

REQUEST FOR PROPOSAL

Provision of Managed IT Professional Services

Closing Date: 07 AUGUST 2019

Time: 12:00

1 REQUEST FOR PROPOSAL

The Eskom Pension and Provident Fund (the “Fund”) herewith invites proposals from interested service providers to submit responses to this Request for Proposal (RFP) for the:

- Provision of IT Professional services.

2 PURPOSE OF THE DOCUMENT

The purpose of this RFP document is to provide broad details relevant to the services required and is not intended to provide a detailed overview of every action required.

3 OVERVIEW

The Eskom Pension and Provident Fund (EPPF) is a Defined Benefit (DB) fund with defined employer and employee contributions. The Fund provides retirement, withdrawal, death, and ill-health benefits to members, pensioners and their dependents.

The Fund’s core business activities are Pension fund administration (Retirement Fund Operations Department) and Investment Management (Investment Management Unit Department). The core functions are supported by the Finance, Legal and Corporate Secretariat, Project Management Office (PMO), Risk and Compliance, Human Resources (HR), and Information Technology (IT) Departments.

The main EPPF office is at EPPF Office Park, 24 Georgian Crescent, Bryanston East, 2191 and satellite offices around the Country.

The IT operating model is based on outsourcing model Application Service Provider – (ASP) with a lean internal IT organisation, where a large portion of IT products and services are obtained through external service providers. Core systems that support business processes are hosted externally by various service providers, with only a few support systems/application being hosted and maintained internally.

4 RFP RESPONSE GUIDELINES

4.1 *Point of contact*

This RFP is issued on an open tender notice format with a definite closing date and time.

Respondents are required to submit their responses in expansive detail and in time to qualify for consideration of their responses.

During the open response time the central point for all queries relevant to the provision of background information and points of clarity relevant to this RFP, will be managed through a central mailbox. In the interest of all parties concerned all queries must be submitted **in writing only** and responses to queries or points of clarity will be published in the “Tenders” section of the Fund’s website.

The electronic mail address for queries is research@eppf.co.za. No telephonic or verbal queries will be entertained.

After the distribution of this RFP, a **Compulsory** briefing session will be conducted with all potential respondents to provide further information and address questions relevant to the RFP.

The briefing session is scheduled to take place at 10:00am on the 12th July 2019 at the EPPF’s offices (address provided in section 4.3 below). The information provided during this briefing session should be taken into consideration when responding to this RFP.

Respondents must not contact any of the Fund’s Board Members, executives, consultants or staff to discuss matters related to this RFP or the RFP process. Discussion of this RFP with any person within or associated with the Fund other than the designated contact person as above and whose details appear in the table below may result in the disqualification of the relevant respondent from the process.

4.2 *RFP process and submission procedure*

The Fund will review proposals in its discretion against a set of pre-defined criteria and will rate each proposal on its ability to satisfy the requirements stated in this RFP.

In the event that a preferred supplier is chosen such service provider will be formally notified. A formal Agreement will be entered into between the Fund and the successful service provider detailing issues such as the scope of work, remuneration structure and validity of the term of the contract.

Potential service providers are requested to be mindful of the time allowed for responses, the closing date and time, the delivery address for proposals and must note that late or incomplete submissions will not be considered.

The RFP must be submitted with the necessary supporting detail and must at least provide the information requested in this RFP.

The Fund reserves the right to consider any proposal in its entirety or partially, and may appoint more than one service provider or no service provider at all. The Fund's decision is final and no correspondence will be entered into.

4.3 *Submission Date, Time and Address*

The closing date for submission of proposals at the delivery address indicated below is **7th August 2019.**

RFPs must be submitted in a sealed envelope and addressed to:

The Secretary of the Procurement Committee
IT Professional Services Proposal
Eskom Pension and Provident Fund

The RFPs must be placed in the Fund's official Tender Box that is placed in the reception area at:

Isivuno House,
EPPF Office Park,
24 Georgian Crescent East,
Bryanston East,
2152.

Respondents must ensure that whoever delivers the proposal to the Fund takes care to complete the RFP register at the reception desk.

RFPs may also be mailed by means of registered mail to reach the Fund **on or before** the closing date and time, but it must be noted that postal and administrative delays will not be accepted as a reason for exemption from the requirement that proposals must reach the tender box on or before the closing time. It remains the responsibility of the respondents to ensure that their proposals reach the Fund before the closing date and time.

