



Reg Name: Postbank (SOC) Ltd  
Registration number: 2017/177755/30  
NPC Building, Jeff Masemola Street, Pretoria, 0002: PO Box 10 000, Pretoria, 0001

### REQUEST FOR BIDS/PROPOSALS

<b>RFB/P REF. NO:</b>	<b>03/20/25-26</b>
<b>DESCRIPTION</b>	<b>The acquisition and implementation of a ready to use (with some customization) Integrated Modern Banking System (IMBS)</b>
<b>RFB/P ISSUING DATE</b>	05 March 2026
<b>COMPULSORY BRIEFING SESSION</b>	Date: 11 March 2026 Time: 12h00 - 14h00 <b>Microsoft Teams meeting</b> <b>Join:</b> <a href="https://teams.microsoft.com/meet/38993179962423?p=sF8LOMY92BvT32t8Wc">https://teams.microsoft.com/meet/38993179962423?p=sF8LOMY92BvT32t8Wc</a> Meeting ID: 389 931 799 624 23 Passcode: o2pz7Pk2
<b>RFB/P CLOSING DETAILS</b>	Date: 06 April 2026 Time: 16:30 (South African Time)
<b>RFB/P SUBMISSION ADDRESS</b>	<a href="mailto:RFP@PostBank.co.za">RFP@PostBank.co.za</a> <a href="mailto:rfq.procurementvm@PostBank.co.za">rfq.procurementvm@PostBank.co.za</a>
<b>RFB/P VALIDITY PERIOD</b>	<b>180 Days</b> from the Closing Date
<b>ENQUIRIES</b>	Vusi Maditsi: <a href="mailto:Vusi.Maditsi@postbank.co.za">Vusi.Maditsi@postbank.co.za</a>

**PART A  
INVITATION TO BID  
SBD1**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:	03/20/25-26	CLOSING DATE:	06 APRIL 2026	CLOSING TIME:	16:30 PM
DESCRIPTION	The acquisition and implementation of a ready to use (with some customization) Integrated Modern Banking System (IMBS)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>SUBMISSION IS TO BE SUBMITTED TO THE EMAIL ADDRESS STIPULATED ON THE COVER PAGE</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>					
CONTACT PERSON	VUSI MADITSI				
E-MAIL ADDRESS	VUSI.MADITSI@POSTBANK.CO.ZA				
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
1ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>					
<b>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.</b>					

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **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.**

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:

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**SECTION 1  
BIDDER'S DETAILS**

**1. Bidding structure**

Indicate the type of bidding structure by marking with an 'X':	
Individual bidder	
Joint Venture	
Consortium	
Subcontractors	
If the bid is submitted as a Consortium or Joint Venture or Subcontracting, list the members of such Consortium or Joint Venture and Subcontractors below:	
1.	
2.	
3.	
4.	

**1.2 Entity Directorship**

No.	Director name	Identity number
1.		
2.		
3.		
4.		

**1.3 Entity Ownership**

Ownership Category	% of Ownership
Black or Historically Disadvantage Individual Owned	

**I certify that the information furnished on this form is true and correct.**  
**I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

\_\_\_\_\_

**Name of bidder (duly authorised)**

\_\_\_\_\_

**Signature of bidder**

\_\_\_\_\_

**Date**

\_\_\_\_\_

**Capacity under which this bid is signed**

## **SECTION 2**

### **BID TERMS OF REFERENCE**

#### **2. General rules and instructions**

##### **2.1 Precedence of documents**

- 2.1.1 This RFB/P consists of a number of sections (see list). Where there is a contradiction in terms between the clauses, phrases, words, stipulations or terms and herein referred to generally as stipulations in this RFB/P and the stipulations in any other document attached hereto, or the RFB/P submitted hereto, the relevant stipulations in this RFB/P shall take precedence.
- 2.1.2 Where this RFB/P is silent on any matter, the relevant stipulations addressing such matter and which appear in the PPPFA shall take precedence. Bidders shall refrain from incorporating any additional stipulations in its proposal submitted in terms hereof other than in the form of a clearly marked recommendation that POSTBANK may in its sole discretion elect to import or to ignore. Any such inclusion shall not be used for any purpose of interpretation unless it has been so imported or acknowledged by POSTBANK.
- 2.1.3 It is acknowledged that all stipulations in the PPPFA are not equally applicable to all matters addressed in this RFB/P. It, however, remains the exclusive domain and election of POSTBANK as to which of these stipulations are applicable and to what extent. Bidders are hereby acknowledging that the decision of POSTBANK in this regard is final and binding. The onus to enquire and obtain clarity in this regard rests with the Bidder(s). The Bidder(s) shall take care to restrict its enquiries in this regard to the most reasonable interpretations required to ensure the necessary consensus.

##### **2.2 Preferential procurement reform**

- 2.2.1 POSTBANK supports B-BBEE as an essential ingredient of its business. In accordance with government policy, POSTBANK insists that the private sector demonstrates its commitment and track record to B-BBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc.
- 2.2.2 POSTBANK shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2022.

## **2.4 Objection to brand specific requirements**

- 2.4.1 Any bidder who has reasons to believe that the RFB/P specification is based on a specific brand must inform POSTBANK within seven (7) days after the publication of the RFB/P.

## **2.5 Instructions for submitting bids**

- 2.5.1 Bid responses must be submitted to the email address as stipulated on the cover page.

## **SECTION 3**

### **3. Special Conditions of the Bid**

- 3.1 POSTBANK shall not make upfront payment.
- 3.2 The preparation of response shall be made without obligation to acquire any of the items included in any bidder's proposal or to select any proposal.
- 3.3 POSTBANK may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.
- 3.4 POSTBANK reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.
- 3.5 By submitting a proposal in response to this RFB/P, the bidders accept the evaluation criteria as it stands.
- 3.6 Where applicable, POSTBANK reserves the right to conduct benchmarks on product/services offered during and after the evaluation.
- 3.7 Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.
- 3.8 Should the bidder change any wording or phrase in this document, the RFB/P shall be evaluated as though no change has been affected and the original wording or phrasing shall be used.
- 3.9 POSTBANK shall at any time during procurement process require additional information that was not part of the bid as part of due diligence. Similarly, bidders may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to POSTBANK. This provides an opportunity for the vendor to clarify or elaborate on the proposal. POSTBANK shall schedule the time and location of these presentations.
- 3.10 This RFB/P is subject to Government Procurement: General Contract Conditions – July 2011, Special Contract Conditions and any other contract conditions to be finalised during contracting.
- 3.11 Late bids shall not be accepted.

## SECTION 4

### SPECIFICATION

#### **1. Introduction**

Postbank is currently an Issuer Bank and wishes to diversify the instruments given to customers to facilitate their payment transaction by providing digital channels which will feature additional products customers can use to transact, receive services and support.

Thus, Postbank requires the acquisition and implementation of a ready to use (with some customisation) Integrated Modern Banking System (IMBS) to modernise the bank's digital capabilities, strengthen payments infrastructure, enhance customer experience, reduce reliance on third-party providers by way of insourcing and building internal capability largely managed internally by Postbank with limited approved levels of support from service providers, and support compliance with SARB, amongst other regulators, and AGSA requirements. This specification outlines the minimum mandatory capabilities required for a complete IMBS solution.

The solution is expected to have a shelf-life of 10 years as the bank does not plan to undergo a major change programme anytime soon. However, minor, i.e., non-major, upgrades will be tolerated within the first five (5) years of the solution being in production. Maintenance and support of the solution will be required for at least the first two (2) years of the solution being in production. For the 10 year shelf-life of the solution, Postbank reserves the right to own the solution through a once off purchase with 2 years maintenance and support commencing as soon as the solution is implemented in production, or through a subscription license of up to 10 years also with maintenance and support of at least the first two years of the solution being implemented in the production environment.

The contract period will align with the respective ownership model chosen by Postbank of either once off purchase with 2 years maintenance and support postproduction implementation, or 10 years subscription license with 2 years maintenance and support post production implementation.

#### **2. Purpose of the IMBS Procurement**

The purpose of this procurement is to source a unified, modular, API-driven IMBS platform that:

- Modernises Postbank’s digital banking capability.
- Replaces legacy switching, issuing, and channel systems.
- Enhances customer onboarding, customer service, compliance, and product delivery.
- Enhances customer experience through user-friendly UI/ UX designs.
- Provides a scalable foundation for future core-banking evolution.

The procurement of the full solution will be done in phases with the first phase providing the Minimum Viable Product (MVP 1) and the second or last phase comprising the rest of the required modules to complete the IMBS solution

### 3. THE FULL SCOPE OF THE TARGET IMBS

The target IMBS solution will include, at minimum, the following components and kindly note that some of the components below already exist and the bidder’s solution must be able to work seamlessly with existing solutions indicated below:

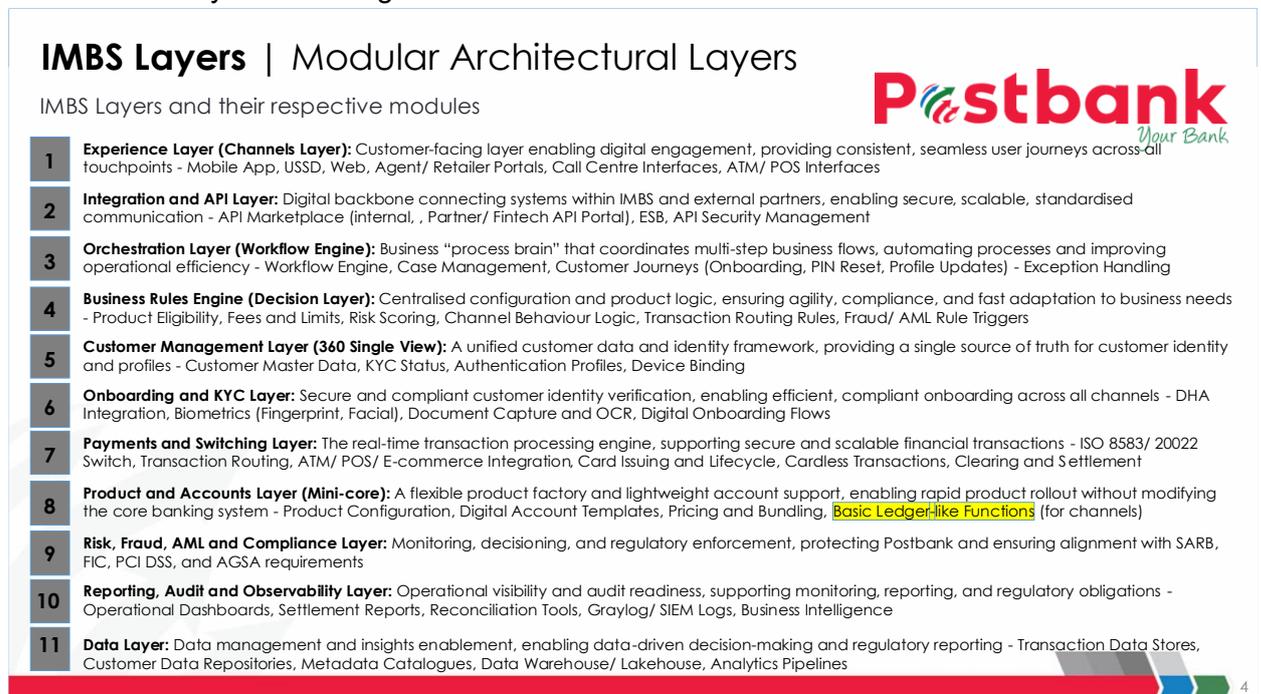


Figure 1 - Full target-state Integrated Modern Banking System (IMBS) architecture layers.

The following sections provide an overview of each layer shown in Figure 1 above.

#### 3.1 Experience Layer (Channels Layer)

Customer-facing layer enabling digital engagement and providing consistent, seamless user journeys across all touchpoints.

Channel integration shall be API-based (API-first). Real-time APIs shall be provided for customer-facing journeys and non-real-time/ batch interfaces are permitted only for clearly defined back-office and settlement/ reconciliation use cases.

