



REQUEST FOR PROPOSAL

ESTABLISHMENT OF A PANEL FOR INTERNAL AUDIT SERVICES

Closing Date: 31 October 2025
Time: 16h00 SA Time

1 REQUEST FOR PROPOSAL

The Eskom Pension and Provident Fund (“EPPF” or “the Fund”) invites proposals from interested service providers to submit responses to this Request for Proposal (“RFP”) for the Placement on the Fund’s Internal Audit Panel database and to provide, Internal audit services as and when required.

2 PURPOSE OF THE DOCUMENT

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

3 OVERVIEW

The EPPF is a self-administered Defined Benefit (DB) pension fund, regulated by the Financial Sector Conduct Authority (“FSCA”). The principal employer participating in the Fund is Eskom Holdings SOC Ltd, its subsidiaries and related companies. The Fund provides retirement, withdrawal, death, and ill-health benefits to its members, pensioners and their dependants.

The EPPF’s core business activities are Pension Administration and Investment Management. The core functions are supported by the Finance, Governance & Assurance, Office of the CE, Human Capital, and Information Technology Departments. The EPPF has assets under management of approximately R203 billion and membership composition is approximately 40 000 pensioners and beneficiaries, 38 000 in service members as of 30 June 2024.

The EPPF’s vision is to become the most admired pension fund by its peers and members, and its mission is to be a member-centric pension fund. The Fund’s strategic objectives, which would enable it to fulfil its mission, are defined under five (5) pillars, representing critical strategic focus areas as noted below.



Accordingly, the successful service providers will need to keep this in mind in carrying out their services to the Fund.

4 RFP RESPONSE GUIDELINES

4.1 *Point of contact*

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

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

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

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

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

The non-compulsory Briefing session is scheduled for **10:00 SA Time on Monday 06 October 2024**, via Microsoft Teams. The interested parties must send their email addresses by **Friday, 10 October 2024**, at **12:00pm** to ProcurementOffice@eppf.co.za. Attendance is limited to two (2) persons per company or Service Provider. A request with the Microsoft Teams meeting information will then be forwarded to the email address provided.

4.2 *RFP process and submission procedure*

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

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

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

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

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

4.3 Submission Date, Time and Address

The closing date for submission of proposals at the delivery address indicated below is

Friday, 31 October 2025, 16h00 South African time.

RFPs must be submitted electronically to ProcurementOffice@eppf.co.za.

All proposals must reach the allocated email address on or before the closing time. It remains the responsibility of the respondents to ensure that their proposals reach EPPF before the closing date and time.

Respondents are allowed to send large files via WeTransfer ONLY and must ensure that the hyperlinks provided are fully functional. All documents must be provided in Adobe PDF. Proposals may not be faxed, or hand delivered, and proposals received by any other means other than the designated email address, will not be considered and will be rendered invalid.

4.4 RFP Timelines

The timelines for the RFP process are as follows:

Activity	Due Date
Distribution of RFP	26-29 September 2025
Briefing Session	6 October 2025
Deadline for clarification questions	10 October 2025
Final response to clarification questions	15 October 2025
Closing date for submissions	31 October 2025

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

4.5 RFP Process Requirements

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

- i. Responses received after the closing date and time will be considered late and **will not** be accepted. If a response is considered late, it will be returned unread to the sender.
- ii. All responses must be submitted in full on or before the closing date and time. EPPF will not allow additions and/or amendments to any response to be submitted after the closing date and time and will not receive submissions in separate parts.
- iii. Responses may be withdrawn in writing by a respondent prior to the closing date and time.
- iv. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained.
- v. During the course of this RFP process, respondents may acquire confidential information relating to EPPF's business, projects and/or customers. Respondents are required to keep this information strictly confidential at all times (even after the RFP process has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the gain of any other person or institution.
- vi. Respondents may not disclose such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach EPPF for prior approval to share the information with a third party. This does not apply to information which must, by law, be disclosed or becomes available to and known by the public due to no fault on the part of the respondents.
- vii. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner.
- viii. Proposals submitted to EPPF must remain valid for a minimum period of 90 days from the closing date.
- ix. Respondents will be held to their proposals as submitted. EPPF reserves the right to negotiate the modification of a proposal with the successful respondent in whole or in part.