Proposals may not be faxed or e-mailed and proposals received by any other means other than being placed in the tender box or by registered post as aforesaid, will not be considered and will be rendered invalid.

4.4 **RFP Timelines**

The timelines for the RFP process are as follows:

Activity	Due Date
RFP issue/advertisement date	7 and 8 July 2019
Briefing Session	12 July 2019
Deadline for clarification questions	17 July 2019
Final response to vendors	23 July 2019
Closing date for RFP	7 August 2019

Please note that the above timelines are indicative and that the Fund reserves the right to change these timelines. Respondents will be advised of any changes and / or notices via email.

4.5 **RFP Process Requirements**

The following minimum requirements will be applied to the RFP process:

- i. Responses received after the closing date and time will be considered late and **will not** be accepted. If a response is considered late, it will be returned unopened to the return address of the relevant respondent identified on the response envelope.
- ii. In the absence of a clear return address on the envelope, any late response or any additional documentation/items will be destroyed by the Fund.
- iii. All responses must be submitted in full and complete on or before the closing time. The Fund will not allow additions and/or amendments to any response to be

submitted after the closing date and time and will not receive various documents or items in separate envelopes as one submission.

- iv. Responses may be withdrawn in writing by a respondent prior to the closing date and time.
- v. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained.
- vi. During the course of this RFP process, respondents may acquire confidential information relating to the Fund's business, projects and/or customers. Respondents are required to keep this information strictly confidential at all times (even after the RFP process has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the gain of any other person or institution.
- vii. Respondents may not disclose any such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach the Fund for prior approval to share any information with any third party. This does not apply to information which must, by law, be disclosed or becomes available to and known by the public due to no fault on the part of the respondents.
- viii. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner.
- ix. Respondents must, on the official letterhead of the company submitting the response, declare that:
 - a. the information provided in all documentation is true and correct;
 - b. the signatory of the tender document is duly authorised to do so by means of a special or general resolution of the company responding; and
 - c. undertake that all information gained from the EPPF through this RFP document or from any other interaction relevant to this RFP, will remain confidential.
- x. Proposals submitted to the Fund must remain valid for a minimum period of 90 days from the closing date.
- xi. Respondents will be held to their proposals submitted. The Fund reserves the right to negotiate the modification of a proposal with the successful respondent in whole or in part.
- xii. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by the Fund will form part of the contract.

- xiii. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- xiv. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.
- xv. In general respondents must indicate the experience and field/s of expertise of their companies and must specifically indicate previous work done in the retirement fund industry, if any.
- xvi. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. The Fund will not be responsible for any costs whatsoever or howsoever arising.
- xvii. The Fund reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xviii. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xix. The Fund does not have to explain acceptance or rejection of any specific service provider and the Fund's decision is final and binding, no correspondence will be entered into.

4.6 *Structure of Responses*

All responses are required to be prepared as follows:

- 4.6.1** Proposals must be electronically generated, and one printed original must be signed in permanent ink by the individual(s) legally authorised to bind the respondent.
- 4.6.2** Legibility, clarity and completeness are essential.
- 4.6.3** The RFP response must contain the following:

- i. **1** clearly marked and signed original copy of the RFP response and supporting documents;
- ii. **6** bound hard copies of the RFP response and supporting documents as above;
- iii. **1** digital/electronic copy of the RFP response on a memory stick. A soft copy of the pricing must also be provided and saved as MS Excel on the memory stick; and
- iv. The electronic copies of the RFP proposal and/or examples of work must be provided in Adobe Reader Portable Document Format (PDF), free of any viruses or malicious ware.

4.6.4 Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.

4.7 Evaluation Criteria

Respondents will be evaluated according to the extent to which they are able to fulfil the requirements of the Fund. Evaluation criteria will place emphasis on the following areas:

- BEE 20%
- Pricing 30%
- Functional ability and experience 50%

4.7.1 Fee Structure

Respondents must provide full details of pricing models and assumptions made in the pricing.

All prices are to be quoted in ZAR and **must include VAT** where applicable.

Proposals must be valid for at least 90 days from the closing date of the RFP. If prices are subject to exchange rate fluctuations, respondents must indicate the assumed rates and conditions pertaining to exchange rate fluctuations.