At a minimum, this layer includes the following:

- Mobile App
- USSD
- Web
- Teller/ Agent / Retailer Portals including Back-office portal/ visibility online web application
- Call Centre interfaces
- ATM / POS interfaces
- Self-Service Kiosk interfaces

### **3.2 Integration and API Layer**

Digital backbone connecting systems within IMBS and external partners, enabling secure, scalable and standardised communication.

This layer typically includes the following:

- API marketplace (internal and partner / fintech API portal)
- Enterprise Service Bus (ESB) or equivalent integration fabric
- API gateway and security management (rate limiting, OAuth2/ JWT, MTLS, etc.)

### **3.3 Orchestration Layer (Workflow Engine)**

The business “process brain” that coordinates multi-step business flows and automates processes to improve operational efficiency.

The typical capabilities of this layer include the following:

- Workflow engine and business process orchestration
- Case management integration
- Customer journeys (onboarding, PIN reset, profile updates, disputes, etc.)
- Exception handling, escalations and SLA timers

### **3.4 Business Rules Engine (Decision Layer)**

Centralised configuration and product logic, ensuring agility, compliance and fast adaptation to business needs.

By way of example, this layer covers the following:

- Product eligibility rules
- Fees and limits
- Risk scoring, thresholds and monitoring
- Channel behaviour logic
- Transaction routing rules
- Fraud detection capabilities/ AML rule triggers

### **3.5 Customer Management Layer (360 Single View)**

Unified customer data and identity framework providing a single source of truth for customer identity and profiles.

This layer includes the following:

- Customer master data including single view of the customer (360° customer view)
- KYC status and customer classification
- Authentication profiles (credentials, factors)
- Device binding and trusted device management
- Customer complaints (data/ analysis)

### **3.6 Onboarding and KYC Layer**

Secure and compliant customer identity verification, enabling efficient and compliant onboarding across all channels.

This layer includes the following:

- DHA integration for ID verification
- Biometrics (fingerprint, facial)
- Address verification
- Mobile number verification
- Document capture and OCR
- Digital onboarding flows (including remote / eKYC journeys)

### **3.7 Payments and Switching Layer**

This is the real-time transaction processing engine supporting secure and scalable financial transactions across multiple rails. Postbank has procured this component and its implementation is underway.

This layer includes the following features that the required solution must seamlessly integrate into:

- ISO 8583 / ISO 20022 switch
- Transaction routing and authorisation
- ATM / POS / e-commerce acquiring integration
- Card issuing and lifecycle management
- Cardless transactions
- Payments clearing and settlement processing
- Monitoring and reporting tools.

### **3.8 Product and Accounts Layer (Mini-core)**

Flexible product factory and lightweight account support, enabling rapid product rollout without immediately changing the existing core banking system.

This layer includes the following:

- Product configuration and parameterisation

- Digital account templates
- Pricing and bundling logic
- Basic ledger-like functions for digital channels (balance/ limit views, etc.)

### **3.9 Risk, Fraud, AML and Compliance Layer**

Monitoring, decisioning and regulatory enforcement layer, protecting Postbank and aligning with SARB, FIC, PCI DSS and AGSA requirements.

This layer includes the following:

- AML transaction monitoring
- PEP / sanctions screening
- Fraud analytics and behavioural monitoring
- Fraud detection rules
- Device fingerprinting
- Alerts and case management
- Compliance reporting

### **3.10 Reporting, Audit and Observability Layer**

Provides operational visibility and audit readiness, supporting monitoring, reporting and regulatory obligations.

This layer includes the following:

- Operational dashboards and KPIs
- Settlement and reconciliation reports
- Reconciliation tools and break management
- Logs and events to Graylog / SIEM / Metabase or equivalent (Postbank already has this component)
- Business intelligence and management reporting
- Data retention management in line with regulations and compliance requirements

### **3.11 Data Layer**

Data management and insights enablement layer, supporting data-driven decision-making and regulatory reporting.

This layer includes the following:

- Transaction data stores
- Customer data repositories
- Metadata catalogues
- Data warehouse / lakehouse
- Analytics pipelines and data products
- Master data management
- Real-time and batch data feeds
- Data lineage tracking

- Integration into other data facilities or solutions in Postbank including the analytics platform integration.

#### 4. MVP1 SCOPE AND PHASED IMBS IMPLEMENTATION

Having regard to the full target-state Integrated Modern Banking System (IMBS) architecture for Postbank, this section now describes components of the MVP to be implemented within the first year of the commencement of the project.

MVP 1 aims to address urgent business and risk priorities and to align with the Board IT Committee’s risk appetite. Thus, Postbank will adopt a phased implementation approach with a strong focus on a Minimum Viable Product (MVP 1) in Year 1.

MVP 1 is intended to provide a 'bank-in-a-box' capability that stabilises and modernises core customer-facing and transaction-processing capabilities, particularly for high-priority segments such as SASSA and social grant beneficiaries, while laying a scalable foundation for subsequent phases of IMBS rollout.

This bid is therefore about the procurement of IMBS MVP 1 solution (outlined in Figure 2 below) which, over time, will be enhanced/ evolved to provide the target complete solution described in Figure 1 above.

#### 4.1 MVP 1 Prioritized Components

Having regard to Figure 1 above, Figure 2 below provides a diagrammatic illustration of prioritized MVP 1 features highlighted in green that the required solution must meet and provide.



Figure 2 - Highlighted prioritized MVP 1 components to be provided.

It should be noted that the data layer (layer 11 in Figure 2 above) comprises components of solutions already existent in Postbank, and bidders should therefore ensure that their solution integrates into those existing solutions and feeds them data or extract data from them as required. The solutions to be provided as part of MVP 1 must already possess capabilities enabling the storing of data for analytical or business intelligence purposes and over and above that, the solutions must then feed relevant required data from their inherent repositories to the bank's global data stores as described or listed in layer 11 of Figure 2 above.

For MVP 1, the following IMBS layers and components are prioritised and must be included as part of the initial solution scope, either as fully implemented modules or as clearly defined, ready-to-activate services within the proposed platform:

- **Experience Layer (Channels Layer):** Customer-facing layer enabling digital engagement, providing consistent, seamless user journeys across all touchpoints. This includes Mobile App, USSD, Web, retailer or agent portals, call centre interfaces where applicable, and ATM/ POS interfaces. The mobile app must support configuration of Postbank corporate colours and branding (white-label/ theming capability) so that the user experience conforms to Postbank's corporate identity.
- **Business Rules Engine (Decision Layer):** Centralised configuration and product logic, ensuring agility, compliance and fast adaptation to business needs. This includes rules for fees and limits, channel behaviour logic, transaction routing rules and fraud/ AML rule triggers.
- **Integration and API Layer:** Digital backbone connecting systems within IMBS and external partners, enabling secure, scalable and standardised communication. This includes API marketplace capabilities (internal and partner/ fintech API portal) and API security management.
- **Customer Management Layer (360 Single View):** A unified customer data and identity framework, providing a single source of truth for customer identity and profiles. This includes customer master data, KYC status, authentication profiles and device binding.
- **Orchestration Layer (Workflow Engine):** The business 'process brain' that coordinates multi-step business flows, automating processes and improving operational efficiency. This includes the workflow engine itself, customer journeys (such as onboarding, PIN reset and profile updates) and exception handling.
- **Onboarding and KYC Layer:** Secure and compliant customer identity verification, enabling efficient, compliant onboarding across all channels. This includes DHA integration, biometrics (fingerprint and facial) and digital onboarding flows.
- **Payments and Switching Layer:** The real-time transaction processing engine, supporting secure and scalable financial transactions. This includes ISO 8583 and/ or ISO 20022 switching, transaction routing, ATM/ POS/ e-commerce integration, card issuing and lifecycle management, cardless transactions, and payments, clearing and settlement. Postbank already has this solution component and bidders' solution is required to be integrated through APIs preferably) into this solution component.
- **Product and Accounts Layer (Mini-core):** A flexible product factory and lightweight account support layer, enabling rapid product rollout without requiring immediate replacement of the existing core banking system. This includes configuration of products, pricing and bundling and associated account support functions for channels. Postbank has Flexcube Universal Banking System (UBS) for core banking capabilities. The bidders'

solution is expected to integrate into UBS for General Ledger and other account management-related functional requirements.

- **Risk, Fraud, AML and Compliance Layer:** Monitoring, decisioning and regulatory enforcement, protecting Postbank and ensuring alignment with SARB amongst other regulatory requirements, FIC, PCI DSS and AGSA requirements. This includes AML transaction monitoring, PEP and sanctions screening, fraud analytics, device fingerprinting and alerting, with supporting case management.
- **Reporting, Audit and Observability Layer:** Operational visibility and audit readiness, supporting monitoring, reporting and regulatory obligations. This includes settlement reports, Graylog/ SIEM or equivalent logs (Postbank already has Graylog enabled and the solution must be able to feed all its logs onto Graylog), operational dashboards and other reporting capabilities required for audit and regulatory purposes.
- **Data Layer:** Core data management and insights enablement, including transaction and customer data repositories, metadata catalogues, data warehouse or lakehouse structures and analytics pipelines to support business intelligence and regulatory reporting. Postbank currently uses Metabase as its data lake and the bidders' solution must integrate into Postbank's existing data layer solution components.

These MVP 1 components collectively provide the minimum platform required to support the end-to-end customer journey described in section 5 below, from initial customer identification and onboarding through to live transaction processing, monitoring and reporting.

## 4.2 Future Phases and Remaining Components

The remaining or more advanced IMBS components that are not strictly required for MVP 1 will be implemented in subsequent phases after MVP 1 has been successfully deployed and stabilised in production. Bidders must therefore:

- Clearly distinguish in their proposals between MVP 1 scope (Year 1) and subsequent phases.
- Demonstrate how their architecture and licensing model supports incremental activation of additional IMBS capabilities without major rework.
- Provide a high-level roadmap and indicative timelines for extending the MVP 1 platform to the full IMBS target state; and
- Ensure that the design choices made for MVP 1 do not create technical debt or lock-in that would hinder future expansion.

## 4.3 MVP 1 Business Products Requirements

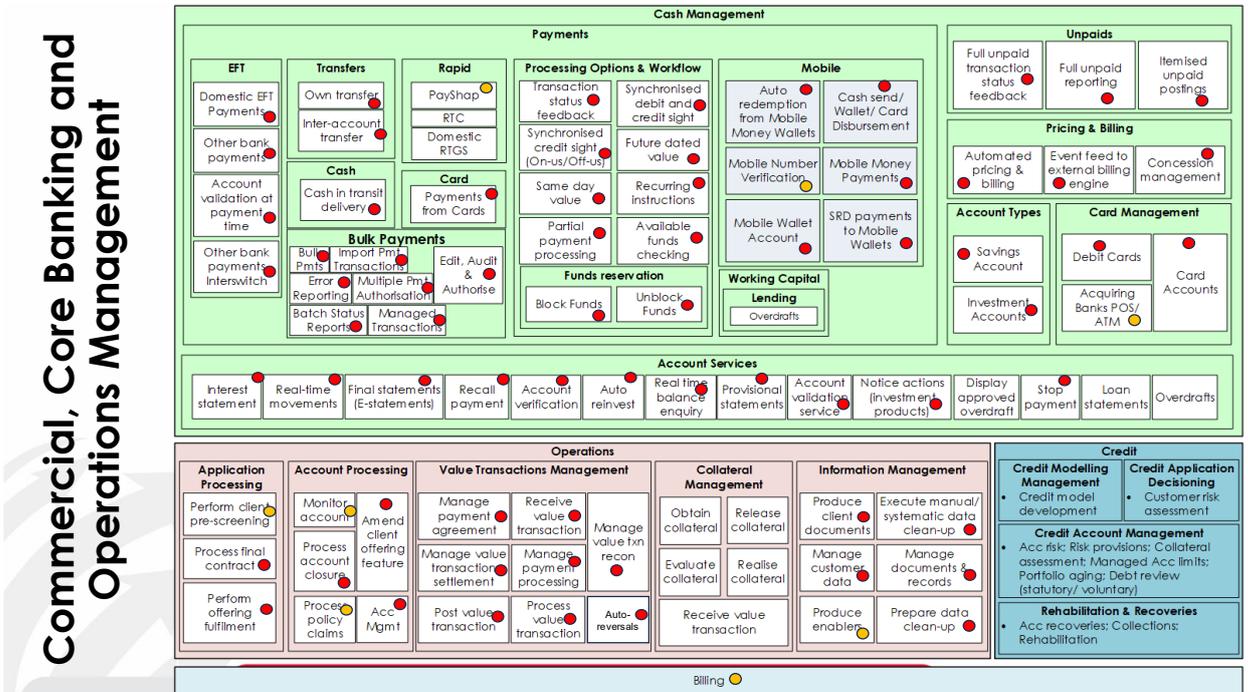
In MVP1, the IBMS must be able to support the following business prioritized products:

- Transactional Accounts
- Savings Accounts
- Insurance products
- VAS
  - Airtime/ Data

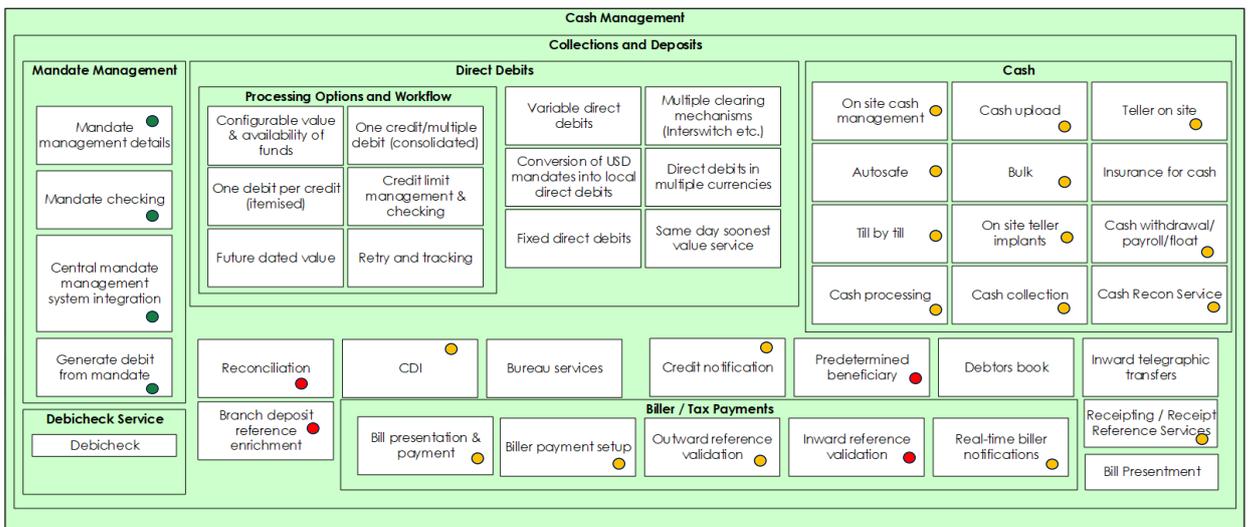
- Electricity
- Others
- Fit-for-purpose products and Value-Added Services for government entities

#### 4.4 MVP 1 Functional Capabilities

Capabilities that the bidder's solutions must support are shown as dots in Figure 3 below.



#### Commercial, Core Banking and Operations Management continued...



# Channel Support, HR, Finance Support, SCM, Risk and Compliance

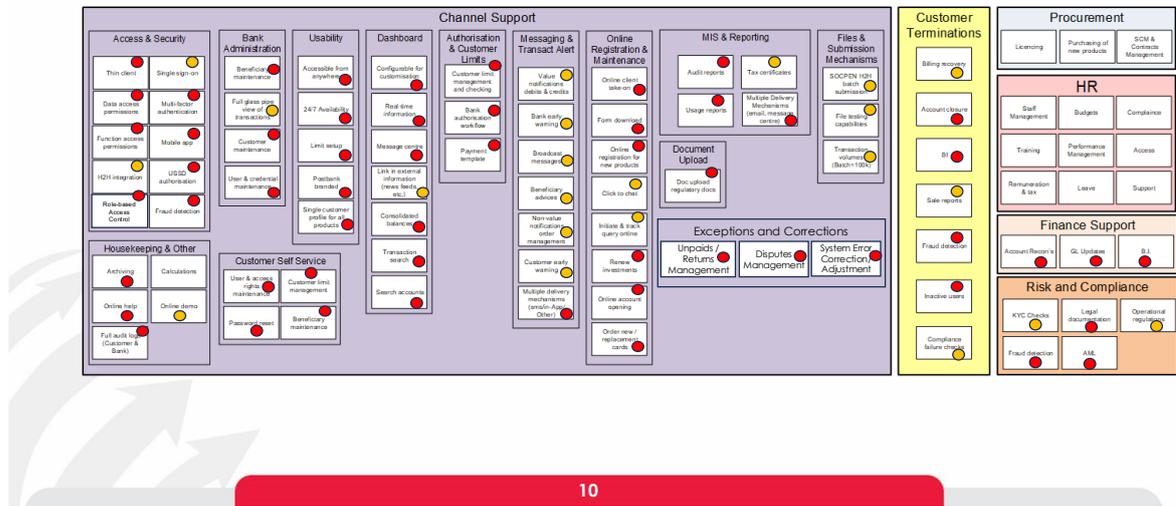



Figure 3 - Complete list of all IMBS capabilities and contrasted against MVP 1's Requirements

The colour-coded dots (circles) shown in Figure 3 above refer to the MVP 1 capabilities the bidders' proposed solution must have. The red dots represent capabilities which must be inherent on IMBS MVP 1 proposed solution, and the amber dots represent the required capabilities that IBMS will be the aggregator for and interface into other dedicated systems existent in the bank (in other words, IMBS is not expected to inherently have the full capability for the amber dot capabilities). However, IMBS is expected to interface into other systems existent in the bank providing those capabilities, but those capabilities must be exposed on IMBS). The dark green dot for MVP 1 represents the requirement for IMBS to display DebiCheck mandates sent to customers so they can authorize them through the self-service interface (e.g., mobile App) of IMBS.

The evaluation of proposals will take into account both the strength and completeness of the MVP 1 solution and the credibility and practicality of the bidder's roadmap for achieving the full IMBS vision over time

## 5. HIGH-LEVEL EXPLANATION OF POSTBANK'S END-TO-END CUSTOMER JOURNEY

MVP 1 required must enable the high-level customer journey described in the sections that follow.

### 5.1 Customer Onboarding-to-Transaction Journey Overview

This section explains, in business and technical terms, how a customer moves from first being identified for onboarding to actively transacting, and how the IMBS layers and

components work together end-to-end. It is intended to give bidders, architects and business stakeholders a common view of how it all hangs together within the IMBS ecosystem.

### 5.1.1 High-Level Journey Stages

1. **Customer Identified and Engagement Triggered:** Customer is identified as a prospect (for example, SASSA beneficiary, Postbank branch visitor, digital campaign lead, walk-in at Post Office, or referral) and is invited to open an account.
2. **Digital / Assisted Onboarding Initiation:** The customer starts the onboarding process via mobile app, web, USSD, call centre, or assisted onboarding at a branch, agent or retailer.
3. **Identity, KYC and Risk Assessment:** The customer's identity is captured and verified; KYC, sanctions and risk checks are performed.
4. **Product Selection, Account Setup and Credentialing:** Appropriate products are recommended or selected, an account is created, limits and fees are applied, and credentials (PIN, passwords, device binding) are issued.
5. **Activation and Transaction Enablement:** The account and associated instruments (for example, card, digital wallet, USSD profile) are activated and the customer can start transacting.
6. **Ongoing Monitoring, Analytics and Compliance:** All activity is monitored for fraud/ AML and customer complaints, logged for audit and surfaced via dashboards and reports.

### 5.1.2 Layer-by-Layer Flow from Onboarding to First Transaction

Below, each stage of the journey is mapped to the IMBS layers and components defined in the IMBS architecture, including the Experience Layer, Customer Management Layer, Onboarding and KYC Layer, Product and Accounts Layer, Payments and Switching Layer, Risk/ Fraud/ AML and Compliance Layer, Integration and API Layer, Data Layer and Reporting/ Audit/ Observability Layer.

This flow should be used by bidders to demonstrate how their proposed components support each step of the customer journey, from initial identification and onboarding through to live transaction processing and ongoing monitoring.

### 5.1.3 How This View Should Be Used by Bidders

- **Architecture and Design:** Bidders must ensure their proposed modules clearly indicate how they plug into each relevant layer and step of this flow (for example, where their workflow engine sits, how their switch integrates or their solution will use the existing Postbank switch to integrate with Product and Accounts and Risk/ Fraud components).
- **Implementation Planning:** This flow serves as a reference for defining end-to-end use cases, integration points and test scenarios, from first identification to first successful live transaction.

- **RACI and Ownership:** Internal teams can use this view to assign ownership per layer and per journey step (for example, Channels team, Fraud team, Data and Reporting team).
- **Future Extensions:** New products, channels or rails should be designed by mapping them onto this same layered flow to maintain architectural consistency and simplify governance.

## 6 IMPLEMENTATION REQUIREMENTS

Notwithstanding Postbank's requirement for out-of-the-box implementation and enablement within 3 to 12 months, preferred bidders must provide:

- A full project and implementation plan of MVP 1 capabilities and methodology roadmap.
- Data migration approach (from Postilion and other systems).
- Integration plan with UBS/ Core Banking System.
- Testing strategy (UAT, SIT, Performance Testing).
- Go-live strategy (big-bang and/ or phased options).
- Knowledge transfer and skills development.
- Full support (functional, technical, design (UX) and DevSecOps) with capacitation of Postbank's staff to eventually enable full handover and management and solution configuration by Postbank.

Postbank places significant value on early time-to-market for MVP 1 and the rapid stabilization of customer-facing and transaction-processing services. Bidders are therefore expected to propose an implementation approach and phasing that enables an accelerated but realistic go-live for MVP 1, supported by a detailed and credible project plan, including key milestones, dependencies, resource requirements and risk mitigations.

## 7 TECHNICAL ARCHITECTURE REQUIREMENTS

The IMBS platform must:

- Be cloud-native or cloud-ready.
- Support AWS South Africa availability zones.
- Be deployed on Postbank's AWS tenancy.
- Use microservices or modular architecture.
- Ensure high availability (> 99.9%).
- Capable of processing high volumes of transactions concurrently and in totality within a given period. Therefore, bidders are to provide confirmation of the maximum volume of transactions their solution can handle concurrently and overall.
- Offer built-in observability and monitoring.
- Be API-driven/ enabled for critical banking functions.
- Be easy to integrate.

The IMBS platform must be deployed primarily on Amazon Web Services (AWS) in the South Africa region for production and High Availability (HA). Postbank will not consider proposals that require primary hosting and HA on any other cloud provider or on-premises data centre.

The only time hosting on other providers will be considered is to provide Disaster Recovery (DR) facilities for ensuring IT continuity and compliance with regulatory requirements.

