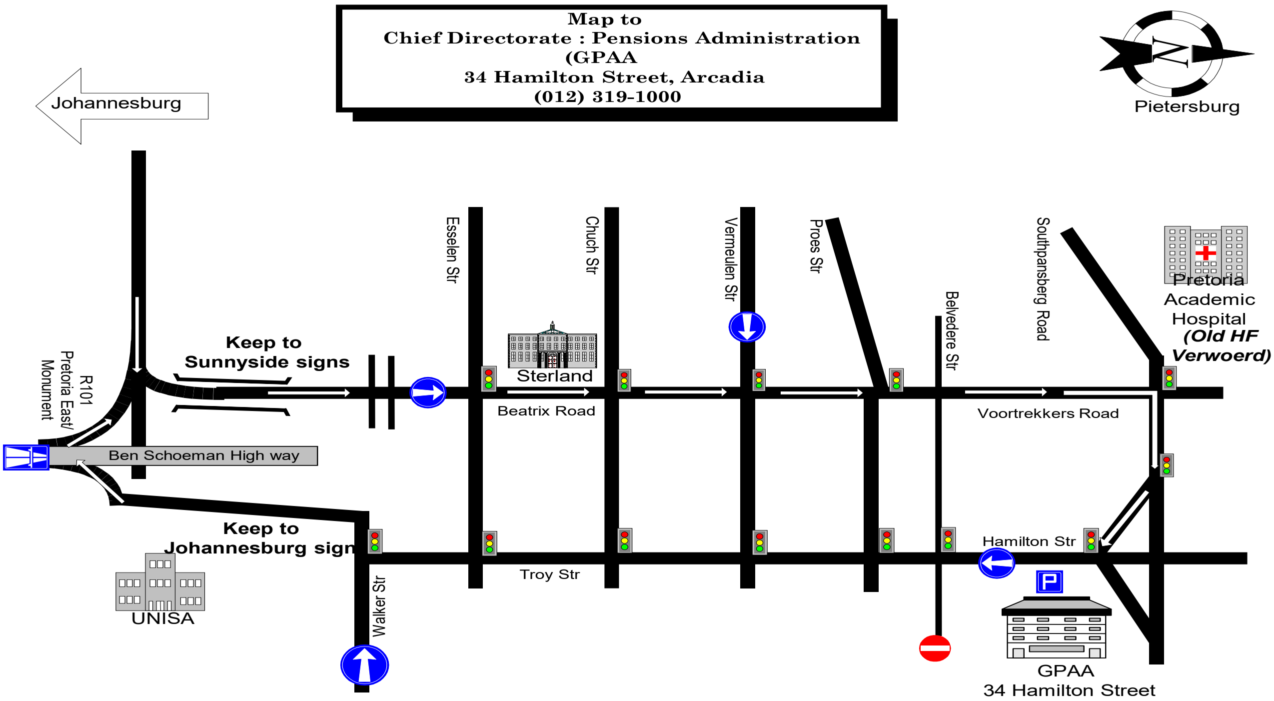
Confidential

Government Employees Pension Fund (GEPF)

Request for Proposals (RFP) for the Appointment of a Service Provider to Supply, Implement and Support an Automated Tender Management System to the GEPF

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 **12h00:00** 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:
Demand & Acquisition Unit
E-mail: tenderenquires@gepf.co.za

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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1. Terms of Reference

1.1. Overview

The Government Employees Pension Fund (GEPF) manages approximately 1,267,539 active members and 565 221 pensioners and beneficiaries. As at 31 March 2025, the GEPF's assets were over R2.69 trillion. Our core business, which is governed by the Government Employees Pension (GEP) Law (1996), is to manage and administer pensions and other benefits for government employees in South Africa. Accordingly, we work to give members and pensioners peace of mind about their financial security after retirement. This is done by making sure that all funds in our safekeeping are responsibly invested and accounted for, and that benefits are paid out efficiently, accurately and on time.

This document outlines the scope of work and terms of reference for the automated tender management system for the Government Employees Pension Fund (GEPF). The GEPF currently relies on a predominantly manual tender management process, particularly in relation to the receipt of bids, bid evaluation administration, and the storage, safeguarding, and record management of bid documents, including after the conclusion of tender processes.

This manual environment presents operational and SCM governance challenges relating to process efficiency, document control, audit trail management, security of confidential bidder information, record retention, and the overall turnaround time of procurement processes. In addition, significant manual intervention is required throughout the various SCM governance stages, including bid receipt, bid opening, evaluation coordination, committee administration, and tender record archiving.

It is important to note that the GEPF is not subject to the National Treasury regulatory framework, including the Public Finance Management Act (PFMA) and the State Information Technology Agency (SITA) Act. Consequently, the Fund conducts its procurement activities in accordance with its own governance framework, policies, and applicable legislative requirements.