All prices including incidental/consequential/contingent expenses must be comprehensively disclosed clearly indicating direct and indirect components and any other prices that may be applicable even if they will not be incurred or paid to the successful vendor.

Indicate hourly rates for consultancy per resource level (i.e. project manager, architect, etc.) – in the form of a rate card.

4.7.2 Empowerment / B-BBEE

The Fund is committed to advancing the objectives of B-BBEE and details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate from an accredited rating institution or an affidavit wherever applicable, with details of the relevant company profile must be provided. In the very least, specific reference must be made to:

- Ownership structure and shareholding;
- Board representation;
- Executive / Operational Management structure;
- Gender equity profiles for all staff; and
- Secondary B-BBEE initiatives, such as procurement from B-BBEE suppliers and other initiatives.

These details must be clearly stated in the order requested and with the headings as above.

4.7.3 Requirement of respondents

Respondents must be well established entities with a minimum of five years demonstrable experience in providing professional IT consulting services utilising best practice methodology. Respondents are required to indicate the period of time they have been in operation in this specific environment and must include supporting documents in respect of such specific expertise.

Respondents must also provide supporting documentation relevant to issues such as the ownership of the business, management structure and BBEE credentials in the format indicated in this RFP document.

The successful respondent should have a balance between technical and business knowledge. This would allow it to put forward an appropriate proposal that indicates a thorough understanding of the Fund's specific business requirements.

4.7.4 Company details and stability

Please provide a response to each of the following questions:

- i. How long the company has been in operation within its current specific environment of providing professional IT consulting services.

- ii. The nature of the business, paying particular attention to core activities.
- iii. The company's summarized value proposition to its clients.
- iv. The company's registration number and supporting registration documents.
- v. The company's overall organisational structure and key project resources within this structure that will be deployed to this project.
- vi. If the response to the RFP is made as part of a joint venture with another business entity, details of the commercial relationships between the parties making up the consortium / joint venture / partnership. In addition provide the following information:
 - Entity(ies) that will be guaranteeing contract performance;
 - Date of Joint Venture formation, if applicable;
 - The name of the lead / prime contractor; and
 - Details regarding the nature of the agreement between the Joint Venture Partners including the proposed percentage division of work between the constituent members. Each party to the RFP, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.

4.8 *Local Presence and Experience*

- i. Provide details of the head office location.
- ii. If the head office location is not in South Africa, also provide details of local company offices, support and visibility.
- iii. Provide the year of establishment of the South African business and the number of employees currently employed.
- iv. Provide instances of the company's experience in providing professional IT consulting services, preferably within the South African retirement fund industry, and if applicable, global retirement fund industry.

4.9 *Site Visits*

The Fund may require reference site visits to established clients where the respondent's conducted similar consulting services, in respect of the final shortlist of respondents. The Fund therefore requires information regarding contactable clients. Respondents must include references of at least three recent projects within the South African market in the following format:

- Client name.
- Contact details (telephone, fax and email address).
- Responsible person.
- Project description (scope, size, number of users, budget, duration and completion date).
- Summary of key lessons learnt, if applicable.

When providing information regarding references it is accepted that the respondent has cleared with the referent that:

- The client can be contacted directly by the Fund or its consultants; and
- Client site visits may be conducted as well.

4.10 Supporting documentation

The respondents must include at least the following supporting documentation within their proposals:

- Originally certified copies of proof of CIPC company registration documentation;
- A valid original Tax Clearance Certificate indicating good standing with the South African Revenue Services (SARS);
- A detailed statement of the company's B-BBEE credentials as required in the above, supported by a rating certificate from a recognised rating agency. In the case of a joint venture the above-mentioned documentation need only be supplied for the guaranteeing entity;
- Recent Audited Financial Statement of the specific entity that will be submitting the proposal, and if successful, contracting with the Fund. Group or any other entity's Annual Financial Statements will not be accepted.
- In the case of a Joint Venture the above mentioned documentation need only be supplied for the guaranteeing entity.

Respondents will be disqualified from the RFP process if any of the above-mentioned details and/or documents are not submitted.

5 RFP SPECIFICATIONS

5.1 Purpose

The EPPF seeks to contract with a qualified service provider to provide IT Professional services for the replacement of the current Pension Administration System (PAS) and integrated Finance system.

5.2 Project overview

The EPPF has embarked on a journey to transform itself into the digital customer-centric era. The vision is to become the 'Most admired Fund' by improving customer centricity and servicing, shifting from a reactive responder to an insight driven proactive driver.

