



REQUEST FOR PROPOSAL

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF COMPREHENSIVE CLEANING & HYGIENE SERVICES FOR EPPF FOR A PERIOD OF 36 MONTHS

**Closing Date: 11 October 2024
Time: 16h00 SA Time**

1 REQUEST FOR PROPOSAL

EPPF invites proposals from interested service providers to submit responses to this Request for Proposal (RFP) for the:

- **Appointment of a service provider for the provision of a comprehensive cleaning and hygiene services for a period of 36 months at EPPF Head Office**

EPPF wishes to appoint a suitable service provider for the provision of a comprehensive cleaning and hygiene service for EPPF.

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

EPPF is a self-administered Defined Benefit (DB) pension fund, regulated by the Financial Sector Conduct Authority (FSCA). EPPF, as an organisation, is responsible for providing benefit administration and investment management services to the pension fund of Eskom Holdings SOC Ltd and its subsidiaries. EPPF provides retirement, withdrawal, death, and ill-health benefits to members, pensioners, and their dependents.

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. EPPF has assets under management of **R200** billion and membership composition is **40761** pensioners and beneficiaries, **38718** in service members as of **30 June 2023**.

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. EPPF's strategic objectives, which would enable it to fulfil its mission, are defined under five (5) pillars, representing critical strategic focus areas.



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 16 September 2024**, via Microsoft Teams. The interested parties must send their email addresses by Thursday, 12 September 2024 at 16:00pm to ProcurementOffice@eppf.co.za. Attendance is limited to two (2) persons per company or Service Provider. Email Subject for all communication relating to this RFP is **EPPF Cleaning and Hygiene Services**. A request with the Microsoft Teams meeting information will then be forwarded to the email address provided.

Respondents must not contact any of EPPF's Board members, executives, consultants, or staff members to discuss matters related to this RFP or the RFP process. Discussion of this RFP with any person within or associated with EPPF other than the designated contact email as above will result in the disqualification of that respondent from the process.

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, 11 October 2024, 16h00.**

RFPs must be submitted electronically to ProcurementOffice@epf.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
Distribute RFP Documentation	6 – 9 September 2024
Compulsory Briefing Session	16 September 2024, 10h00am
Deadline for clarification questions	20 September 2024 16h00pm
Final response to clarification questions	25 September 2024
Closing date for submissions	11 October 2024, 16h00pm

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:

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

Stage 2 (Shortlisted Bidders)

Solution Demonstration, Presentation and Due diligence: 100%

Respondents must demonstrate their expertise and experience in providing the services required to similar sized entities.

Respondents must confirm their ability to provide the services required to EPPF.

The number of years' experience involvement in providing cleaning and hygiene services. Describe your organisation's experience generally with provision of supply of cleaning and related services in the RSA

Provide at least 3 relevant references (client, contact person, telephone, e-mail and scope of work and duration of association).

Provide details of in-house facilities, e.g. number of staff and infrastructure.

Provide details of third-party service providers that may be used by you in providing the services, if any, e.g. capacity and experience.

Respondents must also provide supporting documentation relevant to issues such as the ownership of the business, management structure and B-BBEE credentials (Minimum of Level 4 required) 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** confirming that they are able to meet all the deliverables below:

- Provide a comprehensive cleaning service to EPPF.

- Provide a comprehensive hygiene service to EPPF.
- Provide all additional specialised cleaning services to EPPF.
- Supply all consumables as needed and control the monitoring of usage as well as stock levels.
- Respondents must be well-established entities that have been in business for a minimum of five (5) years and must be able to demonstrate their experience in the cleaning and hygiene field.
- Respondents (legal entity) must provide supporting documentation to indicate the period of time they have been in operation and services they have provided (including at least three contactable client references).

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.

All prices must be disclosed comprehensively.

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 proposed team,
- Secondary B-BBEE initiatives, such as procurement from B-BBEE suppliers and other initiatives.

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

4.8 References

EPPF will require references from established companies where the respondents provided similar services. EPPF therefore requires information regarding contactable clients. Respondents must include references from at least three clients in South Africa where they are providing a **Cleaning and Hygiene Services** in the following format:

- Client name.
- Contact details (telephone and email address).
- Client representative.
- Service description (scope of services delivered and total contract value thereof).
- Contract start and end date.