## 8 INFORMATION SECURITY REQUIREMENTS

The IMBS MVP 1 solution must comply with Postbank's information security policies and relevant regulatory and industry standards. The following security requirements are mandatory and apply to the IMBS platform, its components and the underlying AWS hosting environment:

- Compliance with all applicable South African legislation and regulations relating to information security, privacy and financial services, including POPIA, the Financial Intelligence Centre Act (FICA) where applicable and SARB IT Risk guidelines.
- Compliance with PCI DSS requirements for any components that store, process or transmit cardholder data, and PCI PIN requirements where PIN data is handled.
- Alignment with ISO/ IEC 27001 (information security management) at an organisational and/ or platform level, or a clear roadmap and timeline to achieve equivalent certification.
- Implementation of strong encryption for data at rest and in transit, including use of industry-standard cryptographic protocols (for example, TLS 1.2 or higher for data in transit and strong encryption for databases, file stores and backups).
- Robust identity and access management, including role-based access control (RBAC), least-privilege access, segregation of duties and multi-factor authentication (MFA) for privileged accounts.
- Comprehensive logging, monitoring and alerting for security-relevant events across all IMBS components, with integration to Postbank's SIEM or equivalent for real-time threat detection and incident investigation.
- Documented vulnerability management and patching processes, including regular vulnerability scanning, remediation of high and critical issues within defined timeframes and support for periodic third-party penetration testing.
- Secure software development lifecycle (SSDLC) practices for any custom development, including code review, static and dynamic application security testing (SAST/ DAST) and secure configuration management.
- Documented incident response and breach notification procedures, aligned with Postbank's internal processes and applicable regulatory obligations, including clear roles, responsibilities and communication paths.
- Network security controls for the AWS environment, including appropriate network segmentation, security groups, web application firewalls (WAF) where applicable and protection against common attacks such as DDoS.
- Business continuity and disaster recovery measures to ensure resilience and availability of the IMBS platform, including defined recovery time objectives (RTOs) and recovery point objectives (RPOs) and regular testing of failover and recovery procedures.
- EMV Tokenisation and EMVCo standards for virtual cards to ensure that digital transactions are as secure as physical, chip-based transactions.
- Data minimisation and purpose limitation mechanisms (collection only for defined purposes).
- Consent management for customer information where applicable.
- Data subject request support (access, deletion, correction) aligned to Postbank processes.

- Encryption and pseudonymisation capability (where feasible).
- Prevention of unauthorised disclosure and restricted access to customer data.
- Processing limitations and lawful basis support.

## **8.1 PIN Management, Cryptography, and HSM Integration Requirements**

### **8.1.1 PIN Capture and Protection**

- The solution must support secure PIN management for customer-initiated PIN capture, change, reset, and verification processes.
- The solution must ensure that the customer PIN is never stored, logged, or transmitted in clear text at any point within the solution landscape.
- Where a customer enters a PIN via a digital channel (e.g., mobile app, web, USSD-assisted flow, or assisted servicing), the solution must protect the PIN in transit using strong cryptography from the point of capture to the point of processing.

### **8.1.2 PIN Encryption and Key Management**

- The solution must provide an API-accessible cryptographic service/ component that can encrypt the PIN entered by the customer into an industry-standard PIN block format supported by Postbank's card processing environment.
- The solution must support hybrid session key encryption, whereby:
  - a session symmetric key (e.g., a Zone PIN Key (ZPK) or equivalent PIN-encryption key as applicable to the deployment) is used to encrypt the PIN/ PIN block; and
  - the session symmetric key exchange/ transport is protected using asymmetric cryptography (e.g., RSA/ ECC key wrapping), or an equivalent secure key establishment mechanism.
- The solution must support secure key lifecycle management, including generation, rotation, revocation, expiry management, dual control/segregation of duties, and audit logging.

### **8.1.3 HSM Integration**

- The solution must integrate with a Hardware Security Module (HSM) (Postbank-owned) to perform cryptographic operations required for PIN and sensitive card data handling.
- The solution must be capable of communicating with the HSM via secure interfaces/ APIs to perform, at minimum:
  - PIN block formation/ translation (where applicable)
  - PIN encryption/ decryption and PIN verification support (as required by the issuer processing model)
  - Key wrapping/ unwrapping and key translation (where applicable)
  - Encryption/ decryption of other sensitive values required by digital issuance
- All cryptographic operations and key handling must be performed in compliance with PCI requirements applicable to the service (e.g., PCI PIN Security and PCI DSS, where relevant), and must support evidencing/ audit outputs.

#### 8.1.4 Digital Card Creation and CVV2 Handling

- When digital card creation is initiated (e.g., via mobile app or other digital channel), any CVV2/ CVC2 value generated or handled by the solution must never be transmitted or stored in clear text.
- The solution must transmit CVV2 to downstream APIs/ services only in encrypted form, using strong encryption and approved key management procedures.
- The solution must support HSM-backed encryption/ decryption (or equivalent HSM-backed cryptographic processing) for CVV2 handling where Postbank's architecture requires it.

#### 8.1.5 Auditability and Security Controls

- The solution must provide audit logs for cryptographic events and sensitive operations (e.g., PIN-related operations, key lifecycle events, HSM calls), including timestamp, actor/ system identity, transaction reference, and outcome status.
- The solution must support role-based access control (RBAC), segregation of duties, and maker-checker controls for key and security administration functions.

### 9 REGULATORY COMPLIANCE AND SUPERVISORY ALIGNMENT (MANDATORY)

The bidder's solution must support Postbank's regulatory obligations and supervisory expectations applicable to a regulated bank, including but not limited to:

- Prudential Authority (PA) requirements for banks and applicants (including governance, outsourcing risk management, IT risk and resilience);
- SARB National Payment System supervisory requirements (including audit readiness and evidence retention);
- Financial Intelligence Centre Act obligations (AML/ CFT/ CPF), including reporting enablement and audit trail evidence;
- FSCA conduct requirements where applicable, including customer treatment and complaints linkage;
- POPIA and PAIA alignment for lawful processing, record keeping, consent and disclosure controls;
- Cybercrimes Act alignment in respect of cyber incident evidence retention, forensic readiness and breach handling;
- Basel-aligned operational risk and IT controls (availability, integrity, traceability).

### 10 SERVICE LEVELS (SLAS)

The solution the preferred bidder must provide should conform to the following minimum required SLAs:

- **System Availability:** 99.9% monthly (because it will be hosted on Postbank's AWS tenancy providing HA as well).
- **Incident Response:** 15 minutes for critical issues.

- **Disaster Recovery:** Maximum 15-minute RTO and near-zero RPO.
- **Support Coverage:** 24/ 7/ 365.

There must also be provision for planned downtime (particularly after hours or on weekends or outside the business office hours) for maintenance windows.

## **11 PERFORMANCE AND AVAILABILITY REQUIREMENTS**

### **11.1 Capacity and performance sizing model (high-volume support)**

The bidder shall provide a capacity model showing how the solution supports high-volume processing for the in-scope journeys. The model shall state:

- maximum tested or reference throughput (TPS) per critical API/service
- Sustained vs burst capacity
- Daily volume assumptions
- Resource scaling approach
- Constraints/ bottlenecks and how they are mitigated.

### **11.2 Peak load handling and protection controls**

The bidder shall describe how the solution handles peak/ burst loads while protecting stability of downstream systems. The bidder shall specify:

- Rate limiting/ throttling controls
- Queueing/ back-pressure mechanisms (where applicable)
- Timeout and retry strategy
- Degradation behaviour (what happens when limits are reached).

### **11.3 Response time targets for real-time APIs**

For real-time services, the bidder shall commit to response time targets for key APIs under stated load assumptions, including maximum timeout values and dependencies/exclusions.

### **11.4 High availability architecture and single points of failure**

The bidder shall provide an HA architecture design showing redundancy at each critical layer (compute, application, data, network, security components). The design shall identify and address single points of failure, and describe how component failure is detected and handled.

### **11.5 Automated failover capability**

The bidder shall describe automated failover mechanisms for critical components (application and data services where applicable), including:

- Failover trigger conditions
- Expected failover time
- Impact on in-flight transactions
- How split-brain/ data integrity is prevented

## **11.6 Disaster Recovery (DR) architecture, RTO/ RPO and testing approach**

The bidder shall provide a DR design that includes physical/ region separation, data replication approach, backup/ restore, and DR runbooks. The bidder shall commit to RTO and RPO values for all critical components and data stores and describe DR testing frequency and governance.

## **11.7 Backup, retention and restoration controls**

The bidder shall specify backup schedules, retention periods, encryption of backups, restoration procedures, and restoration validation steps.

## **11.8 Monitoring, observability and alerting**

The bidder shall describe monitoring and observability capabilities, including metrics, logs, traces, alert thresholds, and escalation paths. The bidder shall identify how availability and performance are monitored and reported.

## **11.9 Operational support model and incident management**

The bidder shall provide an operational support model, including support hours, severity levels, response and resolution targets, escalation procedures, change management approach, and maintenance window practices.

## **11.10 Resilience during external dependency downtime (including DHA)**

The bidder shall describe resilience mechanisms for upstream dependency outages (e.g., DHA downtime), including caching/ queueing/ retry logic, controlled fallback procedures, and audit trail requirements. The bidder shall clearly state what services can proceed during dependency outages and under what controls.

## **11.11 Evidence and references**

The bidder shall provide evidence that the proposed solution has been deployed in comparable environments (financial services or similarly regulated environments) at comparable scale and availability requirements.

## **12 TRAINING AND SKILLS TRANSFER**

The preferred bidder must deliver:

- End-user training.
- Administrator and DevOps training.
- Knowledge transfer to internal Postbank teams.
- Full documentation for all platform components.

## **13 GOVERNANCE AND REPORTING REQUIREMENTS**

The preferred bidder must provide:

- Daily, Weekly or Monthly system health check reports.
- Monthly security and cyber threat reports.
- Fraud and AML performance dashboards.
- Audit logs exportable to Graylog or equivalent.

## **14 BIDDER ELIGIBILITY REQUIREMENTS**

The preferred bidders must:

- Demonstrate experience implementing IMBS solutions or equivalent large-scale digital banking platforms at scale.
- Provide at least two banking or financial-services client references (local or international). It will be advantageous if the references refer or relate to the solution the bidder is proposing for Postbank.
- Demonstrate PCI DSS and ISO 27001 compliance (organisation and/or platform, as applicable).
- Show financial stability, including evidence of long-term viability to support Postbank over the contract period.
- Demonstrate proven experience designing, deploying and operating production-grade banking or financial services workloads on Amazon Web Services (AWS) preferably in the South Africa region.
- Provide the proposed project team and their proposed roles in the project.
- Provide clear implementation plan and methodology along with associated timelines.
- Provide a clear and neatly ordered cost breakdown.

### **14.1 Preference for Single-Vendor Integrated Solution**

Postbank's strong preference is to procure the IMBS solution as a cohesive, end-to-end platform from a single prime vendor, rather than assembling the required components from multiple independent vendors or solutions.

The rationale for this preference includes:

- Clear end-to-end accountability for delivery, integration, performance and support.
- Reduced integration and interoperability risk across the IMBS layers and components.
- Simplified contractual, governance and service management structures.
- Improved time-to-market through pre-integrated, proven solution components.

Consortia or multi-bidder proposals will not be disqualified solely on that basis. However, such bids must clearly identify a single prime contracting entity that assumes full responsibility for overall solution delivery, performance, service levels, security and compliance. The prime bidder must also demonstrate robust governance, integration and issue-resolution mechanisms across all participating parties. The primary bidder must also provide proof that they are either the OEM or licensed to distribute or provide the solution to Postbank for the duration of the contract. However, it would be preferable that such proof be

accompanied by the primary or leading bidder's proven previous successful deployment of the proposed solution at a client.

## **14.2 Technical Operating Requirements**

Bidders are to provide full specifications covering the different technology stacks, of their solution's deployment requirements, and at a minimum to cover the following:

- Network efficiency requirements.
- Processing capacity requirements
- Operating system(s) supported
- Databases supported
- Storage requirements
- List of APIs available and short description thereof and clearly indicating which are published (bidder to expose) versus those the solution can consume (Postbank to expose)

## **14.3 Financial Capacity Requirements**

The bidder must show that it has the financial capacity to deliver the contract for its full term. Submit at least one of the following for the most recent financial year (if the latest year is not yet final, submit the prior year plus current year-to-date management accounts):

- Independently audited annual financial statements; or
- Reviewed annual financial statements signed by a registered auditor/ independent reviewer (where an audit is not required by law); or
- Signed annual financial statements by a registered accounting officer (for CCs/ SMEs), plus the latest 6-month management accounts; or
- A bank comfort/ credit letter (issued within 3 months of the closing date) confirming facilities or liquidity sufficient for this contract; or
- A parent/ holding company guarantee or deed of surety; or
- For joint ventures/ consortia: financials of the lead member, or a consolidated pack with any parent guarantees.

