and apply the received directives to the payable benefit pay-outs in an automated manner.
- Integrate tax deductions with the financial management system.
- Report Income Tax on interest earned to SARS in the required frequency.
- Report IT3(a) and IRP5 tax information to SARS in the required frequency.
- Reconcile tax monthly. Report tax reconciliation to SARS as required by SARS.
- Payment module for benefits payments, based on fund, scheme and benefit rules.
- The ability to create forms and letter templates, draft and edit content, inject content into standard templates on specific point within the workflow or communication system.
- Need to provide for compliance and campaign activities (i.e., clean-ups, verification of information, following up on non-compliant employers, etc.) and related case generation.
- Need to build and use a generic 2nd and 3rd party data interface that will enrich workflows and processing activities.
- System availability should be maximised to allow for 365/24/7 availability where possible.
- Data Protection: Implement robust data security measures to safeguard member information.
- Privacy Compliance: Ensure compliance with data privacy regulations, such as GDPR or HIPAA.
- Data Analysis: Utilize data analytics to gain insights into fund performance and member trends.
- Business Intelligence: Make data-driven decisions to optimize fund management and member services.
- Internal Controls: Implement governance and internal control mechanisms.
- Audit Trail: Maintain an audit trail for transactions and system activities.
- Integration with Government Systems: Integrate with government payroll and HR systems.
- Interoperability: Ensure compatibility with other financial systems and institutions.
- Integration with DHA, Bank Serve, SITA Payment Gateway, etc

Mandatory Requirements: Phase 1
<ul style="list-style-type: none"> • Technical proposal submission • Attendance of the compulsory virtual briefing session via MS Teams. • Pricing proposal submission (In a separate envelope or file from the technical proposal) • Penetration test reports not older than 12 months including remedial actions implemented. • 3 previous years' financial statements and financial projections for the next 3 years to verify the going concern status of the service provider. <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE MANDATORY REQUIREMENTS WILL RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION</p>

Functionality: Phase 2**Packaged iPAS with CRM & Fund-Acc capabilities that:**

- Use of advanced, reliable, and scalable technology platforms for +/- 2.2 million members/beneficiaries/pensioners) for Pension Administration for DB, DC funds other related benefits.
- Fund accounting capabilities to record detailed fund administration financial transactions to the general ledger and required sub-ledgers per fund. This should have the capability to ensure that each fund can be managed independently of the others. The Fund-Acc aspect is aimed at managing the financial assets, compliance, reporting, and related financial transactions of the pension funds.
 - Member Contributions Collection management.
 - Member Reconciliations - reflect, reconcile, and report the financial transactions.
 - Payment's initiation and submission for processing by Sage X3 (GPAA) or SAGE ERP (GEPF).
 - Member / Fund Ledger Postings.
 - Fund Financials Statements.
- CRM (for ease of use for members across various channels (App, Website, USSD/SMS, WhatsApp, etc))
 - The solution must provide a capability to manage, maintain and profile the member/pensioner/beneficiary information thus providing a 360-degree view of the member/pensioner.
 - The solution must link the member/pensioner/beneficiary with products and services.
 - The solution must allow for seamless and consistent interactions experience through an omni-channel (various)
 - Tiered customer query resolution to quickly direct queries to the appropriate support level based on their complexity.
- Provide any of the following valid certifications held by the bidder or their partner(s) or service provider(s):
 - ISO 9001 - Quality management system,
 - ISO 20000 - IT services management system standards,
 - Any of the ISO 27000 series set of standards that focus on information security management systems,
 - Control Objectives for Information and Communications Technology,
 - Information Technology Infrastructure Library
 - The Open Group Architecture Framework - TOGAF

