

# **REQUEST FOR PROPOSAL**

## **Provision of a Fully Integrated Human Capital Management (HCM) System**

**Closing Date: 30 April 2021**

**Time: 12h00**

## **1 REQUEST FOR PROPOSAL**

The Eskom Pension and Provident Fund (“EPPF”, or “the Fund”) herewith invites proposals from interested service providers to submit responses to this Request for Proposal (RFP) for the: **Provision of a Fully Integrated Human Capital Management (HCM) System**

## **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 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. The Fund provides retirement, withdrawal, death, and ill-health benefits to members, pensioners and their dependents.

The Fund is managed by a Board of Trustees, which delegates the day-to-day operations to an Executive Management team. The organisation employs a staff complement of approximately 200 employees and its operations are independent from those of Eskom Holdings SOC Ltd.

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

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 that can enter new markets by 2024. The Fund’s strategic objectives, which would enable it to fulfil its mission, are defined under five (5) pillars, representing critical strategic focus areas.

The figure below depicts these critical focus areas:

## EPPF STRATEGIC PILLARS



Considering **Strategic Pillar 4**, Unlocking the Talent of our Human Capital, the EPPF requires a fully integrated Human Capital Software Solution that supports the full Employee Lifecycle from Attraction to Retirement/Off-boarding.

The solution should provide a seamless and consistent experience across devices (including mobile) and enable one source of truth for HR data to improve decision-making, and empower HR and Business, including Line Managers to address needs today and into the future with full analytics and reporting.

Based on an approximate headcount of 200 employees, we are seeking a solution that allows for a modern and user-friendly experience. We also require a provider that has proven industry success, allows for customisation, flexibility and integration ability.

## 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 extensive detail and in time to qualify for consideration of their responses.

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

The electronic mail address for queries is [procurementoffice@eppf.co.za](mailto:procurementoffice@eppf.co.za) No telephonic or verbal queries will be considered.

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

The electronic mail address for queries is [ProcurementOffice@eppf.co.za](mailto:ProcurementOffice@eppf.co.za) No telephonic or verbal queries will be entertained.

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

The briefing session is scheduled for **10:00 on Friday, 09 April 2021** via Microsoft Teams. Interested participants to send their email addresses by **Thursday, 08 April 2021 at 12h00** to [ProcurementOffice@eppf.co.za](mailto: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 **Provision of Provision of a Fully Integrated Human Capital Management (HCM) System**. A request with the Microsoft Teams meeting information will then be forwarded to the email addresses provided.

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

## **4.2 RFP process and submission procedure**

The Fund 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.

If preferred suppliers are selected, such service providers will be formally notified. A formal Agreement will be entered into between the Fund and the successful service providers detailing issues such as the scope of work, fee 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 email address for proposals and must note that late or incomplete submissions will not be considered.

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

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

## **4.3 Submission Date, Time and Address**

The closing date for submission of proposals at the email address indicated below is **30 April 2021 12pm**.

In response to the Covid-19 Pandemic and the implications of the lockdown, the EPPF seeks to implement precautionary measures to protect the health of its employees, members and external stakeholders, while ensuring minimal disruption to Fund operations and services.

RFPs must be submitted electronically to [ProcurementOffice@eppf.co.za](mailto: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 the Fund before the closing date and time.

Respondents can 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:

<b>Activity</b>	<b>Due Date</b>
Recommended Briefing Session	09 April 2021, 10:00am
Deadline for clarification questions	14 April 2021, 16:00pm
Final response to clarification questions	16 April 2021
Closing date for submissions	30 April 2021, 12:00pm

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

#### **4.5 RFP Process Requirements**

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

- i. Responses received after the closing date and time will be considered late and **will not** be accepted.
- ii. All responses must be submitted in full and completed on or before the closing time. The Fund will not allow additions and/or amendments to any response to be submitted after the closing date and time.
- 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 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.
- vi. 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, the respondent must approach the Fund for prior approval to share any

information with any third party. This does not apply to information which must, by law, be disclosed or becomes available to and known by the public due to no fault on the part of the respondents.