Bidders must kindly note the following:

1. Documents may be marked confidential and will be handled as such.
2. If the latest audit/ review is not yet final, submit the prior audited/ reviewed AFS and current YTD management accounts signed by the CFO/ FD.
3. Failure to submit at least one acceptable form of evidence will result in the bid being non-responsive.

## **15 EVALUATION CRITERIA**

Postbank will evaluate based on:

- Functional and capability fit (including mandatory requirements).
- Information security and compliance fit.
- Technical and operating requirements fit.
- Ability to provide local support.

- Architecture quality.
- Implementation methodology.
- Vendor track record.
- Financial capacity to deliver the solution throughout the contract.
- Bidder's client's signed and dated reference(s) on the bidder's client's company letterhead.
- Total cost of ownership.
- Evidence of the existence or proof of compliance against the mandatory capabilities required (e.g., screenshots or video footage showing menus/ features of the capabilities required or brochure covering all the mandatory required features).

## 15.1 Requirement Classification and Disqualification Rules

This specification differentiates between mandatory requirements and advantageous (optional) capabilities. Mandatory requirements represent the minimum acceptable scope and capability that bidders must provide in order to be considered compliant.

Unless explicitly labelled as "Preferred", "Advantageous", "Optional" or "Value-Add", all requirements set out in Sections 4 to 11 are to be treated as mandatory. This includes, but is not limited to, the component-level requirements in the MVP1 SCOPE AND PHASED IMBS IMPLEMENTATION (Section 4), security and compliance requirements, service levels, governance and reporting obligations, and vendor eligibility criteria.

Bidders must clearly indicate, in their response templates, whether each requirement is:

- (a) Fully Compliant as specified.
- (b) Partially Compliant (with a clear explanation and remediation plan); or
- (c) Not Compliant.

Postbank reserves the right to disqualify bids that do not meet all mandatory requirements, or that reflect material gaps in mandatory capabilities without an acceptable and clearly cost remediation roadmap. Advantageous (optional) capabilities will not be grounds for disqualification but will be scored positively as part of the evaluation of functional fit, architecture quality and overall value proposition.

## 16 SUBMISSION REQUIREMENTS

Bidders must submit:

- Technical proposal responding to the entire Bid Specifications document and each and every one of the stated requirements and has indicated pages of documents or sections where the evidence is documented.
- Architecture (solution, integration) diagrams including data models and narrative, including redundancy model, SPOF analysis, and failover sequence description.
- List of all available APIs the solution can expose/ consume.
- Detailed responses to each requirement by way of submitting a document confirming which of the MVP 1 prioritised items listed in Figure 4 the bidder's solution will provide and of these, which is inherently built-in and which require additional 3<sup>rd</sup> party solutions, and of the latter, bidders to indicate if their solution already come with those 3<sup>rd</sup> party components. Furthermore, the submissions to:

- Clearly distinguish in the proposals between MVP 1 scope (Year 1) and subsequent phases.
- Demonstrate how the bidder's solution architecture and licensing model supports incremental activation of additional IMBS capabilities without major rework;
- Provide a high-level roadmap and indicative timelines for extending the MVP 1 platform to the full IMBS target state;
- Provide confirmation that the solution supports VAS such as Airtime/ Data, Electricity, and Others.
- Furthermore, and likewise, bidders to submit detailed responses in response to capabilities depicted in Figure 5 above and earmarked for future phases confirming whether their solution has those components inherently built-in or would require 3<sup>rd</sup> party solution components, and whether those 3<sup>rd</sup> party components are already included in the future phases.
- Pricing proposal (Cost breakdown must be indicated).
- Project plan and timelines.
- Risk register and mitigation plan.
- Required portfolio of evidence (e.g., brochure, screenshot, video demo) covering all mandatory required MVP 1 capabilities.
- Capacity model document, sizing assumptions, and benchmark/ reference results (independent test report or client reference letter will also be acceptable).
- Technical design notes describing rate limiting, throttling, queueing/ back-pressure, retry policy, and degradation behaviour including API gateway/ config approach.
- Performance targets table (per API) stated load assumptions, and dependency/ exclusion notes.
- Failover design description stated failover time targets, and evidence of prior implementation (reference architecture or client reference).
- DR architecture diagram, RTO/ RPO table, DR runbook outline, DR test policy/ frequency, and last DR test evidence (summary report or attestation).
- Backup/ retention policy, restoration procedure, and sample restoration validation checklist.
- Monitoring/ observability architecture, sample dashboards/ metrics list, alerting and escalation matrix, sample monthly operational report template.
- Support SLA matrix (Severity 1 to say, Severity 4), escalation contacts/ paths, incident workflow, and maintenance window policy.
- Support and maintenance model including patch management, solution upgrade/ updates approach or strategy and how local support will also be provided.
- Resilience design note, retry/ caching approach, fallback control workflow, and audit log/ event capture description.
- Bidder's client(s)' references, at least two reference letters, including volumes, uptime/ SLA achieved, and deployment architecture summary or case studies that can be independently verified or are verified as such already.
- Any one acceptable form of the following Financial Capacity documents:
  - Audited AFS.
  - Reviewed AFS.
  - Signed AFS + 6-month management accounts.
  - Bank letter.
  - Parent guarantee/ surety.

- JV/ Consortium pack.
- PIN Management, Cryptography, and HSM Integration Approach covering the following:
  - A high-level security architecture diagram showing PIN/ CVV2 flow, crypto component/ API, and HSM integration points.
  - Supported PIN block formats and key types (without disclosing secret material).
  - Confirmation of PCI DSS and PCI PIN Security alignment and evidence of compliance (attestation/ certificates or audit letter summary).
  - Description of key management (generation, storage, rotation, dual control).
  - Description of HSM model supported (on-prem, hosted, cloud HSM) and interface methods.
  -

## 17 EVALUATION PROCESS

This section provides an overview of the structured approach Postbank will use as guideline and checklist to evaluate bidder submissions against the IMBS specification using the required bid submission documents such as technical proposals, architecture diagrams, evidence packs, references, and pricing schedules among others. The evaluation approach supports administrative compliance checking, mandatory compliance assessment (e.g., Sections 4 to 11), scored technical comparison, commercial/ TCO comparison, and reference checks.

### 17.1 Evaluation Rules

- **Mandatory requirements:** Unless explicitly labelled “Preferred/ Advantageous/ Optional/ Value-Add,” requirements in Sections 4 to 11 are treated as mandatory.
- **Compliance status:** Bidders must indicate each requirement as Yes to indicate they are Fully Compliant, or No for Not Compliant. Where the bidder wishes to indicate partial compliance, they can add the comments in the Remediation Plan section and refer Postbank’s evaluators to additional references or comments on related impact to timeline and cost.
- **Evidence-based assessment:** Compliance and scoring must be supported by documented evidence (architecture diagrams, product technical specifications, security policies, case studies, reference letters, screenshots/ brochures/ video stills).
- **Disqualification approach:** Material gaps in mandatory requirements with no acceptable remediation may lead to disqualification. Optional items may increase score but cannot disqualify.
- **Document labelling:** All submissions must be clearly labelled and indexed in accordance with the requirements outlined in this RFP. Documents must be numbered and given proper naming conventions to ensure ease of review and identification.

### 17.2 Phase 1 - Evaluation Workflow

- **Section 1 - Administrative compliance:** BEC will check submission completeness and mandatory returnables.
- **Section 2 - Mandatory compliance assessment (paper-based):** BEC will evaluate Sections 4 to 11 using bidder evidence.

**17.3 Phase 2 - Advantageous capabilities**

**17.4 Phase 3 - Scored technical evaluation**

**17.5 Phase 4 - Commercial evaluation**

**17.6 Phase 1**

**17.6.1 Section 1 - Administrative Compliance Checklist (Pass/ Fail)**

Bidders who do not comply with the requirements will be disqualified.

<b>Item</b>	<b>Provided (Y/ N)</b>	<b>Compliant (Y/ N)</b>	<b>Evidence ref (doc/ page)</b>	<b>Notes</b>
<b>Technical proposal responding to the entire Bid Specifications document and each and every one of the stated requirements and have indicated pages of documents or sections where the evidence is documented</b>				
<b>Architecture diagrams</b>				
<b>Requirement-by-requirement compliance response (Full/ Partial/ Not)</b>				
<b>Pricing proposal incl. cost breakdown / TCO</b>				
<b>Project plan and timelines</b>				
<b>Risk register and mitigation plan</b>				
<b>MVP1 evidence pack (screenshots/ brochure/ video stills)</b>				
<b>Financial capacity documents (acceptable form)</b>				
<b>Signed reference letters on client letterhead</b>				
<b>Security submission: PIN/ CVV2/ HSM approach + security architecture diagram</b>				
<b>2 signed reference documents on the client's letterhead OR a list of at least two (2) contactable clients where the solution was implemented and Postbank may contact for verification purposes</b>				

**17.6.2 Financial Capacity / Due Diligence (Paper-Based)**

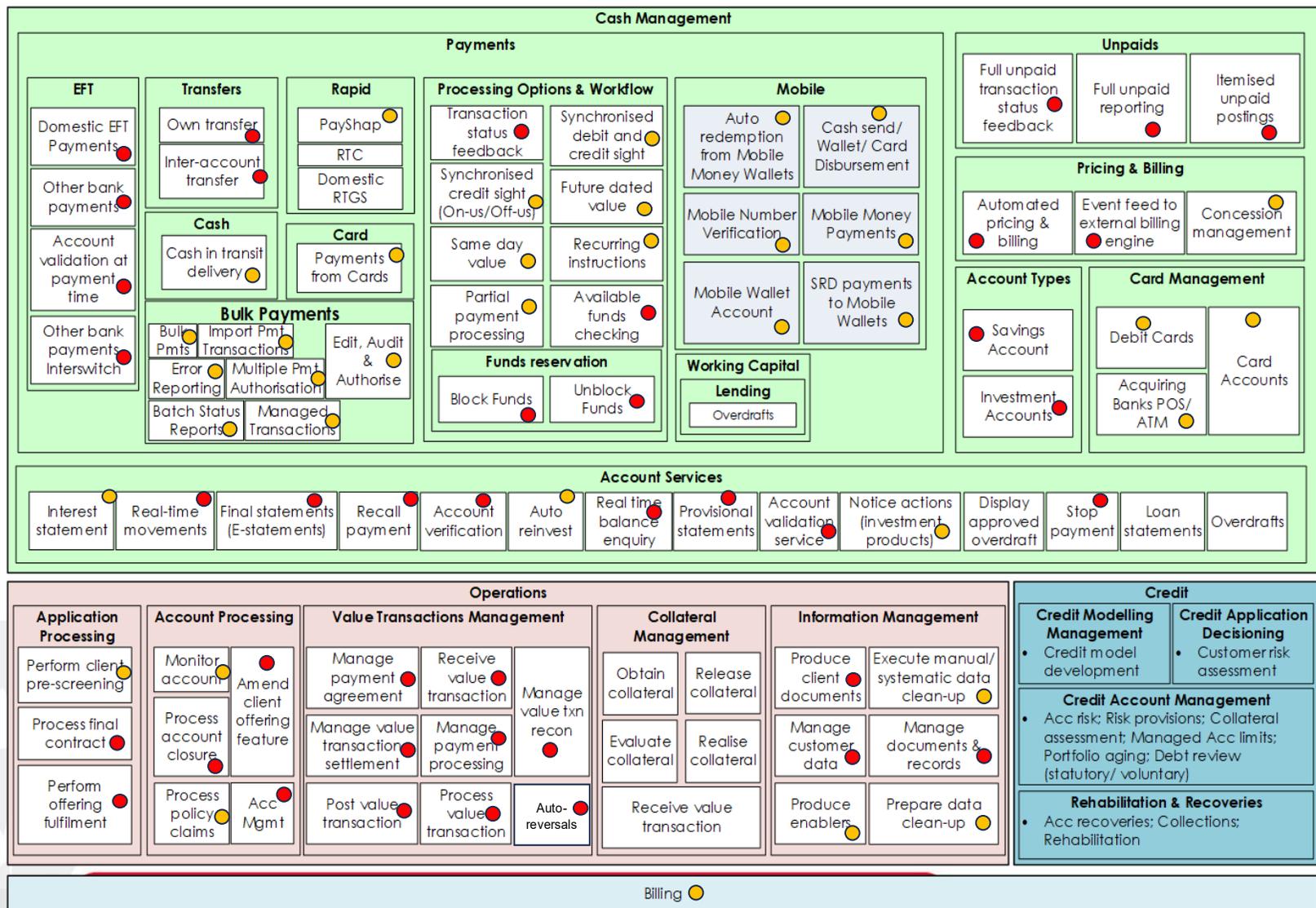
Check	Evidence reference	Pass/ Fail	Notes
Confirm proof of delivery capacity over contract term by providing either an Audited/ Reviewed/ Signed AFS or acceptable alternative, or Bank letter / parent guarantee / surety (if used) or Insurance / indemnities			
Consortium/ JV pack and responsibilities (if applicable)			