45

Automated Workflows with escalation, triggers and alerts <ul style="list-style-type: none"> • Unique GEPF workflow requirements plus additional enhancements for improved service delivery • Escalation Procedure • Triggers and Alerts • Case Management 	5
Business Rules Engine <ul style="list-style-type: none"> • Collection, management and automated execution of business rules from various sources such as legislation, regulation, organisational policies and practices. • Separated from core application code to enhance operational efficiency and adaptability of the rules. • Easy to use and visual designers to allow business users the ability to design automated decisions without needing to write code. • Allow for inference and event condition rules definition to automate responsive actions or decision making. 	5
Risk Engine <ul style="list-style-type: none"> • Proactive fraud detection, prevention and reporting through complex risk analytics and aggregated results for investigation of risk information. • Analyse user activities • Big Data Management and Analytics leveraging Artificial Intelligence, Machine Learning • Both historical and event-driven Data analytics capabilities 	5
Cloud Hosted <ul style="list-style-type: none"> • The solution must be private cloud hosted. • Data residency and sovereignty must be in South Africa. • Effective Disaster Recovery aligned to Business Continuity policies and procedures. • POPIA and PAIA compliance. • The service provider must note that the current GEPF ICT infrastructure is hybrid with some services on prem while others are in the cloud. The envisaged packaged solution must be hosted in a private cloud and be able to integrate with on-prem and other clouds infrastructure. 	5
Managed Services <ul style="list-style-type: none"> • GEPF outsourcing the responsibility to the service provider without abdicating accountability for providing and maintaining a range of iPAS related services, processes and functions such as hardware, platforms, networks, applications etc, thus improving ICT operations. • Proactive & responsive monitoring, resolution and management of iPAS specific aspects of the GEPF's server, network, system infrastructure, cybersecurity and end-user systems against an agreed service level agreement. 	5

<ul style="list-style-type: none"> • Change Control and Configuration Management for patches, updates, etc. • Incident Management & Response. 	
Data Migration, Protection and Security <ul style="list-style-type: none"> • Cleaned, transformed and normalised data model. • Single and central repository of the true and trusted version of data. • Security of data in the hosted environment and in transmission. • Ensure Privacy and Protection of the data/information. • Consideration for parallel run of the old and the new system before cutover and how the data will be migrated and synchronized between the two systems. 	5
Internal and External Systems Integration <ul style="list-style-type: none"> • Various or Consolidated Integration Architecture Patterns and Types (e.g. Standard Message Schemas to be used by Integration Hub / Application Programming Interface Gateway / Electronic Services Bus / Web services/ Microservices / Batch Files Transfer) to enable the flow of data between disparate systems and applications across GEPF. • Consolidated / Centralised Integration Layer for effective management of all integrations with Event-Stimulus-Response type of handshakes acknowledging request for service, tracking and tracing of such throughout the value chain of a single transaction until completion. • Internal Integration with existing and new apps. • External Integration with external parties, clouds or hosting environments, etc 	5
Timeframe for completion of the project The bidder must provide a project plan integrated with SDLC and be able to successfully implement the iPAS: <ul style="list-style-type: none"> • Project Charter to ensure successful implementation taking into consideration governance structures, scope of work, implementation teams, dependencies, risks and assumptions. • Sound Implementation Plan/Schedule for execution and inter-dependencies management. Consideration for parallel run of the old and the new system before cutover and how the data will be migrated and synchronized between the two systems. 	5