This journey started with an Enterprise Architecture (EA) project where the Business Architecture, Capability model, and IT Architectures were created. A Roadmap was also developed to keep all delivery streams on course to achieve the greater vision.

One of the key initiatives on the Roadmap is the replacement of the current Pension Administration System (PAS) and Finance system, and the EPPF wishes to commence with the project as soon as possible. The EPPF recognizes that to successfully deliver this project, special capabilities are required to execute with immediate effect.

5.3 Project Scope

The proposed term of the contract is 18 Months.

During the term of the contract/project, the service provider is expected to provide the following capabilities:

Full Time	
Project Management and Administration	The Project Manager is responsible for developing and managing technology projects and their cost, time and scope. Responsibilities include: project plan, communication plan, allocating tasks setting milestones, meeting management and relationship management alongside core functions of a project administrator. This team will also be engaged in other initiatives ads defined by the strategy.

Solution Architecture	The Solution Architect is responsible for the overall technical visions for a solution, recommending solutions for more effective systems and integrating software and hardware that best meets the purposes of the business.
As and when required:	Linked to your proposed roll-out plan
Change Management	Change management is a systematic approach to dealing with the transition or transformation of an organization's goals, processes or technologies. The purpose of change management is to implement strategies for effecting change, controlling change and helping people to adapt to change.
Data Management	Create a clear strategy around how data governance should be done; The strategy should include the general management of key data resources in the organization and encompass elements of data use, storage and maintenance, including security issues and the way data flows from one point to another in the overall IT architecture as well as data migration
Security Management	<p>The scope of this role goes beyond the project, and includes the following activities:</p> <ul style="list-style-type: none"> • Defining a security policy and procedure • Implement advanced threat detection tools • Create a data loss prevention capability • Determine the various repositories where data is at rest, as well as the system and integration points where data is in transit and assess the security for these, putting plans in place to remedy if needed. • The network design needs to be re-done and implemented with security considerations: i.e. 3-tier approach i.e. a DMZ, middleware and a private network

	<ul style="list-style-type: none"> • Profiling each user's typical account usage by determining the normal time-of-day access and access duration. • Implement multi-factor authentication for accounts that have access to sensitive data.
Agile based delivery methodology	<p>The EPPF seeks to adopt an agile based delivery framework, such as SAFe (Scaled Agile Framework). The successful training and adoption of such a delivery framework can be expedited by leveraging an experienced transformation coach who is able to impart learnings to the EPPF Executives and decision makers.</p>

These resources will be required to undertake the following to assist with the immediate need

- Refine IT Roadmap and identify minimum set of IT building blocks required to replace the current PAS ecosystem while aligning to the EPPF strategy
- Define and manage the project plan
- Define and implement a Change Management Plan
- Give input to the RFP/s required for replacement of current PAS ecosystem
- Develop PAS ecosystem within the Solution Architecture
- Assist with the evaluation and selection of the potential PAS
- Define and implement data strategy, including migration from existing systems
- Manage the implementation of PAS
- Identify and Implement an EPPF finance system that supports the Pension Administration financial requirements
- Integrate EPPF Finance system with PAS and other required systems
- Agile training/coaching

In addition to the above, the following must be considered:

Change Management

The preferred service provider will assist with the people aspects of the deployment, to ensure that change management activities are embedded in the programme.

The service provider will also be expected to impart knowledge to EPPF IT staff during the engagement to facilitate a seamless handover.

Risk Management

The rolling out of the programme may present major risks, which could affect the successful and timely implementation. The preferred service provider will be responsible for maintaining a risk log as the projects progress, and for implementing appropriate risk management and communication strategies for communicating the status of major projects risks. Risk mitigation will be a key responsibility.

Quality Assurance

The quality assurance will be done in conjunction with EPPF auditors. Parties could also give independent assessment on the performance of the programme.

Value Reporting

Report on the overall performance of the programme against the benefits identified in the business cases.

6 IMPLEMENTATION

Respondents are required to detail their approach, providing information relevant to the timeframes of this engagement.

6.1 Approach

- i. Describe how your organisation would approach this engagement, methodologies adopted, please detail the phases, activities and milestones involved.
- ii. Describe how and when the required capabilities and resources from your organisation will be deployed
- iii. Describe the resources required from the Fund to be dedicated to this project.