1.2. Purpose

The Government Employees Pension Fund (GEPF) seeks to procure an automated Tender Management System to digitise, streamline, and enhance the end-to-end procurement lifecycle. The system will incorporate business intelligence and analytics capabilities to improve efficiency, compliance, transparency and reporting across all tender processes.
The purpose of these terms of reference is to outline the requirements, scope, and expected deliverables for the implementation of a system that supports procurement activities from demand planning through to contract management and supplier performance monitoring.

1.3. Objectives

The main objectives of an automated tender management are to strengthen transparency, efficiency, auditability, compliance monitoring, and overall procurement governance.
The key objectives of the system are to:

1. **Automate and standardise the end-to-end tender management process:**
   To establish a streamlined and consistent procurement process across all tender stages, from demand planning and bid advertisement to evaluation, adjudication, award, and contract management. Automation will reduce reliance on manual interventions, minimise process inconsistencies, improve turnaround times, and ensure that all procurement activities are conducted in accordance with approved SCM policies, procedures, and governance requirements.

Standardisation will also promote uniformity in documentation, evaluation methodologies, approvals, and reporting practices across the organisation.

2. **Improve governance, compliance, and auditability of procurement processes**
   To strengthen procurement governance by ensuring that all tender activities are properly controlled, monitored, and aligned with applicable SCM policies, legislative requirements, and internal governance frameworks. The system should provide clear audit trails, approval workflows, and document version controls to enhance accountability and transparency throughout the procurement lifecycle. This will support internal and external audit processes, reduce compliance risks, and improve the organisation's ability to demonstrate fair, transparent, and defensible procurement practices.
3. **Enhance efficiency and reduce manual administrative tasks**
   To improve operational efficiency by reducing repetitive manual processes associated with tender administration, including document circulation, bid registration, evaluation coordination, approval routing, record management, and reporting. Automating these activities will allow SCM practitioners and stakeholders to focus more on strategic procurement activities, supplier management, and value-adding initiatives rather than administrative processing. This will also contribute to faster procurement turnaround times and improved service delivery to business units.
4. **Enable secure, transparent, and traceable bid submissions and evaluations**
   To strengthen the integrity and security of the tender process by ensuring that bid submissions are managed through a controlled and secure platform with appropriate access controls, confidentiality safeguards, and electronic audit logs. The system should support transparent evaluation processes by maintaining traceable records of submissions, evaluation scoring, approvals, clarifications, and committee decisions. This will minimise the risk of document tampering, unauthorised access, information leakage, or disputes relating to procurement processes.
5. **Provide data-driven insights and reporting across all procurement stages**
   To improve procurement oversight and strategic decision-making through real-time reporting, analytics, and procurement intelligence. The system should provide dashboards and reporting capabilities that enable monitoring of procurement performance indicators, supplier participation, turnaround times, spend analysis, contract status, BBBEE reporting, and compliance metrics. Access to reliable procurement data will support proactive decision-making, improved planning, risk identification, and continuous process improvement.
6. **Leverage Business Intelligence (BI) and Analytics capabilities to support decision-making, analysis, and reporting**
   To utilise BI & Analytics capabilities to improve procurement effectiveness, data analysis, and operational decision-making. BI & Analytics functionalities may assist with automated document analysis, identification of procurement risks and anomalies, trend analysis, report generation, workflow optimisation, and enhanced search and document retrieval capabilities. The implementation of BI & Analytics enabled tools may also support improved evaluation administration, supplier analysis, and procurement planning while strengthening efficiency, accuracy, and strategic procurement oversight.

1.4. Scope of Work

The service provider will be required to supply, configure, implement, and support an automated system that covers the full procurement lifecycle.

The solution to be offered must be a market-proven COTS product that requires standard configurations for the system to meet the GEPF's requirements that will include the following:

1.4.1. Demand Planning

- Capture and manage procurement plans or accommodate integration of procurement plans from the GEPF operational system
- Workflow approvals aligned to Delegation of Authority (DoA)

1.4.2. **Bid Specification Committee (BSC) Process**

- Facilitate the appointment of the BSC
- Facilitate drafting of specifications within the system (system to have a template of the RFP document with certain sections automatically updated and specific section relating to the tender having an allowance for capturing e.g. Purpose, Scope of work and Evaluation criteria)
- Enable collaboration among BSC members (Members can be granted access to the RFP documents on the system for them to provide input before an official BSC meeting)
- Version control and audit trail of specification documents
- Workflow for internal review (SCM and Internal Audit)
- Submission and approval of specifications

1.4.3. **Tender Advertisement**

- Facilitate tender advertisements (generate tender documentation using information available from the system)
- Integration capability with external advertising platforms (e.g. website, LinkedIn and 4Flow)
- Manage Expressions of Interest (EOI), RFIs where applicable
- Maintain supplier database and panel management
- Compulsory briefing session link as part of the RFP document