<ul style="list-style-type: none"> • Solution implementation methodology following the Systems Development/Deployment Lifecycle (SDLC) with strict version and environment control that places emphasis on user acceptance testing sign-off requirements before the iPAS is transitioned into production. 	
<p>Business Readiness and Organisational Change Management</p> <p>The bidder must provide a comprehensive business readiness & impact assessment capability with change management capability at an organisation wide level</p> <p>The bidder must provide:</p> <ul style="list-style-type: none"> • A Robust organisation-wide change management programme that will ensure business readiness. • Ensure Business Readiness and Organisational Change Management (OCM) - must provide a comprehensive business readiness & impact assessment capability with change management capability at an organisation wide-level • Organisation-wide Change Management Strategy & Implementation Plan. • Stakeholder Engagement and Management • Change Management and Communications Interventions 	5
<p>Presentation of the core team to work on the GEPF iPAS:</p> <ul style="list-style-type: none"> • Relevant qualifications of the team within the Pension Fund Administration Industry. • More than 10 years average relevant experience of the team. • More than 10 years' experience of the company in iPAS. • iPAS Subject Matter Experts within the team. 	5
<p>Success Stories supported by Reference Letters</p> <p>The bidder must provide minimum of four (4) relevant (to the bid scope) client signed letters for success stories in assisting similar organisations to meet their iPAS goals with the following relevant information including:</p> <ul style="list-style-type: none"> • The name of the company • The duration or period (in months) when the iPAS was undertaken • The size of the team deployed to the iPAS. • The size or value (amount in Rands) of iPAS. • Contact person at their client and contact numbers 	5
Total	100
FUNCTIONALITY MINIMUM QUALIFYING – 70%	
Demonstration/Presentation/Proof of Concept: Phase 3	

Bidder who meets the minimum qualification functionality of 70% of phase 2 functionality will be required to do a Proof of Concept (POC) to demonstrate their solution to the GEPF evaluation committee for this bid, and answer questions relating to their presentation.	100
PowerPoint or other Presentation formats that are clear and concise with relevant functionality, features and comprehensive coverage of iPAS incl. CRM and Fund-Acc packaged software future roadmap is required to evaluate the sustainability and going concern status of the proposed solution.	40
Technical Demo / POC of Packaged iPAS incl. Fund-Acc and CRM <ul style="list-style-type: none"> • GEPF will require a Proof of Concept (POC) as part of due diligence to confirm that the proposed solution delivers as proposed. The Service Provider will be required to conduct POC, to demonstrate the capabilities of their proposed solution in relation to the requirements specification of the GEPF. This POC will be conducted at the expense of the service provider. The Service Provider will be requested to demo in a live environment at their premises or that of the client with the necessary Confidentiality or Non-Disclosure Agreements signed. • PAS incl. CRM and Fund-Acc packaged software future roadmap is required to evaluate the sustainability and going concern status of the proposed solution. 	60
Total	100
PHASE 3 MINIMUM QUALIFYING THRESHOLD – 70%	
Administrative Compliance: Phase 4	
<ul style="list-style-type: none"> • Include a valid SARS certificate/pin number/original tax clearance certificate. • All compulsory standard bidding documents have been properly completed. (SBD documents as attached). • A joint venture agreement in the event of a joint venture proposal. <p>FAILURE TO COMPLY WITH ANY OF THE ABOVE ADMINISTRATIVE REQUIREMENTS MAY RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION.</p> <p>BIDDERS WHO DO NOT SUBMIT THE REQUESTED DOCUMENTS WILL BE GIVEN A MAXIMUM OF 2 BUSINESS DAYS TO SUBMIT. FAILURE TO ADHERE TO THE 2 BUSINESS DAYS TO SUBMIT WILL RENDER THEIR BID RESPONSE AS UNACCEPTABLE AND LEAD TO DISQUALIFICATION.</p>	
Preferential Points: Phase 5	100
Price	70
B-BBEE	30

3. Guide to responses

Fully Completed Tender Documents with following responses:

1. Company Profile

- Overview of the company, including relevant experience and expertise.
- Core project team (CVs and qualifications)
- iPAS incl. CRM and Fund-Acc packaged software future roadmap

2. Detailed Proposal

- Description of the proposed Integrated Pension Administration System (iPAS) that includes Fund Accounting (Fund-Acc) and Client Relationship Management (CRM) capabilities.
- Detailed pricing schedule.

3. References

- Success stories or references from similar projects.
 - The name of the company
 - the duration or period (in months) when this iPAS was undertaken
 - the size of the team deployed to the iPAS.
 - contact person at their client and contact numbers
- This must be in the form of minimum of four (4) reference letters

4. Timeline (Project Plan)

- Proposed timeline for the implementation of the iPAS. This must consider the parallel run of the old and the new system before cutover and how the data will be migrated and synchronized between the two systems.
- Hand-over process at the conclusion of appointment period.