6.2 Timeframes

- i. Provide details of the estimated length of time for the engagement indicating best- and worst-case scenarios
- ii. Indicate high-level estimates of timelines for the activities.
- iii. Provide a detailed engagement project plan.

7 Appendix A – Terms of business

1. Background

The Fund wishes to appoint a suitable service provider to provide professional IT consulting services.

By submitting a response to the RFP sent out by the Fund, a respondent automatically undertakes to be bound by and agrees to the conditions set out in this entire document.

Respondents that do not consider themselves bound by the provisions of this entire document should not respond to the RFP, as submission of a response pre-supposes agreement to the terms of this agreement.

2. Terms of Business

The Fund hereby sets out the Terms of Business and the respondent hereby accepts the conditions that will apply to the work to be done by the service provider appointed in terms of the RFP detailed in this agreement.

Once signed by both parties, these Terms of Business will form part of the basis of a suitable Agreement between the Fund and the successful service provider.

An additional agreement detailing the services to be rendered will be entered into. These Terms of Business will establish the basis of such an agreement to provide the services as outlined in the RFP, and will serve to explain the conditions under which the appointment of the preferred service provider is made, but may also be extended in the Agreement to include other matters not necessarily addressed in this RFP.

3. The services to be provided

3.1. The Services

The service provider will provide the services described in the RFP, and at the location(s) to be set out in the Agreement. The services described in the RFP are not an exhaustive list of all services to be performed by the successful respondent.

Where the Agreement refers to services to be performed this means that the service provider will provide the Fund with the Services and will be responsible for the management and control of the services and the quality of any deliverables listed in or referred to in the Agreement.

Where the Agreement refers to Services to assist the successful service provider this means that the Fund will use reasonable skill and care, as specified, to assist the service provider with its work, but the service provider will be responsible for the overall management and control of the Services and for the results to be achieved from using the Services.

3.2. The service provider's staff

Where individual members of the service provider's staff (including partners and directors) are named in the Agreement the service provider will make every reasonable effort to ensure that the named individual(s) are available to support its work for the Fund stated in the Agreement.

Where the service provider considers changes in its named staff necessary or appropriate, for reason of, inter alia, resignation, relocation, training or illness, the service provider may make the changes after giving the Fund reasonable notice and will provide the Fund with details of replacement staff.

3.3. Contract Management

Both parties may designate a contact person that will be responsible for managing all issues relating to the performance of the Agreement.

3.4. Deliverables

3.4.1. Preparation and Delivery

The Fund will incorporate the deliverables listed or referred to in the RFP into the Agreement to be signed with the preferred service provider.

4. Fees and Payment

4.1. Payment of services

The Fund agrees to pay for the Services as set out in the Agreement.

All invoices will be payable within thirty days from date of receipt thereof.

5. Term, Suspension and Termination

5.1. Duration of Contract

The Agreement will apply from the Commencement Date stated, or where no Commencement Date is specified, from the date of signature of the Agreement by both parties. The Agreement will continue until all the Services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out below.

5.2. Termination of the Contract

Unless stated otherwise in the Agreement, the Contract may be terminated by either party at any time by giving the other party no less than 30 days written notice. The Fund however reserves the right to terminate the Agreement by giving a 24 hours written notice.

Where the Contract is terminated in this way the Fund will pay the service provider for all Services provided and completed up to the date of termination.

5.3. Termination for Breach of Contract

The Agreement may be terminated by either party by written notice with immediate effect if the other commits a material breach of any term of the Agreement that is not remedied within 10 days of dispatch of a written request to remedy the same, where such breach is capable of being remedied.

5.4. Termination for Insolvency

The Agreement may be terminated by either party by written notice in the event that the other party is unable to pay its debts or has been placed under administration, judicial manager, liquidator or similar person or officer appointed or compromises generally with its creditors or ceases for any other reason to carry on business or in the reasonable opinion of the other party any of these events appears likely.

6. Confidentiality and Conflicts of Interests

- 6.1. By signing the Agreement, each party is under a professional obligation not to disclose to a third party any information confidential to the other party. Similarly, reports by the service provider are for the use of the Fund alone and may not be disclosed to third parties without the Fund's prior written consent.
- 6.2. Notwithstanding 6.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent required by law or where the said information is already known to the public due to no fault on the other party, provided that in the former case (and without breaching any legal requirement), where reasonably practicable not less than five business days' notice in writing is first given to the other party.