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

5 RFP SPECIFICATIONS

5.1 Purpose

EPPF seeks to contract with a qualified service provider for implementation of a **Comprehensive Cleaning and Hygiene Services.**

5.2 Scope of work

- Please submit pricing fee/schedule as presented in the table below for 36 months:

CLEANING AND HYGIENE BASIC REQUIREMENTS.

Please note that these are indicative of services needed only and proposals will have to indicate and motivate any changes to the existing based on specialist knowledge in the field.

GENERAL CLEANING AND HYGIENE SERVICE PREMISES

OCCUPIED

<u>Building Name</u>	Offices – approximate Lettable Area
Khumo House	1,176 m ²
Isivuno House	1,261 m ²
Imbewu House	1,176 m ²
The Lapa	N/A

STAFF AND OUTPUT OVERVIEW

All staff to be on site between 07:00 and 15:30, Monday to Friday and as needed for weekend work, i.e. assistance with Carpet cleaning and Deep cleaning.

Job Title	Area of Responsibility	<u>Output overview</u>
Supervisor /Team Leader	Total Site	<ul style="list-style-type: none"> - On site Supervisor /Team Leader - Stock Control - Assist with and supervise meeting set-up and breakdown - Exec
Exec Cleaner	1st Floor Khumo House / Lapa	<ul style="list-style-type: none"> - Exec Office cleaning - Assist with meeting set-up and breakdown /cleaning - All Boardrooms - Refreshments - Exec and all Boardrooms - Lapa –All Services
Normal Cleaner	Ground Floor Khumo House / Lapa	<ul style="list-style-type: none"> - General Cleaning - <ul style="list-style-type: none"> - Offices - Boardrooms - Kitchens - Bathrooms
Normal Cleaner	Ground Floor Khumo House / Lapa	<ul style="list-style-type: none"> - Common Areas - Basements - Smoking Rooms / <ul style="list-style-type: none"> - Stores <ul style="list-style-type: none"> ▪ Lapa
Normal Cleaner	1 st Floor Khumo House / Lapa	<ul style="list-style-type: none"> • General Cleaning - <ul style="list-style-type: none"> - Offices - Boardrooms - Kitchens - Bathrooms - Common Areas - Basements - Smoking Rooms / <ul style="list-style-type: none"> - Stores <ul style="list-style-type: none"> ▪ Lapa
Normal Cleaner	Ground Floor Isivuno	<ul style="list-style-type: none"> • General Cleaning - <ul style="list-style-type: none"> - Offices - Boardrooms - Kitchens - Bathrooms - Common Areas - Basements - Smoking Rooms / <ul style="list-style-type: none"> - Stores

Normal Cleaner	1st Floor Isivuno House	<ul style="list-style-type: none"> • General Cleaning - - Offices - Boardrooms - Kitchens - Bathrooms - Common Areas - Basements - Smoking Rooms / - Stores
Normal Cleaner	Ground Floor Imbewu	<ul style="list-style-type: none"> • General Cleaning - - Offices - Extensive Boardrooms - Kitchens - Bathrooms - Common Areas - Basements - Smoking Rooms / - Stores
Normal Cleaner	First Floor Imbewu	<ul style="list-style-type: none"> • General Cleaning - - Offices - Boardrooms - Kitchens - Bathrooms - Common Areas - Basements - Smoking Rooms / - Stores

*Prospective suppliers to indicate willingness to take on certain individuals of current staffing complement if so advised or requested by EPPF so as to ensure employment continuity and skills retention where applicable.

GENERAL CLEANING WORK SPECIFICATIONS AND FREQUENCY - (Indicative services but not limited to)

INTERNAL FLOOR MAINTENANCE

- Sweep with dust control mops / brooms / muslin sweepers
- Wash traffic areas
- Spot clean wooden, ceramic tiles, receptions and stairs
- Vacuum carpeted areas
 - o heavy traffic areas
 - o medium traffic areas
 - o low traffic areas

WASTE DISPOSAL

- Empty waste receptacles
- Wash waste receptacles
- Remove rubbish to agreed location on site

CLEANING AND POLISHING

- Clean furniture and fittings
- Wipe and disinfect telephones
- Polish wooden furniture and fittings