5. Organisation-Wide Change Management Programme

- Comprehensive Change Management Programme.
- Ensure Business Readiness and Organisational Change Management (OCM) - must provide a comprehensive business readiness & impact assessment capability with change management capability at an organisation wide-level.
- Organisation-wide Change Management Strategy & Implementation Plan.
- Stakeholder Engagement and Management
- Change Management and Communications Interventions

6. Technological Requirements

- Technology used that is cloud based enabled by managed services.
- Applications (USSD, SMS, website and App).
- Data Security.
- Integration Architecture Patterns and Types with existing and future internal and external systems.

7. Valid certifications held by the bidder or their partner(s) or service provider(s):

- Provide any of the following valid certifications held by the bidder or their partner(s) or service provider(s):
 - ISO 9001 - Quality management system.
 - ISO 20000 - IT services management system standards.
 - Any of the ISO 27000 series set of standards that focus on information security management systems.
 - Control Objectives for Information and Communications Technology.
 - Information Technology Infrastructure Library.
 - The Open Group Architecture Framework - TOGAF
- Penetration test reports not older than 12 months (including remediation actions implemented)

4. Disclaimer

The GEPF reserves the right not to appoint any service provider and is also not obligated to provide reasons for the rejection of any proposal whilst the process is still underway of finalizing.

The GEPF reserves the right not to appoint the highest scoring Bidder based on objective criteria, that may include the results of the due diligence and risk assessment process where one is planned to be undertaken by GEPF.

The shortlisted bidders will be subjected to a due diligence and risk assessment exercise. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation to the award.

Risk assessment will be conducted by an outsourced service provider with a mandate from the GEPF, which will focus on, but not limited to company history, financial information, directors of the company, business interest, any judgement against the company or directors, etc.

The due diligence will be based on the verification of information contained in the bidder's proposal and the bidders accept that the information provided in its bid is accurate.

The contract period is for 12 (twelve) months, with the option to extend for another 12 (twelve) months to allow for ongoing maintenance and support, however the GEPF reserves the right to review the contract after every year, if the appointed service provider does not perform according to the agreed service level agreement (SLA).

5. General and technical enquiries:

Enquiries:

Nokwanda Shoba

Supply Chain Management Specialist

E-mail: Tenders@gepf.co.za

Annexure A

(GEPF)

SCM

6. Standard Bid Document

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT EMPLOYEES PENSION (GEPF)						
BID NUMBER	GEPF 03/2025		CLOSING DATE	29 SEPTEMBER 2025	CLOSING TIME	12:00
DESCRIPTION	Provision and Implementation of an Integrated Pension Administration System (iPAS) that includes Fund Accounting (Fund-Acc) and Client Relationship Management (CRM) capabilities					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
34 HAMILTON STREET						
ARCADIA						
PRETORIA						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO			
CONTACT PERSON	NOKWANDA SHOBA		CONTACT PERSON	NOKWANDA SHOBA		
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Tenders@gepf.co.za		E-MAIL ADDRESS	Tenders@gepf.co.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN	OR	CENTRAL SUPPLIER DATABASE No	MAAA		
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

**A BBBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs (CERTIFIED COPY))
MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR BBBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B**TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS.
- 1.2. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.3. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE GEPF SUPPLY CHAIN MANAGEMENT POLICY, THE GENERAL CONDITIONS OF THE CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS, WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

I hereby authorise the GEPF to process the personal information submitted for purposes which relate to the bid and tender processes. I confirm that the personal information submitted herein has been obtained with consent and I am authorised to submit it. I have familiarised myself with the privacy policy of the GEPF.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g., company resolution)

DATE:

PRICING SCHEDULE

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

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

NAME OF BIDDER:
 BID NO.: **GEPF 03/2025**

CLOSING TIME **12:00**

CLOSING DATE: **29 SEPTEMBER 2025**

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

	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
1	Configured Off-the-shelf iPAS with bolt-on Fund-Acc and CRM	R
2	Adapted Workflows	R
3	Adapted Business Rules Engine	R
4	Adapted Risk Engine	R
5	Managed ICT Service	R
6	Private Cloud Hosting	R
7	Clean & Normalised Data Migration Into the CDR	R
8	Maintenance, Support and Evolution within 5 years	R
	CONTRACT VALUE (INCL. VAT) 5 years	R
	Year 1 Maintenance, Support and Evolution post initial 5 years	R
	Year 2 Maintenance, Support and Evolution post initial 5 years	R
	Year 3 Maintenance, Support and Evolution post initial 5 years	R
	Year 4 Maintenance, Support and Evolution post initial 5 years	R
	Year 5 Maintenance, Support and Evolution post initial 5 years	R
	GRAND TOTAL CONTRACT VALUE (INCL. VAT) 10 years	R

Further details of the proposed fee structure can be attached over and above the information given in the above table.

All prices must be in RSA currency including VAT.

Required by:

GEPF

At:

34 Hamilton Street
 Arcadia
 Pretoria

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

- 2.7 Are you or any person connected with the bidder
presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

 2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
 the appropriate authority to undertake remunerative
 work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
 document?

(Note: Failure to submit proof of such authority, where
 applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**
 trustees / shareholders / members or their spouses conduct
 business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....

2.9 Do you, or any person connected with the bidder, have **YES / NO**
 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?

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 aware of any relationship (family, friend, other) between
 any other bidder and any person employed by the state
 who may be involved with the evaluation and or adjudication
 of this bid?

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....
.....

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

4. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 70/30 system for all requirements irrespective of Rand value (all applicable taxes included)
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	70
B-BBEE STATUS LEVEL OF CONTRIBUTOR	30
Total points for Price and B-BBEE must not exceed	100

- 1.4 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.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“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;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“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;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**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;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 70/30 PREFERENCE POINT SYSTEMS

A maximum of 70 points is allocated for price on the following basis:

70/30

$$P_s = 70 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (70/30 system)
1	30
2	26
3	22
4	18
5	14
6	10
7	6
8	3
Non-compliant contributor	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = (maximum of 30 points)

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One-person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.5 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of 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.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 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.
8. 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.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Annexure B

(GEPF)

SCM

4.7 Special Conditions of Contract

Special Condition of Contract

General Notes

The purpose of this Special Conditions of Contract (SCC) is to:

- (i) Draw special attention to certain special conditions applicable to Bids, Contracts, Agreements and Orders of the Government Employee Pension Fund (GEPF); and
- (ii) To ensure that all bidders are familiar with the special provisions, requirements and conditions that will be applicable in the undertaking of the audit, and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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

The General Conditions of Contract (GCC) also forms part of all bidding documents and must be read in conjunction with this Special Conditions of Contract.

Whenever there is a conflict between the GCC and the SCC, the provisions in the SCC shall prevail.

1.1. Bid Submission

- 1.1.1. Bidders will be permitted to submit bids by:
Hand at: **Government Pensions Administration Agency,
34 Hamilton Street, Arcadia, Pretoria**
- 1.1.2. Closing Date: **29 September 2025**
- 1.1.3. Closing time: **12:00 pm.**

1.2. Validity of Bids

- 1.2.1. Bidders are required to submit bids valid for 120 days.

1.3. Compulsory briefing session

- 1.3.1 A virtual compulsory briefing session will take place on **08 September 2025 at 10:00am**. Service providers who are interested in submitting a bid must register their intention to attend the session with Ms N Shoba, Tenders@gepf.co.za, by **05 September 2025 at 15:00**. Non-attendance of compulsory briefing session will render the bid non-responsive, refer to 1.7.2 below

1.4. Two-stage Bidding

- 1.4.1. For this bid a two-stage bidding procedure will be used, under which first phase will be the mandatory requirements, second phase will be the un-priced technical

proposals on the basis of a conceptual design or performance specifications are invited. The third phase will be a demonstration/presentation/proof of concept that will also inform the functionality score followed by the fourth phase which will be the administration compliance and lastly the price and B-BBEE with the qualifying bidders.