- 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 the Fund must remain valid for a minimum period of 90 days from the closing date.
- ix. Respondents will be held to their proposals as submitted. The Fund 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 the Fund 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. The Fund will not be responsible for any costs whatsoever or howsoever arising.
- xv. The Fund reserves the right to withdraw this RFP for any reason and at any time without incurring any cost or liability.
- xvi. The Fund reserves the right to withdraw, at any stage of this process, amend or cancel this RFP, reject or not accept any or all proposals, obtain any information from any lawful source regarding past business history and practices of the respondent, and to take any such information into consideration in the evaluation process.
- xvii. The Fund does not have to explain acceptance or rejection of any specific service provider and the Fund's decision is final and binding, no correspondence will be entertained.

#### **4.6 Compliance requirement: structure of responses**

The structure of proposals must be as follows:

- 4.6.1** Proposals must be electronically generated and must be signed by the individual(s) legally authorised to bind the organisation.
- 4.6.2** Legibility, clarity and completeness are essential.
- 4.6.3** One signed copy of the RFP response and supporting documents.
- 4.6.4** Responses must be prepared as simply as possible, providing a straightforward, concise description of the interested parties and the capabilities available to satisfy the requirements of the RFP.



**4.6.5** The RFP response must be presented in the following format:

<b>Section</b>	<b>Title</b>
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 (Proposed Approach and Methodology)
6.	Pricing Schedule (See below table)
7.	References (three references to be included)
8.	B-BBEE
9.	Supporting documentation referred to in paragraph 6.6 of this RFP

**4.6.6 Failure to comply with paragraphs 4.3, 4.5, 4.6 and 4.7.2 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 the Fund. The evaluation will follow a two-stage process as detailed in the table below:

<b>Stage One</b>	<b>Percentage</b>	<b>Stage Two</b>	<b>Percentage</b>
<b>Functional and Technical Ability</b>	55%	<b>Presentation</b>	40%
<b>Pricing (including guarantee period):</b>	20%	<b>Software and tools demonstration</b>	40%
<b>BBBEE</b>	20%	<b>Response to questions</b>	15%
<b>POPIA Compliance</b>	5%	<b>Response to questions (POPIA)</b>	5%
<b>Contribution to Overall Score (100%)</b>	40%	<b>Contribution to Overall Score (100%)</b>	60%

Respondents shortlisted in **Stage one** will be invited for **Stage two** of the evaluation process.

Respondents must be well established entities with expertise in providing professional infrastructure utilising ethical guidelines and best practice methodologies. Respondents are required to indicate the period they have been in operation in this specific environment and must include supporting evidence in respect of such specific expertise.

Respondents must 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.

The successful respondents should have a balance between technical and business knowledge, to allow a demonstration of a thorough understanding of the Fund's specific business requirements.

The evaluation criteria will place emphasis on the following areas:

#### **4.7.1 Functional Ability and Technical Ability**

- A minimum of five (5) years demonstrated experience of successful implementation of a fully integrated Human Capital System, with a focus on pension/ retirement funds or financial institutions. A fully Integrated Human Capital System include – Human Resource Administration(Core HR Operations and Payroll), Performance management, Recruitment & Onboarding, Talent Management , Learning & Development , Employee Equity , Employee Self Service and HR Analytics & Reporting (Operational and Management reporting for all the above modules).
- Proposed architecture – Service providers must include the following information as part of the response:
  - Hosting Technology and Infrastructure - including diagram.
    - The solution needs to be able to support multiple deployment patterns (hosted, hybrid, on-premise and cloud)
  - Integration methodologies and technologies supported by the proposed tool - to allow the consumption of data from other systems as well as to allow pulling of data by other systems.
  - IT Security – including user access authentication/authorization capabilities
  - Data Privacy - Compliance to POPIA and Data Encryption
  - Mobile functionality (the ability to use the software on mobile devices)
  - Support & Maintenance process

#### 4.7.2 Fee Structure

**Pricing Schedule based on a Headcount of approximately 200 employees:**

**Kindly provide pricing for year 1:**

No.	Pricing Model	Cost (ZAR) Inc VAT
1	Licensing (Unconditional)	
2	Implementation (Once-Off)	
3	Training (10 Key Stakeholders – Once Off)	
4	Support and Maintenance Costs	
5	Data Migration and Archiving	
6	Other Costs (If applicable)	
Total		

\*Notes: \*Please provide estimated escalation percentages year-on-year over a 5-year period.