- x. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by EPPF will form part of the contract.
- xi. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- xii. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.
- xiii. In general, respondents must indicate the experience and field/s of expertise of their companies and must specifically demonstrate their experience in similar assignments and an understanding of the services required.
- xiv. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. EPPF will not be responsible for any costs whatsoever or howsoever arising.
- xv. EPPF reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xvi. EPPF reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xvii. EPPF does not have to explain acceptance or rejection of any specific service provider and EPPF's decision is final and binding, no correspondence will be entered into.

4.6 Compliance requirement: structure of responses

The structure of proposals is as follows:

- 4.6.1** Proposals must be electronically generated and signed by the individual(s) legally authorised to bind the respondent. The electronic copies of the RFP proposal and/or examples of work must be provided in Adobe Reader Portable Document Format (PDF), free of any viruses or malicious ware.
- 4.6.2** Legibility, clarity and completeness are essential.
- 4.6.3** Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.

4.6.4 The RFP response must be presented in the following format:

Section	Title
1	Executive Summary of Proposal
2	Company background and track record
3.	Proposed team members for the project and their credentials
4	Proposed services
5	Key Deliverables
6	Pricing Structure
7	References (three references to be included)
8	B-BBEE
9	Supporting documentation

4.6.5 Failure to comply with paragraphs 4.6.1 to 4.6.4 will result in the relevant response being disqualified.

4.7 Evaluation Criteria

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

Stage 1:

- BBEE: 20%
- Pricing: 20%
- Data Privacy - POPIA Compliance: 5%
- Functional Ability: 55%

Stage 2 (Shortlisted Bidders)

Solution Demonstration, Presentation and Due diligence: 100%

Shortlisted bidders / potential service providers will be invited for presentation and the full detail will be communicated.

Respondents must be well established entities with expertise in providing Internal Audit services utilising best practice methodologies and approach and demonstrate experience in auditing retirement funds.

Respondents are required to indicate the period they have been in operation in this specific environment and must include supporting documents in respect of such specific expertise.

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

Evaluation criteria will place emphasis on the following areas:

4.7.1 Functional Ability

Service providers must submit a capability statement demonstrating the following:

- A minimum of Five (5) years' experience in providing Internal Audit services, with a focus on:
 - Pension/ Retirement funds and in particular Defined Benefit (DB) Funds;
 - Investment management including but not limited to Multi Management, Listed/Unlisted and Alternative investments;
 - Investment Accounting/Administration;
 - Information Technology (including ASP models); and
 - Other areas of business as deemed necessary

The capacity and experience of the proposed team, with CVs of team members. These should include qualifications and relevant experience. Key individuals must provide evidence of professional qualifications and membership to the Institute of Internal Auditors (IIA).

The proposed internal audit methodologies and approach and activities to be followed.

Shortlisted respondents will be invited to make presentations scheduled for **12 November 2025**. The presentations will be part of the technical evaluation and scored accordingly

4.7.2 Fee Structure (Pricing)

Respondents must provide full details of pricing models and assumptions made in the pricing. All prices are to be quoted in South African Rands (ZAR) and **must include VAT** where applicable.

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

Item Description	Blended Rate Per Hour (ZAR) Inc VAT	Annual Escalation (%)
Internal Audit Services	Suppliers to provide	Suppliers to provide

4.7.3 B-BBEE

EPPF is committed to advancing the objectives of B-BBEE and details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate from a South African National Accreditation System (SANAS) accredited rating institution or an affidavit wherever applicable, with details of the relevant company profile must be provided. As a minimum, specific reference must be made to:

- Ownership structure and shareholding;
- Board representation;
- Executive / Operational Management structure;
- Representation of Black people and women in the investment team; and
- Secondary B-BBEE initiatives, such as procurement from B-BBEE suppliers and other initiatives.

These details must be clearly stated in the order requested and with the headings as above. **Minimum B-BBEE Level 4.**

4.8 References

The Fund will require references from established companies where the respondents conducted similar services. The Fund therefore requires information regarding contactable clients. Respondents must include references from at least three internal audit services clients in South Africa (preferably retirement funds) in the following format:

- Client name;
- Contact details (telephone and email address);
- Client representative; and
- Service description (scope of services delivered and total contract value where applicable).