1.4.2. Bidders are requested to submit their proposal in separate envelopes, with the technical proposal separated from the price proposal (SBD3.1) should be in a separate envelope constituting the pricing proposal.

1.4.3. A minimum number of seven (7) (1 original and 6 copies) copies of the technical proposal are required and one electronic copy (memory stick). For pricing proposal, seven (7) proposals are required.

1.5. Late Bids

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

1.6. Clarification or Alterations of Bids

1.6.1. Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.

1.6.2. Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

1.7. Completeness of Documentation

1.7.1. It will be ascertained whether bids:

- a) Proof of attendance of compulsory briefing session.
- b) A technical proposal
- c) A pricing proposal
- d) Provide the following valid certifications held by the bidder or their partner(s) or service provider(s):
 - ISO 9001 - Quality management system,
 - ISO 20000 - IT services management system standards,
 - Any of the ISO 27000 series set of standards that focus on information security management systems,
 - Penetration test reports not older than 12 months.

1.7.2. If a bid is not acceptable, that is, it does not meet the requirements in 1.7.1 above, it will be considered unacceptable for further evaluation.

1.7.3. The bidder will not be permitted to correct or withdraw their proposals once they have been submitted unless upon the request by the GEPF.

1.8. Rejection of all Bids

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

1.9. Associations between Consultants

1.9.1. Consultants are encouraged to associate with each other to complement their empowerment credentials and their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular

assignment) or for a specific assignment. The association may take the form of a joint venture or a sub consultancy.

Annexure C

(GEPF)

4.8 General Conditions of Contract

General Conditions of Contract

GEPF PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

The purpose of this Annexure is to:

- i. Draw special attention to certain general conditions applicable to GEPF bids, contracts and orders; and
 - ii. To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with GEPF.
- In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.
 - The General Conditions of Contract will form part of all bid documents and may not be amended.
 - Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid if applicable and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

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 any thing of value to influence the action of a public employee in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its GEPF 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 are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 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"** means 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 provided that 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 employee written order issued for the supply of goods for 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 96 electronic or mechanical writing.
- 1.26.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the 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, invitations to bid are only published in the State Tender Bulletin. The State Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.employee.gov.za.

4. STANDARDS

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

- 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 to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The 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.

6. PATENT RIGHTS

- 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.

7. PERFORMANCE

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

7.3.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

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

8. 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 Department or an organization acting on behalf of the Department.

8.3. If there is no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing Energy Board concerned.

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 cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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.

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.

10. DELIVERY OF DOCUMENTS

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.

- 10.1. Documents to be submitted by the supplier are specified in SCC.

11. 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.

12. TRANSPORTATION

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

13. 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:
- a. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d. 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
 - e. Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 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.

14. 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:
- a. 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
 - b. in the event of termination of production of the spare parts:
 - i. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- ii. Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 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. 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.
- 15.6. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. 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 the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than (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.

17. 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.

18. CONTRACT AMENDMENTS

- 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.

19. 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.

20. SUBCONTRACTS

- 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.

21. DELAYS IN THE SUPPLIERS 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 local authorities.
- 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 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.

22. 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.

23. 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:
- a. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - b. if the Supplier fails to perform any other obligation(s) under the contract; or
 - c. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 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.

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

- 24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. 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.

26. 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.

27. 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.
- a. Notwithstanding any reference to mediation and/or court proceedings herein, the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - b. the purchaser shall pay the supplier any monies due the supplier.
- 27.5. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6.

28. LIMITATION OF LIABILITY

- 28.1. 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.
- 28.2. 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.

29. 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.

30. APPLICABLE LAW

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

31. 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.

32. 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, GEPF 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.