1.4.4. **Bid Submission and Receipt**

- For attendance register of compulsory briefing sessions, the system must be able to integrate with any platform that the GEPF utilises to hold briefing meetings, such as MS teams. Submissions to accommodate phases of the tender process:
    - Mandatory requirements
    - Administrative compliance
    - Functionality/technical evaluation
    - Price and BBBEE evaluation
- Ability to detect the validity of uploaded documents in all phases e.g. prerequisite certifications (professional, industry related), B-BBEE certificates and tax compliance status (Only allow submission of valid documentation for mandatory requirements)
- Secure online bid submission portal (secure FTP, HTTPS protocols, user access identification & verification, encryption, access control, etc)
- Time-stamped bid submissions with audit trail
- Automatic closure of submissions at deadline
- Generation of a Bid Receipt Register post-closing
- Tracking bid validity and notify the SCM unit seven (7) working days prior to bid expiry date
- Ability to issue bid extensions to bidders (system to have available letter template to be updated)
- Ability to track participating bidders
- Automated generated submission reference number for each bid received

1.4.5. **Bid Evaluation Committee (BEC) Process**

- Controlled access for evaluators
- Option to be available to proceed with the BSC members as BEC or appoint new BEC members (appoint new members will require approval from Accounting Officer)
- Conflict of interest declarations and acceptance of confidentiality and impartiality
- Individual scoresheets to be available on the system of members to rate functionality and presentation/demonstration phases
- Scores calculated automatically and consolidated from each evaluator's inputs

- Structured evaluation templates for (to produce a schedule (summary) for each phase):
  - Mandatory requirements
  - Administrative compliance
  - Functionality/technical evaluation
  - Presentations/demonstrations
  - Price and BBBEE evaluation
- Automated Memorandum Generation. At the conclusion of each tender process, the business intelligence must compile a draft of a comprehensive memorandum to be finalized by the BEC members detailing:
  - Appointment of BSC and BEC members
  - Process followed across all procurement stages
  - Evaluation outcomes per stage
  - Recommended bidder(s)
  - Approval outcomes in line with DoA

1.4.6. **Adjudication and Approval**

- Conflict of interest declarations and acceptance of confidentiality and impartiality
- Submission of evaluation outcomes to the Bid Adjudication Committee (BAC) via BEC compiled memo
- Workflow approvals aligned with DoA
- Full audit trail of decisions and approvals

1.4.7. **Award and Contract Management**

- Automated generation and issuance of award/regret letters (bidder to access letter on the system and accept or decline the appointment and submit)
- Contract/SLA review, and approval workflows (routing done from project manager to all sections that need to review and approve the contract and concluding the contract with the supplier on the system via a sharable link where other departments can provide inputs to the finalization of the contract)
- Repository for all contractual documents (keep record of contracts, generate contracts register and issue out reminders when 1 year is remaining on the contract and every month thereafter)
- Capture KPI or deliverables that will be rated (ability to integrate with the GEPF existing operational systems)
- Direct the contract to the GEPF existing operational system for the purchase requisition process to be initiated (the system to also accommodate for variation orders)

1.4.8. **Supplier Performance Management** deliverables to be loaded on the system and alerts can be issued by the system and reviews to be done against initial loaded KPIs and deliverables

- Project managers to be able to review and track loaded KPIs/deliverables to ensure alignment to SLA requirements
- Conduct formal quarterly supplier performance reviews that will be submitted to the SCM unit for further handling
- Performance reporting dashboards
- Alerts for non-performance or contract deviations to be directed to the project manager

The system should support standard data import/export formats (PDF, Excel, CSV) for all processes.

1.5. Additional Requirements

1.5.1. **Business Intelligence and Analytics Capabilities**

The system must include an artificial intelligence agent that is capable of:

- Assisting with drafting of specifications and bid documents

- Analysing bid submissions and identifying trends or anomalies
- Providing insights across evaluation stages, including:
  - Compliance trends
  - Pricing patterns
  - Supplier participation trends
- Automatically generating:
  - Bid evaluation summaries
  - Bid adjudication memoranda
  - End-to-end procurement reports

1.5.2. **Reporting and Analytics**
The system must provide:

- Real-time dashboards and reporting
- Customisable reports across all procurement stages
- Trend analysis and insights for decision-making
- Exportable reports for audit and governance purposes

1.5.3. **Compliance and Governance Requirements**
The system must:

- Align with the GEPF SCM policy and SOP
- Support full audit trails and document traceability
- Enforce segregation of duties
- Ensure data security and confidentiality
- Maintain compliance with POPIA (Protection of Personal Information Act) and other relevant legislation