DUSTING

- Dust all items of furniture and fittings
- Dust accessible light fittings
- Dust all ledges, including high level ledges(where accessible)
- Dust sign postings, displays, free standing ornaments

GLASS AND METAL WORK

- Spot clean glass doors, windows, partitions, metal fittings etcetera
- Polish bright metal fittings
- Clean and polish mirrors

WALLS, DOORS AND PAINTWORK

- Spot cleaning of finger and scuff mark

FOYERS, ENTRANCES, STAIRS, BALCONIES AND LOBBIES

Sweep/clean doormats and doors daily

- Damp mop entrance lobby
- Clean both faces of glass doors
- Clean the entrance glass doors
- High Level dusting

KITCHENS

- Washing of cutlery and crockery
- Cleaning of top surfaces
- Cleaning of kitchen cupboards
- Cleaning of microwave
- Cleaning of fridges

OFFICE WORK STATIONS

- Desks, dusted and wet wiped
- Polishing of desks

FIREESCAPES

- Sweep and dust
- Wet mop
- Wet wiping of hand railings

TOILET FACILITIES AND WASHROOMS

- Empty and clean waste receptacles
- Clean and disinfect bowls, basins and urinals
- Wipe walls, doors and partitions
- Replenishment of consumables
- Deep-cleaning

HYGIENE SERVICES

Item Description	Quantity	Service Frequency
Sanitary Pads dispensers	9	Once off installation
Sanitary Consumables (Pads/Tampons)	28 packs	monthly

WINDOWS

- High level window cleaning
- Clean interior faces of windows
- Spot clean glass

Incorporated with deep cleans - Receptions

CARPET CLEANING AND HIGH LEVEL CLEANING

Item	Quantities					Service Frequnc
Description	Khumo House	Isivuno House	Imbewu House	Lapa	Total	
Carpet Cleaning	±800 m ²	±900 m ²	±900 m ²	Tiles	±2,600 m ²	Quarterly
High Level - Window Cleaning	Only high level interior windows in receptions to be done.					Quarterly
High Level - Dusting	Only high level ledges in receptions to be done.					Quarterly
*Quote for the above is to be done on an individual event basis.						

DEEP CLEANS

Item	Quantities					Service Frequency
Description	Khumo House	Isivuno House	Imbewu House	Lapa	Total	
Toilets	11	16	9	3	37	Quarterly
Urinals	4	4	4	2	14	Quarterly
Basins	10	9	9	2	30	Quarterly
*Quote for the above is to be done on an individual event basis.						

HYGIENE SERVICES - EQUIPMENT

Item	Quantities					Service Frequency
Description	Khumo House	Isivuno House	Imbewu House	Lapa	Total	
Paper Towel Dispenser - Autofeed	6	5	5		16	As and when
Slimroll Paper Towel Dispenser				2	2	As and when
Wall Bin	6	5	5	2	18	Daily
She-Bin	6	9	5	2	20	Weekly
She Packet Dispenser	6	9	5	2	20	Monthly
Seat Sanitiser Dispenser	11	13	9	3	34	Monthly

Auto Sanitiser	4	5	4	2	14	Monthly
Air freshener	6	5	5	2	18	Monthly
Air freshener – Common areas and receptions	3	3	3		9	Monthly
Foam Soap Dispenser	6	5	5	2	16	Monthly
Toilet Roll Holder - 3	11	13	9	3	34	Monthly
Condom Dispenser	6	5	4	2	17	Fortnightly
Dirt trapper Carpet – 1500x 1500	1	1	1		3	Fortnightly
Dirt trapper Carpet - 900 x 1500	1	1	1		3	Fortnightly
*Condoms to be sourced and supplied by the service provider						
**All equipment indicative only as per current installation. Changes to specifications can be motivated by prospective service provider and different options can be costed.						