**17.6.3 Section 2 - Mandatory Compliance Assessment (Paper based): Capability confirmation**

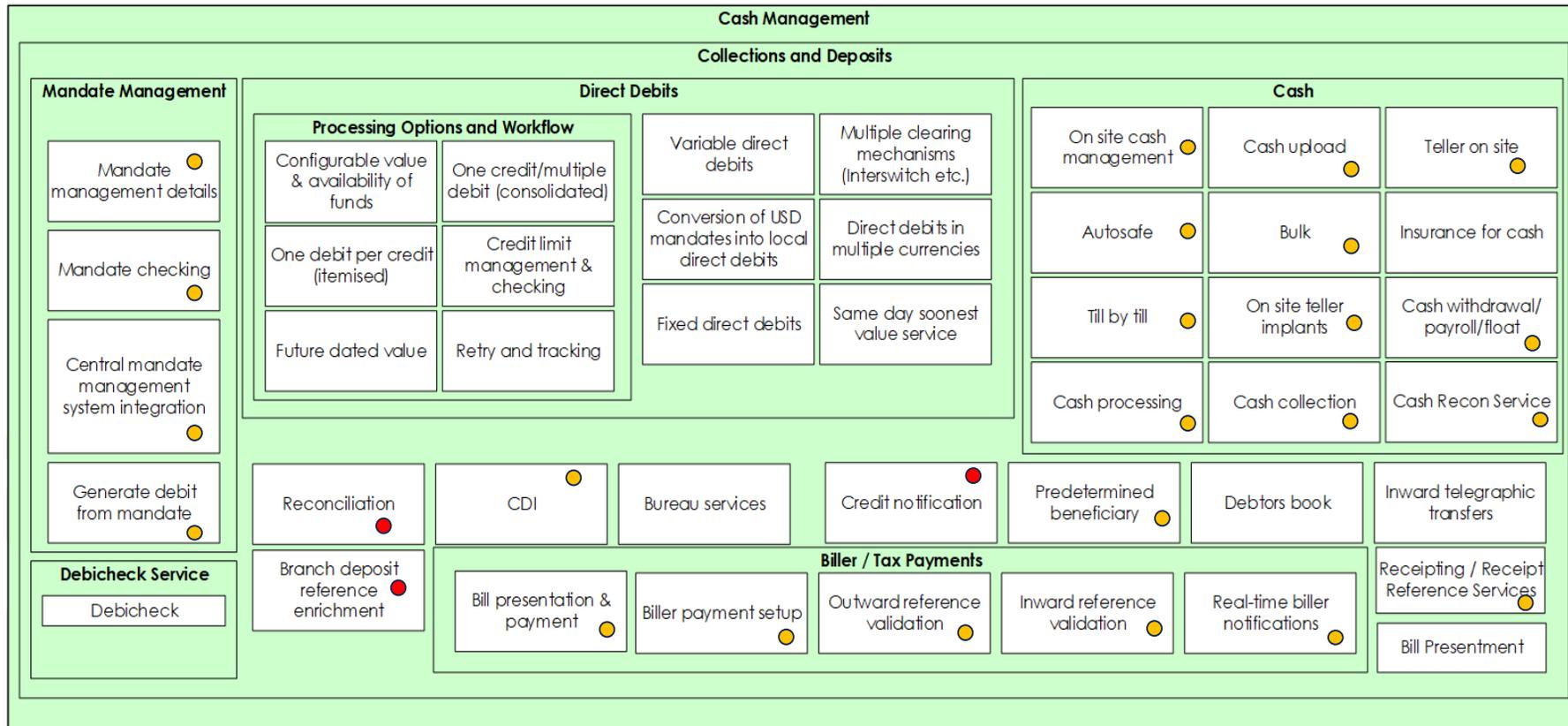
All items with dots as shown in Figure 3 above are required. However, Figure 6 below clarifies the mandatory requirements which all bidders' proposed solutions must already have capabilities for versus those (marked in amber) that will be advantageous to bidders if they do have.

- **Bids must comply with the following submission requirements shown as red dots in Figure 6 below by confirming in section 17.6.3.1 item 1 whether their solution complies with each of the red dot items in Figure 6 below and that their solution inherently has those capabilities available and fully meets the requirement.** And if the bidder's solution does not fully comply, bidders are to indicate which of the red dots capabilities their solution does not inherently have capabilities for and would require a plug-in or integration with a 3<sup>rd</sup> party solution that the bidder will also provide as part of their bid submission to ensure that their solution fully provides all the total capability coverage required marked with the red dot.
- **Failure to comply with all the requirements (inherently or through augmentation/ supplementation with 3<sup>rd</sup> Party solution components) will result in disqualification**

# Commercial, Core Banking and Operations Management



# Commercial, Core Banking and Operations Management continued...



# Channel Support, HR, Finance Support, SCM, Risk and Compliance

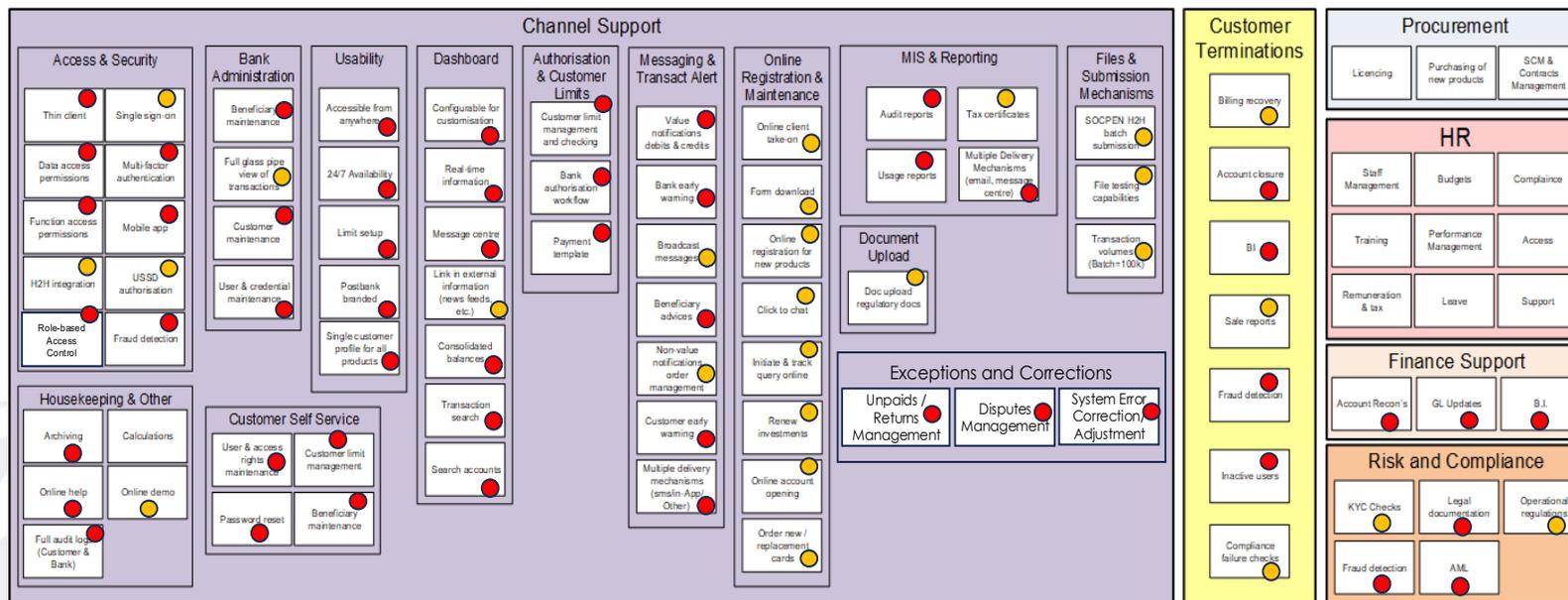


Figure 6 - Mandatory criteria requirements shown as red dots.

### 17.6.3.1 MVP1 Scope and phased IMBS implementation (Section 4)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

Item#	Control point	Bidder response ref	Evidence (Y/N)	Status (F/P/N)	Evaluator notes / gaps
1	MVP1 modules/ capabilities fully covered as shown in <b>Figure 6 above</b> - Proof must be outlined in the Technical proposal document, confirming the bidder's solution coverage of each and every one of the red dots and indicate the pages or sections in the technical proposal document where the evidence is documented				
2	Integration with existing Postbank components (as required and in line with section 4.1 of the bid specification document above)				
3	Evidence for mandatory MVP1 features (screenshots/ brochure/ video stills) provided				
4	Subsequent development and enhanced capabilities as shown as amber/ yellow/ gold dots in <b>Figure 6 above – Provide IMBS</b> roadmap with scope clarity for Postbank to enhance IMBS in later phase project phases to get to those capabilities marked with amber/ yellow/ orange dots and indicate the pages or sections in the technical proposal document where the evidence is documented				

### 17.6.3.2 Implementation requirements (Section 5)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
Implementation methodology should include milestones, governance, deliverables among others				
Go live strategy/ approach (i.e., Cutover and migration approach to production)				
Implementation risk plan must include risk register and mitigations				
Local support capability and must indicate approach or method or plan on how onshore resources will be used and escalations must/ will/ should be done				
Training and skills transfer plan for Postbank staff or its representatives (either through 3 <sup>rd</sup> party service providers or consultants/ contractors) to be capacitated in managing, maintaining and supporting the solution				

### 17.6.3.3 Technical architecture requirements (Section 6)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
Outline how modular the bidders' solution architecture is and if there are any restrictions Postbank needs to be aware of if it plans to use some components and not the others (i.e., outline any separation of concerns from the bidder's end that may compromise the integrity of the solution proposed to Postbank)				

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
Outline how the bidder's solution promotes API-first integration for channels				
Describe/ outline the bidders' solution's integration patterns (sync/ async/ event/ batch) the solution supports				
Observability: describe the logs/ metrics/ traces and auditability the bidder's solution enables/ provides/ supports				
Outline or describe the environment strategy (DEV/ UAT/ PROD) and release controls the bidder wishes Postbank to observe				

#### 17.6.3.4 Information security requirements (Section 7)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
Describe how the bidders' solution supports Identity and Access Management (IAM)/ Role Based Access Controls (RBAC) and segregation of duties (where applicable)				
Describe how the bidders' solution supports/ enforces encryption in transit and at rest and key management				
Describe how the bidders' solution manages or handles PIN/ CVV2/ crypto component and outline the bidders' solution's HSM integration approach (provide a diagram for Postbank's ease of reference)				
Describe how the bidders' solution supports or enables Audit logging (which provides proof of who/ what/ when) and tamper resistance				

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
Describe how the bidders' solution should handle any identified vulnerabilities and how such reported incidents should be responded to (i.e., master switch deactivation function or something similar/ equivalent for when gross vulnerabilities to the solution have been detected to prevent a run or exploitation against the bank).				