1.5.4. **Technical Requirements**

- The system must be a web-based, secure, and user-friendly platform
- The system must cater for approximately fifty (50) users
- The solution must support role-based access control, segregation of duties, and configurable workflows
- The system must integrate with existing GEPF systems (e.g., financial systems)
- The solution must support cloud or on-premises deployment options
- The system must provide data backup and disaster recovery capabilities
- The solution must maintain full audit logs and generate exception reports
- All GEPF data must remain the intellectual property of GEPF, including in a Software as a Service (SaaS) environment
- The system must be hosted within the borders of South Africa or within the GEPF environment to ensure data residency compliance
- The system must enforce Single Sign-On (SSO) and Multi-Factor Authentication (MFA) integrated with Entra ID
- The system must ensure encryption of data in transit using secure communication protocols (e.g., HTTPS/TLS)
- The system must implement appropriate encryption controls to protect sensitive procurement data
- The vendor must provide evidence of an independent penetration test conducted within the last 12 months, including confirmation that no material cybersecurity vulnerabilities exist

1.5.5. **Training and Change Management**
The service provider must:

- Provide comprehensive user training
- Develop user manuals and SOPs

- Support change management and system adoption (Research and assessment of the environment, Transition plan including change management plan, engagement and communication plan, implementation of all plans, feedback coordination and reporting)
- Offer post-implementation support

1.5.6.**Maintenance, Support and Service Management**

The bidder must provide comprehensive maintenance and support services as part of the standard offering, which includes:

- Ongoing access to vendor-released patches, upgrades, and enhancements.
- Regular updates to address regulatory, security, and functionality changes.
- Clear versioning and release management practices.
- Defined support model covering business hours and after-hours support.
- Incident, problem, and service request management aligned to ITIL principles.
- Defined Service Level Agreements (SLAs) for response and resolution times.
- Provision of user manuals, system administration guides, and release notes.
- Knowledge transfer to GEPF ICT and business users to ensure operational independence.
- Vendor support model and long-term support commitment

1.6. Deliverables

The appointed service provider will be expected to deliver:

- Fully functional tender management system
- Configured workflows aligned to GEPF processes
- Business intelligence and analytics functionality as specified
- Training and documentation
- Ongoing technical support and maintenance

1.7. Required Competencies

The software solution provider should deliver the automated tender management system with the requisite level of skill, integrity and professional competence at all times. The service provider must at all times, where relevant, demonstrate:

- Knowledge and understanding of information technology in the supply chain management space which includes tender management
- Experience and knowledge of supplying, implementing and supporting automated procurement systems particularly the tender management
- Technical proficiency in software solution systems
- Strong project management capability
- Ability to facilitate system workshops
- Crisis management and communication expertise

1.8. Duration of Appointment

The appointment of the service provider will be for an initial period of 3 years with an additional 1 year and another 1 year, extension based of satisfactory performance.

1.9. Pricing

Bidders are required to submit a separate financial proposal clearly outlining all costs associated with the supply, implementation, maintenance and support of the Tender Management System:

The financial proposal should consider, but may not be limited to, the following cost components:

- The standard fee structures of the software (annual licence costing and total cost for the duration of the contract for approximately fifty (50) users).
- Once-off implementation and configuration/set-up costs.
- Training, education and formal skills transfer costs (travel and other related overheads);
- Ongoing support and maintenance fees for the duration of the contract;

All fees must be quoted in South African Rand (ZAR) and must be inclusive of VAT.

Pricing must be clearly structured for the three (3) year with an additional + 1year and another 1year contract period subject to satisfactory performance and must be clearly disclosed in the financial proposal.

The GEPF and the service provider will agree on the fee structure before the commencement of the contract.
Any assumptions, exclusions, or escalation provisions must be clearly disclosed in the Financial Proposal.

2. Evaluation Criteria

2.1 The service provider should render the software services with the highest level of skill, integrity and professional competence.

2.2 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 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. This phase has a minimum threshold of 60%
- Phase 3: **System demonstration and solution presentation** - Will be used to further select bidders based on demonstrations of the proposed solution to the evaluation committee. This phase has a minimum threshold of 60%
- Phase 4: **Administrative Compliance**—Failure to comply with any of the 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, failure to submit outstanding documents after the 2 business days will render the bid response as unacceptable and lead to disqualification.
- Phase 5: **B-BBEE and Pricing Evaluation** –Will be based on the 70/30 principle.

2.3 The functionality of the service provider will be demonstrated by the soundness of the proposal received. The pricing points will be scored and weighted according to the prescribed formula in SBD 6.1.