When providing information regarding references it is accepted that the respondent has cleared with the referee that the client can be contacted directly by the Fund.

5 RFP SPECIFICATIONS

5.1 Purpose

The EPPF seeks to contract with qualified service providers to be part of a panel for the provision Internal Audit services.

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

- i. Responses received after the closing date and time will be considered late and will not be accepted. If a response is considered late, it will be returned unopened to the return address of the relevant respondent identified on the response envelope.
- ii. In the absence of a clear return address on the envelope, any late response or any additional documentation/items will be destroyed by the Fund.
- iii. All responses must be submitted in full and complete on or before the closing time. EPPF will not allow additions and/or amendments to any response to be submitted after the closing date.
- iv. Responses may be withdrawn in writing by a respondent prior to the closing date and time.
- v. All enquiries relevant to the RFP may only be submitted to the indicated point of contact and in writing. Telephonic and/or verbal enquiries will not be entertained. Any attempt to circumvent this required may lead to disqualification from the tender process.
- vi. During the course of this RFP process, respondents may acquire confidential information relating to the Fund's business, projects and/or customers. Respondents are required to keep this information strictly confidential at all times (even after the RFP process has been completed) and may not use or attempt to use or allow such information to be used for personal gain or the gain of any other person or institution.
- vii. Respondents may not disclose any such confidential information to any third party, but to the extent that such disclosure may be necessary for the submission of a formal proposal, must approach EPPF for prior approval to share any information with any third party. This does not apply to information which must be legally disclosed or becomes available to and known by the public.
- viii. Respondents must comply with the highest ethical standards in order to promote mutual trust and an environment where business can be conducted with integrity, in a fair and reasonable manner.

- ix. Respondents must, on the official letterhead of the company submitting the response, declare that:
 - a. the information provided in all documentation is true and correct; and
 - b. the signatory of the tender document is duly authorised to do so by means of a special or general resolution of the company responding.
- x. Proposals submitted to EPPF must remain valid for a minimum period of 90 days from the closing date.
- xi. Respondents will be held to their proposals submitted. EPPF reserves the right to negotiate the modification of a proposal with the successful respondent in whole or in part.
- xii. Agreements reached after such modifications with the successful respondent, or parts thereof, and accepted by EPPF will form part of the contract.
- xiii. Each proposal will be evaluated for general conformity to specifications and the demonstrated capabilities of respondents to execute the scope of work.
- xiv. Respondents must provide curricula vitae of all key personnel they propose for execution of the scope of work, with clearly defined fields of expertise, functions and responsibilities.
- xv. In general respondents must indicate the experience and field/s of expertise of their companies and must specifically indicate previous work done in the retirement fund industry, if any.
- xvi. Respondents are responsible for any and all costs and liabilities incurred in responding to this RFP. EPPF will not be responsible for any costs whatsoever or howsoever arising.
- xvii. EPPF reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xviii. EPPF reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xix. EPPF does not have to explain acceptance or rejection of any specific service provider and the Fund's decision is final and binding, no correspondence will be entered into.

6 REQUIRED SUBMISSIONS

6.1 Declaration

Respondents must, on the official letterhead of the company submitting the response, declare that:

- a. the information provided in all documentation is true and correct;
- b. the signatory of the tender document is duly authorised to do so by means of their role in the company, a special or general resolution of the company responding; and
- c. undertake that all information gained from EPPF through this RFP document or from any other interaction relevant to this RFP, will remain confidential.