### 17.6.3.5 Service Levels (SLAs) (Section 9)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
<p>Bidders must provide a signed commitment letter that they will adhere (for the duration of the contract period) to the following Performance requirements:</p> <p>That the solution can handle at least 50 million transactions a month</p> <ul style="list-style-type: none"> <li>• <b>Response Time:</b> Fast response times, with an average response time of &lt; 2 seconds.</li> <li>• <b>Throughput:</b> Processing high volumes of transactions, with a minimum throughput of 1000 transactions per second.</li> <li>• <b>Scalability:</b> Horizontal and vertical scalability to accommodate growing transaction volumes and customer base.</li> </ul>				
Bidders must provide a signed commitment letter that they will adhere (for the duration of the contract period) to the following SLA requirements:				

Control point	Bidder response ref	Evidence (Y/ N)	Status (F/ P/ N)	Evaluator notes / gaps
<ul style="list-style-type: none"> <li>• <b>System Availability: 99.9% monthly (because it will be hosted on Postbank’s AWS tenancy providing HA as well).</b></li> <li>• <b>Incident Response: 15 minutes for critical issues.</b></li> <li>• <b>Disaster Recovery: Maximum 15-minute RTO and near-zero RPO.</b></li> <li>• <b>Bidders confirm that their solution will provide DR environment as well.</b></li> <li>• <b>Support Coverage: 24/ 7/ 365.</b></li> </ul> <p>There must also be provision for planned downtime (particularly after hours or on weekends or outside the business office hours) for maintenance window.</p>				
Bidders to outline the Support model (hours, severity, response/ resolution targets) they will provide Postbank during the contract period				
Bidders should outline their solution’s DR model and must provide the respective Recover Time Objectives (RTO)/ Recovery Point Objectives (RPO) commitments their solution supports				
Bidders must provide an approach or plan or strategy on how they will manage the maintenance window and change management controls for their solution in production				

### 17.6.3.6 Governance and reporting (Section 10)

Indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

Control point	Bidder response ref	Evidence (Y/ N)	Status (F/ P/ N)	Evaluator notes / gaps
Bidders to outline the Governance model and reporting cadence for upgrades and/ or the management and implementation of patches to their solution				
Bidders must provide the Operational reporting and SLA reporting format their solution's performance can be monitored and/ or tracked through the dashboards				
Bidders should provide Postbank with an approach or plan for reporting on their solution's Compliance reporting that may be required by the different auditors				

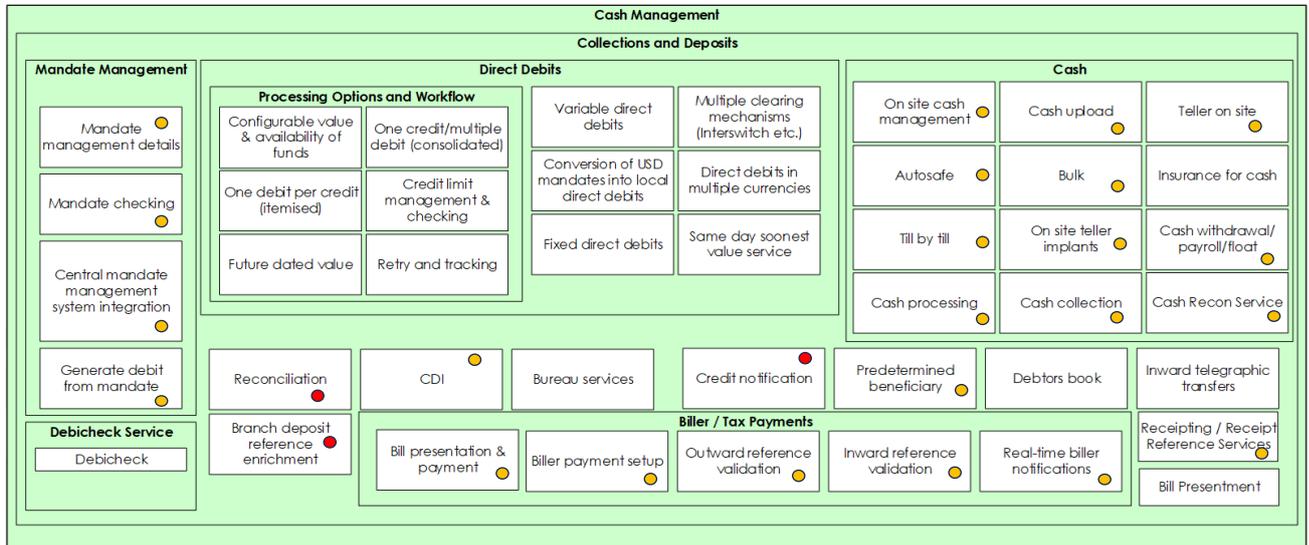
### 17.6.2.7 Mandatory TCO Requirements

BEC will use this to compare bidder pricing on a like-for-like basis and confirm assumptions (volumes, environments, users, SLA hours) are stated.

Cost component	COMPLY [YES/ NO]	Assumptions and inclusions	Notes / clarifications
Option 1 of solution ownership: Once-off implementation/ setup excluding maintenance and support costs			
Option 2 of solution ownership over 10 years: Licensing/ subscription excluding maintenance and support costs			
Maintenance and support costs per annum over 2 years initially (with the option to extend) and regardless of the solution ownership option chosen			



# Commercial, Core Banking and Operations Management continued...



# Channel Support, HR, Finance Support, SCM, Risk and Compliance

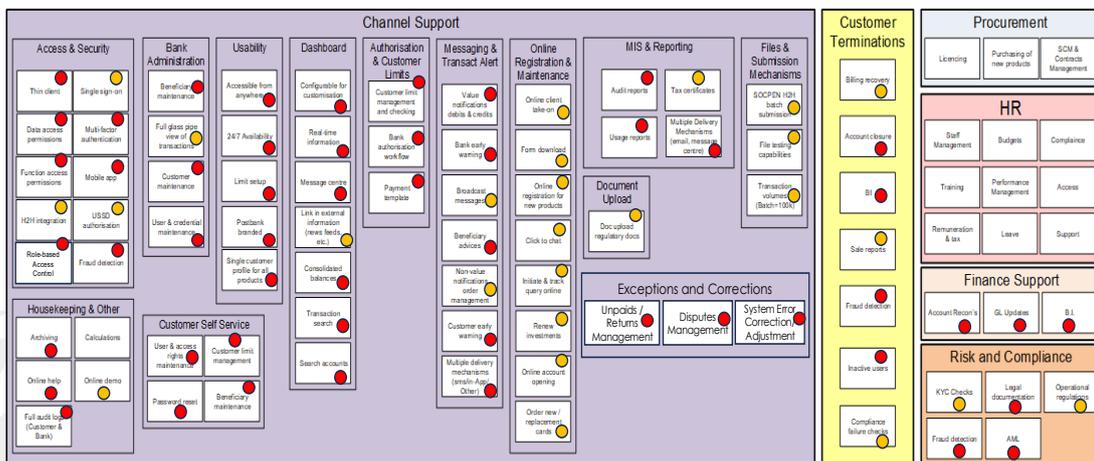


Figure 7 - Advantageous evaluation criteria capabilities shown as amber dots.

Bidders whose solutions support the following requirements will have an advantage and bidders are to indicate the pages or sections in the technical proposal document where the evidence is documented for the below:

NO.	SECTION REF	ADVANTAGEOUS REQUIREMENT	Evidence (Y/ N)	COMMENTS
1	<b>BIDDER ELIGIBILITY REQUIREMENTS</b>	Demonstrate proven experience designing, deploying and operating production-grade banking or financial services workloads on Amazon Web Services (AWS).		
2		Support and maintenance services details including the frequency of updates/ upgrades provided in the technical bid response		
3		Clearly indicate once-off versus recurring costs;		
4		Specify all underlying assumptions (for example, expected transaction volumes, number of active customers, or any scaling thresholds); and		
5		Identify any price escalations, indexation mechanisms or renewal terms that may apply over the TCO period.		
6		Bidder provided a roadmap clearly providing an explanation and plan for enabling or implementing the yellow dots as part of expanding IMBS capabilities/ functionality in Project Phase 2 implementation post MVP 1 enablement		

Control point	Bidder response ref	Evidence (Y/ N)	Status (F/ P/ N)	Evaluator notes / gaps
Local presence/ capability (if required)				
Financial capacity evidence				
<p>Track record and references (signed letters) and bidders are to note that Postbank requires two client references. It will be advantageous to the bidder if their reference(s) can provide additional information covering the below requirements:</p> <ul style="list-style-type: none"> <li>• Confirm solution deployed and modules used.</li> <li>• Confirm scale: daily volumes and peak throughput.</li> <li>• Availability achieved vs SLA, major outages.</li> </ul>				

<b>Control point</b>	<b>Bidder response ref</b>	<b>Evidence (Y/ N)</b>	<b>Status (F/ P/ N)</b>	<b>Evaluator notes / gaps</b>
<ul style="list-style-type: none"> <li>• Any security incidents and vendor response.</li> <li>• DR posture and DR test outcomes.</li> <li>• Support quality (response/ resolution).</li> <li>• Delivery quality vs plan (timelines, governance).</li> <li>• Would they reselect the vendor? Why/ why not?</li> </ul>				

<b>Cost component</b>	<b>Evidence (Y/ N)</b>	<b>Assumptions and inclusions</b>	<b>Notes / clarifications</b>
<b>Hosting/ infrastructure (if applicable) other than AWS hosting as Postbank has tenancy at AWS and will budget for AWS costs separately. Bidders are not to quote on AWS costs, but if there are any other hosting costs Postbank needs to be made aware of, bidders are to describe them here and provide costing thereof</b>			

### 17.8 Phase 3 - Scored technical evaluation

BEC will use the table below to evaluate the description and/ or (of) the functionality of the bidder’s solution outlined in the bidder’s technical response document to assess the extent to which the solution meets all the requirements outlined in the specifications document.

The bidders’ Technical proposal document will be read thoroughly by each BEC member, and they will individually score the description of the solution’s functionality/ capabilities in so far as they describe the extent to which the solution meets the bid specification requirements. Individual BEC members will interpret and score the technical response document and be guided by the following criteria:

Bidders must obtain a minimum of 75% out of 100% weight overall to proceed to the next phase of evaluation.

<b>Score</b>	<b>Interpretation (paper-based evidence)</b>
<b>0</b>	No response / Not addressed / Not supported by evidence
<b>1</b>	Poor – major gaps, vague response, weak evidence
<b>2</b>	Fair – partial coverage, material assumptions, limited evidence
<b>3</b>	Good – meets requirement, clear evidence, minor gaps
<b>4</b>	Very good – strong coverage, credible evidence, low risk
<b>5</b>	Excellent – best practice, proven at scale, strong evidence and low risk

<b>Criterion</b>	<b>Weight</b>	<b>Score (0 to 5)</b>	<b>Weighted score (score * weight)</b>	<b>Evidence reference</b>	<b>Notes</b>
<b>Functional and capability fit (incl. quality of coverage) Postbank requires a technical proposal document that covers all the required dots (red, amber) as shown in Figure 6 above confirming that the functionalities/capabilities are inherent (built-in) in the bidders solution and not available through additional plugins/ 3<sup>rd</sup> party solution components that the bidder and/ or Postbank must procure. Also, bidders are to provide a high-level description of the functionality or how their solution handles or performs those dots</b>	30%				
<b>Postbank requires a technical proposal document that explains at a high level how the bidder’s solution supports or enables Security and compliance fit (controls and auditability)</b>	20%				

<b>Criterion</b>	<b>Weight</b>	<b>Score (0 to 5)</b>	<b>Weighted score (score * weight)</b>	<b>Evidence reference</b>	<b>Notes</b>
<b>Postbank requires a technical proposal document that explains at a high level how the bidder's solution supports or enables Architecture quality (modularity, integration, scalability)</b>	15%				
<b>Postbank requires a technical proposal document that explains at a high level the bidder's Implementation approach (plan, migration, governance, risks)</b>	15%				
<b>Postbank requires a technical proposal document that explains at a high level the Operating model and local support for the solution</b>	10%				
<b>Postbank requires a technical proposal document that explains at a high level what features of the Vendor's solution they have deployed at their different clients</b>	10%				

## 17.9 Phase 4: Price and Specific Goals Evaluation

### Commercial – Price and Specific goals

The evaluation for Price and Specific Goals shall be based on the 90/10 PPPFA principle and the points for evaluation criteria are as follows:

EVALUATION CRITERIA		POINTS
8.1.1	PRICE	90
8.1.2	SPECIFIC GOALS	10
	Specific Goals points allocation:	
	<ul style="list-style-type: none"><li>Historically Disadvantaged Individuals/Company (51% and above)</li></ul>	5
	<ul style="list-style-type: none"><li>Women (above 51% and above)</li></ul>	3
	<ul style="list-style-type: none"><li>Disability (above 51% and above)</li></ul>	2

## 18 PRICING SCHEDULE

This section defines the standard pricing structure and total cost of ownership (TCO) view required from bidders, to enable Postbank to evaluate all qualifying bids on a consistent, like-for-like basis during the pricing evaluation stage.