2.4 Service providers that will be shortlisted for the Pricing and B-BBEE Evaluation phase will have achieved a minimum score of 60% on functionality and demonstration phase and have been confirmed to be administrative compliant. Refer to below table for detailed Evaluation Criteria's and weighting allocated:

0= non-responsive 1= poor 2= below average 3= average 4 = good 5 = excellent

Item no	Evaluation Criteria	
A	**Mandatory Requirements: Phase 1**	
	• Technical/functional proposal • Attendance of compulsory virtual briefing session via MS Teams. **Meeting link:** https://teams.microsoft.com/meet/393873057037786?p=KOhz6hZE77u4JvQBNv • Pricing proposal (separate from the technical proposal) • Provision of a signed letter with contactable details from the OSM (Original Software Manufacturer) stating the number of years that they have been authorised as the distributor or a signed letter/proof of providing software services in the case of a developer submitting a proposal. • Provision of a signed letter with contactable details from an independent external assessor confirming that the penetration test has been conducted in the last 12 months and that no material cybersecurity vulnerabilities exist **FAILURE TO COMPLY WITH ANY OF THE ABOVE MANDATORY REQUIREMENTS WILL RENDER YOUR BID UNACCEPTABLE FOR FURTHER EVALUATION**	
B	**Functionality: Phase 2**	**100**
	Company Profile and Relevant Experience • Minimum 5 years of company experience in providing the licensing, support and services for the tender management software solution	**10**
	Team Experience & Capacity • Average of at least 5 years' team experience in providing tender management software solution • CVs of the proposed team dedicated to the GEPF and the project implementation team	**10**
	System Functionality Coverage of full tender process lifecycle (BSC, BEC, BAC, contract management, supplier performance) as per the scope of work • Tender process (Demand planning, BSC process, Tender Advertisement, Bid Submission and Receipt, BEC process, Adjudication and Approval (20) • Award and Contract Management (5) • Supplier Performance Management (5)	**30**
	Business Intelligence and Analytics Capability • Ability to analyse data, provide insights, generate reports, and automated content feeds into memoranda templates • **Reporting & Analytics** - Dashboards, custom reports, and trend analysis	**10**
	Additional System Requirements • **Compliance –** Legislation i.e. POPIA, GEPF Artificial Intelligence policy, SCM policy and SOP • **Training & post implementation system support**	**5**

	Project & Change Management Implementation methodology and project plan involving: • Planning and timelines (outlining milestones and deliverables) • Resourcing against deliverables • Risk and contingency strategies, • Detailed change management (Research and assessment, planning, implementation and enforcement) • Transition plan (onboarding and off boarding), • Implementation lead time of 3- 6 months	**10**
	Technical Requirements • **Platform & Integration -** The proposed solution must be a secure, web-based, and user-friendly platform that supports role-based access control, segregation of duties, configurable workflows, seamless integration with existing GEPF systems, and flexible deployment through either cloud-based or on-premises environments. • **Data Governance and Compliance -** The solution must ensure that all GEPF data remains the intellectual property of the Fund, is hosted within South Africa or the GEPF environment in compliance with data residency requirements and supports governance and regulatory compliance through comprehensive audit trails and exception reporting. • **Information Security and Cybersecurity-** The solution must incorporate robust cybersecurity controls, including Single Sign-On (SSO), Multi-Factor Authentication (MFA), encryption of data in transit and at rest, and independently verified security testing to safeguard sensitive information and ensure the absence of material cybersecurity vulnerabilities. • **Business Continuity and Resilience-** The solution must provide robust data backup and disaster recovery capabilities to ensure business continuity, safeguard information, and minimise operational disruptions.	**10**
	Evidence of the bidders: Ethical conduct (Policies and procedures)	**5**
	Maintenance, Support and Service Management • Training approach for users, administrators, and technical support teams • Skills transfer and internal capability enablement • Support model and service management approach • Service Level Agreement (SLA) framework including response and resolution times • Escalation procedures and support governance mechanisms • Maintenance, patching, upgrade, and enhancement approach • Product release and version management practices • Knowledge transfer and operational sustainability approach • Vendor support model and long-term support commitment	**5**
	Reference Letters • A minimum of three (3) signed reference letters from clients not older than five (5) years relating to automated tender management system supply, implementation and support & maintenance.	**5**

	• Letters must include contact details, scope, duration, and cost of work delivered.	
	NB Minimum qualification of 60% on functionality	
C	**Demonstration / Presentation: Phase 3**	
	System Demonstration - Practical demonstration of system capabilities as per scope of work including: • System covers all functionalities of the tender process • User friendly software • Integration capability • Dashboards	**50**
	Business Intelligence & Analytics Capabilities - Demonstration of business intelligence (including artificial intelligence) capabilities and automation	**20**
	Demonstration of Software Security features: (Access control features; access must be managed via the active directory single sign on; Software updates and Security Patches, secure data and audit trail)	**10**
	Q&A / Responsiveness - Ability to respond to technical and functional queries	**20**
	NB Minimum qualification of 60% on Demonstration/Presentation	
D	**Administration Compliance: Phase 4**	
	• 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. **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. FAILURE TO SUBMIT OUTSTANDING DOCUMENTS AFTER THE 2 BUSINESS DAYS WILL RENDER THEIR BID RESPONSE AS UNACCEPTABLE AND LEAD TO DISQUALIFICATION.**	
E	**Preferential Points: Phase 5**	**100**
	Price	**70**
	B-BBEE	**30**

3. Guide to Response

Fully Completed Bid Documents with following responses:

Bidders must submit their proposals in accordance with the structure below. Any deviation may result in disqualification or lower evaluation scores.