6.2 Company details and stability

Please provide a response to each of the following questions:

- a. How long the company has been in operation within its current specific environment of providing Network infrastructure services and solution.
- b. The nature of the business, paying particular attention to core activities.
- c. The company's summarised value proposition to its clients.
- d. The company's registration number and supporting registration documents.
- e. The company's overall organisational structure and key resources within this structure that will be dedicated to EPPF.
- f. If the response to the RFP is made as part of a joint venture with another business entity, details of the commercial relationships between the parties making up the consortium / joint venture / partnership. In addition, provide the following information:
 - Copy of the Joint Venture Agreement;
 - Entity(ies) that will be guaranteeing contract performance;
 - Date of Joint Venture formation, if applicable;
 - The name of the lead / primary contractor; and
 - Details regarding the nature of the agreement between the Joint Venture Partners including the proposed percentage division of work between the constituent members. Each party to the joint venture, if that party is a subsidiary company, is required to give details of the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees.
 - The B-BBEE rating will be the average of the companies' individual ratings, weighted according to their proportionate share in the Joint Venture.

6.3 Local Presence and Experience

- i. Provide details of the head office location.
- ii. If the head office location is not in South Africa, also provide details of local company offices, support and visibility.
- iii. Provide the year of establishment of the South African business and the number of employees currently employed.
- iv. Provide instances of the company's experience in providing Network Infrastructure Services and Solutions
- v. Provide evidence of the company's experience in engaging with clients at executive and board level.

6.4 Approach

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

6.5 Supporting Documentation

Respondents **must** include the following supporting documentation within their proposals:

Mandatory documents;

- A detailed statement of the company's B-BBEE credentials as required in the above, supported by a rating certificate from a SANAS accredited rating institution or a B-BBEE affidavit.
- Recent audited Financial Statement of the specific entity that will be submitting the proposal, and if successful, contracting with EPPF. Group or any other entity's Annual Financial Statements will not be accepted. Respondents who are not required by law to have audited financial statements must include a letter signed by an authorised official confirming that the respondent is not required by law to have audited financial statements and accordingly, is unable to provide same. Failure to submit a complete set of financial statements i.e. all pages or redaction/blanking out or omission of any portion of the financial statements will

render the submission incomplete and will lead to disqualification at the evaluation stage.

- Respondents must complete EPPF POPIA Self Compliance Forms (EPPF Operator Privacy Due Diligence Form and Operator Privacy Compliance Self-Assessment Form) provided on EPPF website.

In the case of a Joint Venture the above-mentioned documentation, with the exception of the B-BBEE credentials, need only be supplied for the primary entity.

Administrative documentation

- Declaration (Formal letter) as per (6.1) under further required submissions.
- Certified copies of CIPC company registration documentation. In the case of respondents who are not companies as envisaged in the Companies Act of 2008, equivalent founding documents must be submitted.
- A valid Tax Clearance Certificate and/or PIN indicating good standing with the South African Revenue Services (SARS);

Respondents will be disqualified from the RFP process if any of the details and/or mandatory documents listed in 6.6 above are not submitted.

7 Appendix A – Terms of business

7.1 Background

The EPPF seeks to contract with qualified service providers to be part of a panel for the provision Internal Audit services

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

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

7.2 Terms of Business

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

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

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

7.3 The services to be provided

7.3.1 The Services

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

Where the Agreement refers to services to be performed, this means that the service provider will provide the Fund with the Services and will be responsible for the

management and control of the services and the quality of any deliverables listed in or referred to in the Agreement.

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

7.3.2 The service provider's staff

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

Where the service provider considers changes in its named staff necessary or appropriate, for reason of, inter alia, resignation, relocation, training or illness, the service provider may make the changes after giving the Fund reasonable notice and will provide the Fund with details of replacement staff. Contract Management
Both parties may designate a contact person that will be responsible for managing all issues relating to the performance of the Agreement.

7.3.3 Deliverables

7.3.3.1 Preparation and Delivery

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

7.4 Fees and Payment

7.4.1 Payment of services

EPPF agrees to pay for the Services as set out in the Agreement. All invoices will be payable within thirty days from date of receipt thereof.

7.5 Term, Suspension and Termination

7.5.1 Duration of Contract

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

7.5.2 Termination of the Contract

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

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

7.5.3 Termination for Breach of Contract

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

7.5.4 Termination for Insolvency

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

8 Confidentiality and Conflicts of Interests

8.1 By signing the Agreement, each party is under a professional obligation not to disclose to a third party any information confidential to the other party. Similarly, reports by the

service provider are for the use of EPPF alone and may not be disclosed to third parties without EPPF's prior written consent.