Kindly indicate hourly rates for consultancy per resource level (e.g. Senior Developer, Junior Developer, Designer, Project Manager etc.) – through a rate card **or** by completing the table below.

No.	Level of resources	Proposed Rate (Inc VAT)
1	E.g. Senior Developer	
2		
3.		
4		

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

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

Note - To facilitate like-for-like comparison, bidders must submit pricing strictly in accordance with the pricing schedule and not utilise a different format. Use of a format different to the pricing format provided, may render your submission being disqualified.

#### 4.7.3 Empowerment / B-BBEE

The Fund is committed to advancing the objectives of B-BBEE and details of the service provider's B-BBEE credentials, supported by a copy of a rating certificate from a SANAS accredited rating

institution or an affidavit wherever applicable, with details of the relevant company profile must be provided. In the very least, specific reference must be made to:

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

These details must be clearly stated in the order requested and with the headings as above. A minimum BBEE Level 4 will apply.

## **4.8 References**

The Fund requires all respondents to include reference letters from clients in the financial services sector with their proposal. Respondents must include references from at least three recent Candidate placements within the financial services sector in the following format:

- Client name.
- Contact details (telephone, fax and email address).
- Client representative.
- Role description (scope, size, budget, contract type, and turnaround time).
- Summary of key lessons learnt, if 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 or its consultants.

All shortlisted service providers will then be invited to the second phase of the evaluation process.

- This will be in the form of a presentation and demonstration to the procurement evaluation committee, with the aim of providing an opportunity to further seek clarity on the proposed methodology, service offerings and assumptions on prices.
- Dates will be communicated to the shortlisted service provider(s), together with an outline of the presentation requirements.

From presentation and demonstration stage, a further evaluation will be done to further shortlist the successful bidder, by considering the combined scores received in Stage 1 and 2.

\*Contract Terms and Conditions shall be discussed with the successful Bidder

## **5 RFP SPECIFICATIONS**

### **5.1 Purpose**

The EPPF seeks to contract with suitably qualified service providers to provide Software Infrastructure that supports the Full Employee Lifecycle, to enable the EPPF effectively deliver on its People Strategy; and achieve its objective of “Unlocking the Talent of its Human Capital.”

It is EPPF's intention to appoint qualifying service provider in terms of an Integrated Human Capital Management System.

## ***Human Capital Overview***

For the EPPF to effectively Unlock the Talent of its Human Capital, the HR departmental scorecard incorporates several strategic initiatives, including *inter alia*:

- Organisational Development
- Integrated Talent Management
- Capability Building
- Performance Management
- Total Rewards
- Culture and Employee Engagement

The above strategic initiatives are strongly anchored by how seamless our Employee Experience is; and in order to drive execution of our Business Strategy; we are required to make Human Capital related decisions in real time.

### **5.2 Scope of Implementation**

The Human Resources team requires a fully integrated Human Capital Management System that will seek to create efficiency in Business with regards to management of the human resources practices through an integrated Human Capital Management System. The appointed service provider will be expected to continuously offer new, innovative and cost-effective updates to process that aligned to Best Practice, in line with the changing world of work and taking advantage of digital transformation.

- **Software Licensing (Unconditional) – 200 employees**
  - Human Resource Administration (Core HR Operations and Payroll), Performance management, Recruitment & Onboarding, Talent Management, Learning & Development, Employee Equity, Employee Self Service and HR Analytics & Reporting (Operational and Management reporting for all the above modules).
- **Implementation (Once – Off)**
  - Installation of software and licences (and other, if applicable)
- **Training (Once-Off)**
  - 10 key stakeholders
- **Current HR system Information**
  - Data to be migrated from the current HR system to the new system.
- **Contract Period (Provisioning of licence, maintenance, and support) – 5 years**
- **Estimated contract start date – 01 June 2021**

## **Capacity and Experience**

In addition, EPPF seeks to engage Service Providers that have:

- a) Experienced Technical, Functional and Customer-Service employees to work with our Internal Employees to ensure successful Implementation and Optimisation
- b) The capacity to deliver a seamless, integrated, consistent Infrastructure solution within a reasonable timeframe
- c) A proven track record and strong client-base; demonstrating success of implementation - References required
- d) Respondents will be required to demonstrate their software and tools should they be shortlisted for the presentation stage. The demonstration will form part of the evaluation criteria.
- e) An administrative support team and a customer experience team to ensure for ongoing support
- f) Software that supports *inter alia*, planning, budgeting, analytics, dashboards, forecasting and reporting across all modules

During the term of the partnership, the service providers are expected to allocate suitably qualified resources to deliver against the required deliverables. The Service Provider must have Software Infrastructure that has taken into “Best Practice” requirements for the full Employee Lifecycle.