3.1. Format of Proposal

- Proposals must be submitted in **two separate parts**:
  - **Part A: Technical Proposal**
  - **Part B: Pricing Proposal**
- Each part must be submitted in **hard copy (5 hard copies)** and **one electronic copy (USB in PDF format)**.

3.2. Technical Proposal

The Technical Proposal must cover the following:

- **Company Profile**

This section refers to the details of the company (supplier) and the services on offer.
Specific details required are as follows:

At least 5 years of experience in supplying, implementing, supporting and maintaining of tender management systems.

- **Team and Experience**

Specific details required are as follows:

Qualifications and CVs of the team dedicated to the GEPF and the overall team

  - Bidders team must demonstrate necessary skills in supplying, implementing, supporting and maintaining solutions.
  - Qualification, skills, relevant expertise, and experience of the proposed team will be considered. Points will also be awarded for years of experience in the relevant project-related field.
  - Qualification and relevant experience of the proposed team leader and supporting staff. Indicate years of experience in the relevant project-related field and specialisation.
  - Average of at least 5 years' team experience in providing tender management software solution

- **Project management implementation methodology and project plan**

  - Sound planning will be considered
  - Efficient execution
  - Implementation lead time of at least 3-6 months

- **System Functionality**

  - **Demand Planning**
    - Capture and manage procurement plans or accommodate integration of procurement plans from the GEPF operational system
    - Workflow approvals aligned to Delegation of Authority (DoA)
  - **Bid Specification Committee (BSC) Process**
    - Facilitate the appointment of the BSC
    - Facilitate drafting of specifications within the system (system to have a template of the RFP document with certain sections automatically updated and specific section relating to the tender having an allowance for capturing e.g. Purpose, Scope of work and Evaluation criteria)
    - Enable collaboration among BSC members (Members can be granted access to the RFP documents on the system for them to provide input before an official BSC meeting)
    - Version control and audit trail of specification documents
    - Workflow for internal review (SCM and Internal Audit)
    - Submission and approval of specifications
  - **Tender Advertisement**
    - Publish tenders to public platforms and/or invited suppliers

- Integration capability with external advertising platforms (e.g. website, LinkedIn and 4Flow)
- Manage Expressions of Interest (EOI), RFIs where applicable
- Maintain supplier database and panel management
- Compulsory briefing session link as part of the RFP document

- **Bid Submission and Receipt**
  - For attendance register of compulsory briefing sessions, the system must be able to integrate with any platform that the GEPF utilises to hold briefing meetings, such as MS teams. Submissions to accommodate phases of the tender process:
    - Mandatory requirements
    - Administrative compliance
    - Functionality/technical evaluation
    - Price and BBBEE evaluation
  - Secure online bid submission portal
  - Time-stamped bid submissions with audit trail
  - Automatic closure of submissions at deadline
  - Generation of a Bid Receipt Register post-closing
  - Ability to track participating bidders
- **Bid Evaluation Committee (BEC) Process**
  - Controlled access for evaluators
  - Option to be available to proceed with the BSC members as BEC or appoint new BEC members (appoint new members will require approval from Accounting Officer)
  - Conflict of interest declarations and acceptance of confidentiality and impartiality
  - Individual scoresheets to be available on the system of members to rate functionality and presentation/demonstration phases
  - Scores calculated automatically and consolidated from each evaluator's inputs
  - Structured evaluation templates for (to produce a schedule (summary) for each phase):
    - Mandatory requirements
    - Administrative compliance
    - Functionality/technical evaluation
    - Presentations/demonstrations
    - Price and BBBEE evaluation
  - Automated Memorandum Generation. At the conclusion of each tender process, the business intelligence must compile a draft of a comprehensive memorandum to be finalized by the BEC members detailing:
    - Appointment of BSC and BEC members
    - Process followed across all procurement stages
    - Evaluation outcomes per stage
    - Recommended bidder(s)
    - Approval outcomes in line with DoA
- **Adjudication and Approval**
  - Conflict of interest declarations and acceptance of confidentiality and impartiality
  - Submission of evaluation outcomes to the Bid Adjudication Committee (BAC) via BEC compiled memo
  - Workflow approvals aligned with DoA
  - Full audit trail of decisions and approvals