8.2 Notwithstanding 6.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent required by law or where the said information is already known to the public due to no fault on the other party, provided that in the former case (and without breaching any legal requirement), where reasonably practicable not less than five business days' notice in writing is first given to the other party.

8.3 Respondents are required to declare any relationship (family, friend, other) between themselves and any person employed by EPPF who may be involved with the evaluation and or adjudication of this RFP. Such declarations may be included as part of the Respondent's proposal. In addition, service providers with such an interest may be required to complete EPPF's standard declaration of interest form.

9 Liability

9.1 The service provider shall use reasonable skills and care expected from an expert in its industry in the provision and delivery of the services and the deliverables in terms of the Agreement.

9.2 The service provider shall accept liability to pay compensation for damages and losses suffered by EPPF arising as a direct result of breach of contract, misconduct, dishonesty/fraud or negligence (including gross negligence) on its part or third parties acting on behalf of the service provider in respect of Services provided in connection with or arising out of the Agreement (or any variation or addition thereto).

10 General

10.1 Force Majeure

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

10.2 Assignment

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

10.3 Notices

Notices must be served either personally, sent by prepaid registered post or faxed to the address of the other party given in the Agreement or to any other address as the

parties may have notified during the period of the agreement. Any notice sent by registered post will be deemed to have been delivered 10 days after sending. Any notice sent by fax or served personally will be deemed to have been delivered on the first working day following its dispatch.

10.4 Amendment

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

10.5 Survival

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

10.6 Electronic Communications

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

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

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

10.7 Validity of contract provisions

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

10.8 Conflict

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

10.9 Applicability

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

11 Dispute Resolution and Governing Law

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

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

12 Quotation/Proposal Conditions

12.1 Validity of Quotations

Quotations must be valid for at least 90 days from the closing date of the tender. Include original valid tax clearance certificates, proof of registration of the business,

audited annual financial statements and the latest B-BBEE certification. Preference will be given to qualifying Black asset managers and Black Female-owned asset managers

12.2 Disqualifying Criteria

- Failure to submit before the specified date and time
- Failure to comply with paragraph 4.6.1 to 4.6.4 of the RFP.
- Failure to meet a minimum Level 4 B-BBEE score
- Failure to submit requested mandatory supporting documentation in 6.6.

13 VAT

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

14 Closing Date for Proposal Submission

The closing date and time for submission of proposals at the delivery address indicated is **31 October 2025 at 16h00 SA Time.**

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

15 Acceptance

By signature of this document, the service provider agrees to be bound by the terms of business contained herein.

Signed in acceptance on behalf of
.....being duly authorised thereto.

Signed at..... on this.....day of.....2025

Name & Surname.....

Designation.....

Signature.....

Annexure A - Disqualifying checklist

No.	Document required or requirement(s)	Submitted? Yes/No
1.	Submitted as per the closing date and time.	
2.	Acceptance of the RFP terms and conditions – contract terms and condition shall be discussed and negotiated with the successful Bidder.	
3.	Compliance requirements: structure of responses, functional ability and pricing (4.6.1 – 4.6.4, and 4.71- 4.7.1)	
4.	A minimum of Five (5) years demonstrated experience of provision of any of the internal audit services set out at 4.7 above	
5.	Certified copies of regulatory documents and licenses to operate	
6.	EPPF POPIA Self Compliance Forms; <ul style="list-style-type: none"> • EPPF Operator Privacy Due Diligence Form Operator Privacy Compliance Self-Assessment Form	
7.	Declaration as per (6.1) under Further required submissions	
8.	A detailed statement of the company's B-BBEE credentials as required in the above, supported by a rating certificate from a SANAS accredited rating institution or a B-BBEE affidavit.	
9.	Recent Audited Financial Statement of the specific entity that will be submitting the proposal. Group or any other entity's Annual Financial Statements will not be accepted. Respondents who are not required by law to have audited financial statements must include a letter signed by an authorised official confirming that the respondent is not required by law to have audited financial statements and accordingly, is unable to provide the same. Redactions or the	

NB - Please make use of the above checklist to ensure that all minimum requirements are met and to avoid being disqualified.