### 18.1 Standard Pricing Structure and Cost Buckets

Bidders must structure their pricing proposals using the standard cost buckets defined below. All costs must be clearly itemised against these buckets in the prescribed Pricing and TCO Template (to be issued as an annexure to this specification):

- Software licences and/ or SaaS subscription fees (IMBS platform and related components).
- Implementation, configuration and customisation services (including project management and business analysis).
- Data migration and cutover services (including testing, reconciliation and validation).
- Integration and custom development (including APIs, middleware and any required adapters).
- Support and maintenance services (including SLAs, incident management and ongoing enhancements within scope).
- Training and knowledge transfer (end-user, administrator, DevOps and support teams).
- Optional or value-add modules and services (clearly identified as optional).

Bidders may add additional line items where necessary for clarity, but may not remove or repurpose the standard cost buckets. Any assumptions, dependencies or usage-based elements (for example, transaction volumes or user counts) must be clearly stated.

## 18.2 Multi-Year Total Cost of Ownership (TCO) View

The solution is expected to have a shelf-life of 10 years with minor, i.e., non-major, upgrades (if applicable) within the first 5 years. Ownership options of the required solution will either be through a once-off purchase for a perpetual license or through monthly subscriptions for up to 10 years. However, maintenance and support will, for now, be confined to two (2) years with the option to renew/ extend. Bidders are therefore, to provide costs for maintenance and support covering the maintenance and support contract period of 2 years. It will be advantageous though for bidders to provide an indication of maintenance and support costs covering up to 10 years.

To that end, bidders are required to provide a consolidated multi-year TCO view, using the prescribed Pricing and TCO Template, either for perpetual license ownership of the solution or over a minimum of five (5) years and up to ten (10) years for the subscription ownership model from contract award. The maintenance and support costs are to cover the first two (2) years regardless of the ownership model chosen by Postbank. Pricing for Years 1 to 5 must be those the bidder is willing to be contractually bound by should Postbank wish to accept such costs, and indicative projections must be provided for Years 6 to 10.

Bidders must complete Pricing schedule tables in full and submit it as part of their pricing proposal. Failure to complete the pricing schedule tables in accordance with the prescribed cost buckets and TCO horizon may render the pricing proposal non-comparable or non-compliant.

The TCO view must:

- Break down costs per year and per cost bucket;
- Clearly indicate once-off versus recurring costs;
- Specify all underlying assumptions (for example, expected transaction volumes, number of active customers, or any scaling thresholds); and
- Identify any price escalations, indexation mechanisms or renewal terms that may apply over the TCO period.

## 18.3 Mandatory vs Optional Pricing Components

Each pricing line item in the bidder's response must be clearly tagged as either:

- **Mandatory:** Directly associated with the mandatory functional, non-functional and compliance requirements set out in this specification, including MVP 1 scope; or
- **Optional / Value-Add:** Associated with additional features, modules or services that are not required for minimum compliance but may enhance the solution.

Optional or value-add items will not be considered in determining compliance with mandatory requirements and will not be used to disqualify bidders. However, they may be considered qualitatively during evaluation where they provide clear additional value and are competitively priced.

## 19. POSTBANK'S RIGHTS

### Postbank reserves the right to:

- Verify any information supplied.
- Not accept any quotation.
- Cancel or re-issue the tender at its sole discretion.
- Modify the RFP and request Bidders to re-bid on any changes.
- Withdraw, amend the RFP at any time without prior written notice and liability to compensate or reimburse any bidder.
- Reject any proposals submitted which does not conform to instructions and requirements which are detailed herein.
- Withdraw the RFP.
- Award a contract for only a portion of the proposed services which are reflected in the RFP.
- Negotiate scope.
- Enforce that all payments will be processed in ZAR.
- Conduct due diligence on the vendor (i.e., the bidder must comply with Postbank governance requirements relating to third-party engagements, including) and expects compliance with the following:
  - Subcontractor controls and approval;
  - Staff vetting requirements for privileged access;
  - Segregation of duties;
  - Right of audit by Postbank (e.g., Internal Audit, AGSA, regulators);
  - Mandatory cooperation during regulatory inspections, assurance reviews and forensic investigations;
  - Timely provision of evidence, logs, reports and attestations.

**SECTION 5**  
**PRICING SCHEDULE/COSTING MODEL**

1. The service provider/supplier is required to provide a full cost breakdown on an official company letterhead.
2. The service provider/supplier is required to list all additional costs associated with the services listed above, with the conditions of when such costs will apply.
3. All prices must be VAT inclusive (if VAT registered) and must be quoted in South African Rand (ZAR);
4. No price changes will be accepted after official Purchase Order (PO) is issued.

1. Option 1 – Once Off Costs (Postbank ownership of the solution)

1.1. Once-off purchase (perpetual license)

❖Item	❖Description	❖Once-Off Cost (VAT Excl.)
❖1	❖	❖R
❖2	❖	❖R
❖3	❖	❖R
❖4	❖	❖R
❖5	❖	❖R
❖	❖Sub Total	❖R
❖	❖VAT Amount	❖R
❖	❖Total Cost (Incl. VAT)	❖R

## 2. Option 2 – Subscription (SaaS-esque) Costs

Item		Description	Contract Period Costs (These amounts will be broken down into equal monthly costs so they are payable monthly) (VAT Excl.)									
Total Annual/ Yearly Costs			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
❖1	❖	❖Software licences and/ or SaaS subscription fees (IMBS platform and related components).	❖R	❖R	❖R	❖R	❖R	❖R	❖R	❖R	❖R	❖R
❖2	❖	❖	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖3	❖	❖	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖4	❖	❖	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖5	❖	❖	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖	❖	❖Sub Total	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖	❖	❖VAT Amount	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖	❖	❖Total Cost (Incl. VAT)	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖

Provide full details of the licensing model applicable in this subscription ownership model option, i.e., Postbank expects all capabilities listed as MVP 1 to be fully covered by the license given. Bidders are expected to list their licensing model relative to the IMBS capabilities shown in Figure 3 above.

### 3. General/ Implementation and Support and Maintenance Related Costs

#### 3.1 Project Implementation Costs – Once Off

❖Item	❖Description	❖Once-Off Cost (VAT Excl.)
❖1	Implementation, configuration and customisation services (including project management and business analysis)	❖R
❖2	Data migration and cutover services (including testing, reconciliation and validation)	❖R
❖3	Integration and custom development (including APIs, middleware and any required adapters)	❖R
❖4	Training and knowledge transfer (end-user, administrator, DevOps and support teams)	❖R
❖5		❖R
❖	❖Sub Total	❖R
❖	❖VAT Amount	❖R
❖	❖Total Cost (Incl. VAT)	❖R

### 3.2 Change Requests Fee Structure

Bidders are to provide their fee structure and/ or resource (type) costs for any additional change of scope development/ configuration requirements.

#### 3.2.1 Support and Maintenance costs 5 to 10 years

The initial contract period for support and maintenance will be two (2) years with the option for Postbank to extend should this be required. However, to enable budgeting processes for Postbank, it will be advantageous for bidders to provide maintenance and support costs, in the table below, beyond the initial contract period of 2 years to cover the entire expected solution shelf-life of up to 10 years.

❖Item		❖Contract Period Costs (These amounts will be broken down into equal monthly costs so they are payable monthly) (VAT Excl.)									
❖Description		❖Year 1	❖Year 2	❖Year 3	❖Year 4	❖Year 5	❖Year 6	❖Year 7	❖Year 8	❖Year 9	❖Year 10
❖1	❖Support and maintenance services (including SLAs, incident management and ongoing enhancements within scope)	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖

❖Item	❖Description	❖Contract Period Costs (These amounts will be broken down into equal monthly costs so they are payable monthly) (VAT Excl.)									
❖	❖Sub Total	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖	❖VAT Amount	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖
❖	❖Total Cost (Incl. VAT)	❖R	❖	❖	❖	❖	❖	❖	❖	❖	❖

Costs must not include Infrastructure and platform costs on AWS (compute, storage, networking and associated managed services) as Postbank has tenancy on AWS and will liaise with AWS directly in that regard.

The service provider warrants that the pricing quoted above is in line with the Specification and is free of any errors and omissions and that he/she is able to deliver the service on the quoted price.

**NAME OF DELEGATED SIGNATORY:** .....

**(PRINT)** in his capacity of

**DESIGNATION OF SIGNATORY:** .....

**(PRINT)** who warrants his authority to sign on behalf of

**SIGNATURE:**.....

**NAME OF BIDDER (COMPANY) :** .....

**DATE:** .....

**DECLARATION**

I, \_\_\_\_\_, hereby declare that the information provided above is correct and

that there is no misrepresentation of facts.

**SECTION 6**

**STANDARD BID DOCUMENTS (SBDs)**

**SBD 4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

**SBD 4**

2.2.1 If so, furnish particulars:  
\_\_\_\_\_

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 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<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

**SBD 4**

Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

---

<sup>2</sup> 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

**1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
  - (b) Specific Goals.

**1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	90
<b>SPECIFIC GOALS</b>	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

##### **80/20or90/10**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps=Points scored for price of tender under consideration

Pt=Price of tender under consideration

Pmin=Price of lowest acceptable tender

#### 3.2. FORMULA FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

##### **80/20 or 90/10**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

Ps=Points scored for price of tender under consideration

Pt=Price of tender under consideration

Pmax=Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged individuals (51% and above)	5	
Women (51% and above)	3	
Disabled (51% and above)	2	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm: .....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[Tick applicable box]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

<p>..... <b>SIGNATURE(S) OF TENDERER(S)</b></p> <p><b>SURNAME AND NAME:</b> .....</p> <p><b>DATE:</b>.....</p> <p><b>ADDRESS:</b>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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**SECTION 7**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government 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 government.

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

**TABLE OF CLAUSES**

1. Definitions
2. Application
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## **General conditions of contract**

### **1. Definitions**

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

- 1.21 “Purchaser” means the organisation purchasing the goods.
- 1.22 “Republic” means the RSA.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **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, SCC are also laid down to cover specific supplies, services or works.
- 2.3 Where such SCC 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 Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4 Standards**

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

## **1 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 security**

- 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 organisation acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the 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**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract.

The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10 Delivery and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents 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:
- 13.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4 performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- 13.1.5 training of the purchaser's personnel, at the supplier's plant and/or on-site, 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:
- 14.1.1 such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- 14.1.2 in the event of termination of production of the spare parts:
- 14.1.2.1 Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- 14.1.2.2 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 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 of 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 thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in rand unless otherwise stipulated in SCC.

## **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 authorised 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 supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **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:
- 23.1.1 if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2 if the Supplier fails to perform any other obligation(s) under the contract; or
  - 23.1.3 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1 the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2 the date of commencement of the restriction
  - 23.6.3 the period of restriction; and
  - 23.6.4 the reasons for the restriction.
- 23.7 These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.8 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24 Anti-dumping and countervailing duties and rights**

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

## **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.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.5.1 the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.5.2 the purchaser shall pay the supplier any monies due to the supplier.

## **28 Limitation of liability**

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1 the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the SARSs.

## **33 National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the DTI shall be applicable to all contracts that are subject to the NIP obligation.

## **34 Prohibition of restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser

may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned

The above General Conditions of Contract (GCC) are accepted by:

<b>Name:</b>	
<b>Designation:</b>	
<b>Bidder:</b>	
<b>Signature:</b>	
<b>Date:</b>	