- **Award and Contract Management**
  - Automated generation and issuance of award/regret letters (bidder to access letter on the system and accept or decline the appointment and submit)
  - Contract/SLA review, and approval workflows (routing done from project manager to all sections that need to review and approve the contract and concluding the contract with the supplier on the system via a sharable link where other departments can provide inputs to the finalization of the contract)
  - Repository for all contractual documents (keep record of contracts, generate contracts register and issue out reminders when 1 year is remaining on the contract and every month thereafter)
  - Capture KPI or deliverables that will be rated (ability to integrate with the GEPF existing operational systems)
  - Direct the contract to the GEPF existing operational system for the purchase requisition process to be initiated (the system to also accommodate for variation orders)
- **Supplier Performance Management**
  - Quarterly supplier performance evaluation functionality submitted to the SCM unit
  - KPI tracking aligned to SLA requirements
  - Performance reporting dashboards
  - Alerts for non-performance or contract deviations to be directed at the project manager

- **Additional Requirements**

  - The system must include business intelligence capabilities
  - Have capabilities of reporting and analytics
  - Compliance and Governance Requirements
  - **Technical Requirements**
    - The system must be a web-based, secure, and user-friendly platform
    - The solution must support role-based access control, segregation of duties, and configurable workflows
    - The system must integrate with existing GEPF systems (e.g., financial systems)
    - The solution must support cloud or on-premises deployment options
    - The system must provide data backup and disaster recovery capabilities
    - The solution must maintain full audit logs and generate exception reports
    - All GEPF data must remain the intellectual property of GEPF, including in a Software as a Service (SaaS) environment
    - The system must be hosted within the borders of South Africa or within the GEPF environment to ensure data residency compliance
    - The system must enforce Single Sign-On (SSO) and Multi-Factor Authentication (MFA) integrated with Entra ID
    - The system must ensure encryption of data in transit using secure communication protocols (e.g., HTTPS/TLS)
    - The system must implement appropriate encryption controls to protect sensitive procurement data
    - The vendor must provide evidence of an independent penetration test conducted within the last 12 months, including confirmation that no material cybersecurity vulnerabilities exist
  - Training & Support - User manuals and SOPs
  - Detailed Organisational Change Management (OCM) Plan that includes:
    - Research & assessment
    - Planning (transition, communication, engagement, managing resistance)
    - Implementation of the OCM and conduct stage related assessments

    - Reinforcement (feedback, reporting and support)
  - Ethical conduct (Policies and procedures) to be provided by the bidder
    - Procurement practices (policies and procedures)
    - Ethical conduct screening documents and manuals

- **Maintenance, Support and Service Management**

  - Training approach for users, administrators, and technical support teams
  - Skills transfer and internal capability enablement
  - Support model and service management approach
  - Service Level Agreement (SLA) framework including response and resolution times
  - Escalation procedures and support governance mechanisms
  - Maintenance, patching, upgrade, and enhancement approach
  - Product release and version management practices
  - Knowledge transfer and operational sustainability approach
  - Vendor support model and long-term support commitment

- **Reference letters**

At least 3 positive and relevant signed reference letters on company letterhead with contact details of clients not older than 5 years (relating to the supply, implementation and support & maintenance of the automated tender management system)

3.3. System Demonstration/Presentation

Practical demonstration of system capabilities as per scope of work including:

- System covers all functionalities of the tender process – Workflows of the procurement life cycle
- User friendly software - demonstrate ease of navigation and intuitiveness of the system.
- Integration capability
- Dashboards
- How notifications will be issued out for ending contracts and bid validity
- Demonstrate efficiency and efficacy of use of the system.
- End to end procurement reports that the system can generate e.g. Consolidated procurement demand plan, Contract register, bid receipt register, summaries for each phase, data trends analysis, supplier performance report, tender register including status etc

Demonstration of Software Security features

- Access control feature
- Audit log recording capability
- Software updates and security patches

3.4. Price (Refer to SBD3.1)

The Pricing Proposal must be submitted separately and must include a detailed proposed breakdown of all fees.

3.5. General Requirements

- Bidders must submit all required SBD forms, tax clearance, and B-BBEE certificates.
- Proposals must remain valid for at least 120 days.
- Late submissions will not be considered.
- All communication and queries must follow the instructions in the RFP.

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. A conflict of interest assessment exercise, in relation to GEPF's main service providers, will also be performed. The outcome of these exercises will influence the conclusion of the bidding process and may affect the final recommendation of 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 GEPF reserves the right, upon completion of the tender evaluation process, to open all pricing proposals submitted in response to this RFP, including those of bidders that did not progress to the price and B-BBEE evaluation stage.