## **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 a special or general resolution of the company responding; and
- c. undertake that all information gained from the EPPF through this RFP document or from any other interaction relevant to this RFP, will remain confidential.

### **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 professional optimisation and implementation of fully-fledged software infrastructure
- 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 team resources within this structure that will be deployed to support the EPPF in terms of implementation and optimisation
- 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.
- g. 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;
  - The name of the lead / prime contractor; and
  - Details regarding the nature of the agreement between the Joint Venture Partners including the proposed percentage division of work and revenue between the constituent members. In the event that a JV partner is a subsidiary company, the extent to which the holding company and related subsidiaries and associates are prepared to provide guarantees must be detailed.
  - The plan and process pertaining to account management, invoicing and record keeping.
  - A statement of compliance with legislation relating to information security, including compliance with the POPI Act.

### **6.3 Presence and Experience**

- i. Provide details of the head office location.
- ii. Provide the year of establishment of the business and the number of employees currently employed
- iii. Provide instances of the company's experience in optimising and implementing integrated HCM systems previously



#### **6.4 Approach**

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

#### **6.5 Timeframes**

Indicate estimates of timelines for Implementation and Optimisation of full suite of services across the Employee Lifecycle

#### **6.6 Supporting Documentation**

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

- 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);
- 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.
- Respondents must complete the EPPF POPIA Self Compliance Forms (EPPF Operator Privacy Due Diligence Form and Operator Privacy Compliance Self-Assessment Form)
- 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 same.

In the case of a Joint Venture the above-mentioned documentation need only be supplied for the guaranteeing entity.

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

## **7 Appendix A – Terms of business**

### **1. Background**

The Fund wishes to appoint a suitable service provider to provide professional Software Infrastructure to support the full Employee Lifecycle.

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

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

### **2. Terms of Business**

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

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

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

### **3. The services to be provided**

#### **3.1. The Services**

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

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

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

### **3.2. The service provider's staff**

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

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

### **3.3. Contract Management**

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

### **3.4. Deliverables**

#### **3.4.1. Preparation and Delivery**

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

## **4. Fees and Payment**

### **4.1. Payment of services**

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

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

## **5. Term, Suspension and Termination**

### **5.1. Duration of Contract**

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

### **5.2. Termination of the Contract**

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

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

### **5.3. Termination for Breach of Contract**

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

### **5.4. Termination for Insolvency**

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

## **6. Confidentiality and Conflicts of Interests**

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

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

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

6.3. Respondents are required to declare any relationship (family, friend, other) between themselves and any person employed by the 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 the EPPF's standard declaration of interest form.

## **7. Liability**

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

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

## **8. General**

### **8.1. Force Majeure**

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

### **8.2. Assignment**

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

### **8.3. Notices**

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

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

#### **8.4. Amendment**

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

#### **8.5. Survival**

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

#### **8.6. Electronic Communications**

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

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

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

### **8.7. Validity of contract Provisions**

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

### **8.8. Conflict**

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

### **8.9. Applicability**

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

## **9. Dispute Resolution and Governing Law**

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

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

## **10. Quotation/Proposal Conditions Validity of Quotations**

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

**Disqualifying Criteria**

- Failure to submit before the specified date and time
- Failure to comply with sections 4, 5 and 6 of the RFP Document
- Failure to submit requested supporting documentation in 6.6
- Failure to submit signed RFP document (Including RFP Acceptance of Terms & Conditions; Contract Terms and Conditions shall be discussed with the successful Bidder)
- Declaration (6.1)

**VAT**

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

**Closing Date for Proposal Submission**

The closing date and time for submission of proposals at the delivery address indicated is 30 April 2021 at 12h00.

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

**11. 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.....2021

Name & Surname.....

Designation.....



Signature.....