CONSUMABLES - INDICATIVE QUANTITIES

Item Description	Quantities					Frequency
	Khumo House	Isivuno House	Imbewu House	Lapa	Total	
Paper Towel rolls - Autofeed	12	14	12		38	Monthly
Paper Towel rolls - Slimfit				4	4	Monthly
Centrefeed Rolls – Perforated Twinsaver - Kitchens	10	16	10	2	38	Monthly
Toilet Paper - T/Saver double ply***	6 x 48	6 x 48	6 x 48		18 x 48	Monthly
Dishwashing Liquid	At least 2 x 51 – Subject to confirmation of consumption.					Monthly
Foam Soap refills	8	5	5	2	20	Monthly
Seat Surface Sanitiser	11	13	9	3	34	Monthly
Auto Sanitiser	4	4	4	2	14	Monthly
Airfreshener	9	8	8	2	27	Monthly
She Packets –50's	6	11	6	2	23	Monthly
Urinal Fresh screens	4	4	4	2	14	Monthly
Condoms	Sufficient Quantity to be supplied for on-site cleaners to replace when necessary.					Monthly
*Initial installation /start-up to supply a buffer stock of all consumables sufficient for 1 month to be kept on site for emergency use.						
**All quantities specified as individual rolls, except toilet paper - refers to packs of 48.						

***All quantities are subject to final measurement based on consumption. Adjustment of quantities up or down to be confirmed in writing to EPPF.

CLEANING EQUIPMENT AND CLEANING CHEMICALS

All cleaning equipment and chemicals is to be included in the pricing. See points below for minimum specifications:

- o Vacuum cleaners to be of upright brush variety. At least one per building, and one normal industrial vacuum cleaner to enable alternate usage on days.
- o Provision of tile scrubber to be used at least on a quarterly basis to be included in the pricing.
- o Extendable high visibility wet floor signs to be utilized in pairs where applicable. Minimum of 4 per building.
- o Zone differentiation to be applied regarding mops, brooms, feather dusters, cloths, buckets etc. (Colour coding between toilets, kitchens, offices).
- o Where possible environmentally friendly chemicals are to be utilised.

5.3 Current Environment

- **EPPF Staff Head Count – 150**
There are external stakeholders that work with EPPF and therefore the proposed solution and infrastructure should be scalable.
- There is **1 X Site (EPPF Head Office)** and there are **4 buildings** within the Head Office, with the total staff count distributed as follows:
 - o **Building 1 – 40 %**
 - o **Building 2 – 30%**
 - o **Building 3 - 30%**
 - o **Building 4 – 0%**

ESTIMATED CONTRACT PERIOD – 36 Months
ESTIMATED CONTRACT START DATE – 01 November 2024

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 Implementation Plan

Respondents are required to detail their approach to provisioning of the **Cleaning and Hygiene Services**, and implementation linked to the scope of work.

6.5 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.

6.6 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

EPPF wishes to appoint a suitable service provider to provide a **Comprehensive Hygiene and Cleaning 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 EPPF 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 EPPF 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.

7.2.2 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 EPPF 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 EPPF reasonable notice and will provide EPPF with details of replacement staff.

7.2.3 Contract Management

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

7.2.4 Deliverables

Preparation and Delivery

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

7.3 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.

7.4 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 the Agreement by both parties. The Agreement will continue until all the Services and deliverables have been provided unless it is terminated earlier in accordance with the terms set out below.

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. EPPF however reserves the right to terminate the Agreement by giving 24 hours written notice.

Where the Contract is terminated in this way EPPF 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 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.

12.1 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.
- A minimum of five (5) years demonstrated experience of successful provisioning of Hygiene and Cleaning Services.
- Failure to submit requested mandatory supporting documentation in 6.6.
- Acceptance of the RFP terms and conditions – contract terms and condition shall be discussed and negotiated with the successful Bidder.

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 **11 October 2024 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.....2024

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.	Compliance requirement: structure of responses	
3.	A minimum of five (5) years demonstrated experience of successful provisioning of Hygiene and Cleaning Services a in a corporate environment or an organization of a similar size to EPPF.	
4.	Acceptance of the RFP terms and conditions – contract terms and condition shall be discussed and negotiated with the successful Bidder.	
5.	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.	
6.	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.	
7.	Respondents must complete EPPF's POPIA Self Compliance Forms (EPPF Operator Privacy Due Diligence Form and Operator Privacy Compliance Self-Assessment Form)	
8.	Declaration (Formal letter) as per (6.1) under Further required submissions	
9.	A valid Tax Clearance Certificate and/or PIN indicating good standing with the South African Revenue Services (SARS).	
10.	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.	

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