The pricing information obtained will be used solely for internal purposes, including market analysis, benchmarking, future procurement planning, and lessons learnt exercises. The opening of such pricing proposals will not constitute an evaluation for award purposes and will have no influence on the outcome of the tender process.

By submitting a bid, bidders acknowledge and accept GEPF's right to utilise pricing information in accordance with this provision and applicable confidentiality requirements.

GENERAL AND TECHNICAL ENQUIRIES:

Enquiries:
Demand & Acquisition Unit
E-mail: tenderenquires@gepf.co.za

Annexure A

(GEPF)

SCM

Standard Bid Document

SBD1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT EMPLOYEES PENSION (GEPF)					
BID NUMBER	**GEPF 08/2026**	CLOSING DATE	**19 AUGUST 2026**	CLOSING TIME	**12:00:00**
DESCRIPTION	**Tender Management System**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
34 HAMILTON STREET					
ARCADIA					
PRETORIA					
BIDDING PROCEDURE & TECHNICAL ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	**N/A**				
TELEPHONE NUMBER	**N/A**				
FACSIMILE NUMBER	**N/A**				
E-MAIL ADDRESS	tenderenquires@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] ☐ Yes ☐ No		BBBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ Yes	☐ No
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ Yes	☐ No
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ Yes	☐ No
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ Yes	☐ No
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ Yes	☐ 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: ……………………………………..

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], 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, shareholder[2]): ……………………………

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 the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

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

(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 / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
…………………………………………………………………..
…………………………………………………………………..
…………………………………………………………………...

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

2.9.1 If so, furnish particulars.
…………………………………………………………...
…………………………………………………………..….
………………………………………………………………

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

2.10.1 If so, furnish particulars**.**
………………………………………………………………
………………………………………………………………
………………………………………………………………

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

2.11.1 If so, furnish particulars:
…………………………………………………………………………………
…………………………………………………………………………………
…………………………………………………………………………………

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

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

4 DECLARATION

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

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

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

…………………………………..
Signature

..……………………………………………
Date

………………………………….
Position

………………………………………………
Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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); and

1.2 Points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

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

2. DEFINITIONS

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

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

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

2.4 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

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

2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

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

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

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

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

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

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

2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

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

2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 70/30 PREFERENCE POINT SYSTEMS

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

70/30

$$Ps = 70\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

5.1 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

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

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

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

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

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

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

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

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contribution: …………. = ……………(maximum 30 points)

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

8 SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

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

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

(iv) whether the sub-contractor is an EME 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		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: ....

9.2 VAT registration number :..

9.3 Company registration number :..

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

(i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the bidding process;

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

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

(d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(a) forward the matter for criminal prosecution.

WITNESSES 1. …………………………………….. 2. ……………………………………	……………………………………… SIGNATURE(S) OF BIDDERS(S) DATE: ………………………………… ADDRESS ………………………………… ………………………………….. …………………………………..

SBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Standard Bidding Document must form part of all bids invited.

2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3. The bid of any bidder may be disregarded if that bidder, or any of its directors have:
   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 *audi alteram partem* rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

………………………………………... ………………………………….
Signature Date

………………………………………... ………………………………….
Position Name of Bidder

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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 The 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.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

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

I certify, on behalf of: ____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

   (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

SBD 9

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 consortium[3] 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.

SBD 9

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

Special Conditions of Contract

Special Conditions 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: **19 August 2026**

1.1.3. Closing time: **12:00:00 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 **03 August 2026 at 10:00am**. Firms interested in submitting a bid must use the following MS Teams link: https://teams.microsoft.com/meet/393873057037786?p=KOhz6hZE77u4JvQBNv to gain access to the briefing session meeting. Non-attendance of compulsory briefing session will render the bid non-responsive, refer to 1.7.2 below

1.4. Two-stage Bidding

For this bid, a two-stage bidding procedure will be used, under which first un-priced technical proposals on the basis of a conceptual design or performance specifications are invited. The price proposal will only be considered after the technical proposal has been confirmed as being competent and compliant.

1.4.1. 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.

1.4.2. A minimum number of five (5) (1 original and 4 copies) copies of the technical proposal are required. Pricing proposal five (5) proposals are required and a USB.

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. An assessment should be conducted to determine whether the bid includes the following:

a) Ensure attendance of compulsory briefing session (GEPF to verify using the briefing session attendance register)
b) A technical proposal
c) A pricing proposal
d) Provision of a signed letter with contactable details from the OEM (Original Equipment Manufacturer) stating the number of years that they have been authorised as the distributor or a signed letter/proof of providing software services in the case of a developer submitting a proposal.
e) Provision of a signed letter with contactable details from an independent external assessor confirming that the penetration test has been conducted in the last 12 months and that no material cybersecurity vulnerabilities exist

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 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)

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.