7. Liability

- 7.1. The service provider shall use reasonable skills and care expected from an expert in its industry in the provision and delivery of the services and the deliverables in terms of the Agreement.
- 7.2. The service provider shall accept liability to pay compensation for damages and losses suffered by the Fund arising as a direct result of breach of contract, misconduct, dishonesty/fraud or negligence (including gross negligence) on its part or third parties acting on behalf of the service provider in respect of Services provided in connection with, or arising out of the Agreement (or any variation or addition thereto).

8. General

8.1. Force Majeure

Neither of the parties to the Agreement will be liable to the other for any delay or failure to fulfil obligations caused by circumstances beyond its reasonable control.

8.2. Assignment

Neither of the parties to the Agreement may cede, assign, delegate, transfer, encumber, charge nor otherwise seek to deal in any of its rights or obligations under the Agreement without the prior written consent of the other party.

8.3. Notices

Notices must be served either personally, sent by prepaid registered post or faxed to the address of the other party given in the Agreement or to any other address as the parties may have notified during the period of the agreement. Any notice sent by registered post will be deemed to have been delivered 10 days after sending. Any

notice sent by fax or served personally will be deemed to have been delivered on the first working day following its dispatch.

8.4. Amendment

Any amendment or consensual variation, cancellation or termination of the Agreement, or any of its terms, will not be effective unless agreed in writing and signed by both parties.

8.5. Survival

The confidentiality clause in the Agreement shall survive the termination or expiry of the agreement and shall continue to bind the parties to the agreement.

8.6. Electronic Communications

During the provision of the Services, the Fund may from time to time communicate electronically. However, as the service provider is aware, the electronic transmission of information cannot be guaranteed to be secure or error-free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use.

Accordingly, whilst the Fund carries out commercially reasonable procedures to check for the most commonly known viruses and to check the integrity of data, it remains the service provider's responsibility to carry out a virus check on any documents before launching them, whether to be sent or to be received on disk or otherwise. Therefore and notwithstanding any collateral contract, warranty or representation, the Fund will have no liability to the service provider on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error or omission arising from or in connection with the electronic communication of information to or from the service provider and the service provider's reliance on such information and including (but not limited to) the acts or omissions of the relevant service providers.

If the communication relates to a matter of significance on which the service provider wishes to rely and is concerned about the possible effects of electronic transmission, the service provider should request a hard copy of such transmission from the Fund.

8.7. Validity of contract Provisions

If any provision of the Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the agreement. In any event the enforceability of the remainder of the agreement will not be affected.

8.8. Conflict

In the event of any conflict between the Agreement and any other document that forms part of the agreement, the Agreement shall prevail except where amended by specific reference to the relevant Clause of the Terms of Business. In the event and only to the extent of any conflict between the Agreement and any referenced or attached document other than the Terms of Business, the Agreement will take precedence.

8.9. Applicability

The Agreement shall apply to work undertaken in relation to the service provider, its holding company or any of its subsidiary, associated or related companies, agents or sub-contractors providing services in terms of the agreement.

9. Dispute Resolution and Governing Law

Should any dispute arise between the Fund and the service provider, both parties will attempt to resolve the dispute in good faith through senior-level negotiations. If the dispute is not resolved through negotiation or mediation within a reasonable time both parties agree that it shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation and agreed upon by both parties. The arbitration clause does not prohibit a party from seeking relief in a dispute where urgency can be proved, and where, as a result, application can be made for an urgent interdict, urgent declaratory order or other urgent relief to any court of competent jurisdiction, on condition that such urgent relief is only of an interim nature pending the determination of the dispute by the arbitrator. The parties submit in this regard, to the non-exclusive jurisdiction of the Gauteng Local Division, Johannesburg.

The Terms of Business and the Agreement shall be subject to South African law.

10. Quotation/Proposal Conditions Validity of Quotations

Quotations must be valid for at least 90 days from the closing date of the tender. Include original valid tax clearance certificates, proof of registration of the business, audited annual financial statements and the latest BBBEE certification.

Disqualifying Criteria

- Failure to submit before the specified time and date
- Failure to submit requested supporting documentation

VAT

VAT must be included in all prices and costs quoted, where applicable.

Closing Date for Proposal Submission

The closing date for submission of proposals at the delivery address indicated below is **7th August 2019**.

The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.