



## Request for Proposal (RFP)

### **Supplementary Cleaning Services**

Hermanus Public Protection (HPP) NPC

Registration Number: 1999/015007/08

Reference: HPP-RFP-2025-02

Issue Date: 1 July 2025

Closing Date: 31 July 2025 (24H00)

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### **Solicitation Schedule**

Event	Date (2025)
<b>RFP Issued via HPP website (and advertised in Hermanus Times)</b>	1 July (2 July publication)
<b>Confirmation of Interest to Bid</b>	4 July (17H00)
<b>Voluntary Briefing Session and Site Visit (HPP Control Room, RSVP to <a href="mailto:executiveofficer@hpp.org.za">executiveofficer@hpp.org.za</a> by 4 July)</b>	8 July
<b>Deadline for Submission of Questions</b>	10 July (17H00)
<b>Answers to Questions Provided</b>	15 July (17H00)
<b>Deadline for Submission of Proposals</b>	31 July (24H00)
<b>Shortlist Finalised</b>	8 August
<b>Bid Clarification Interviews</b>	11 August
<b>Bid Evaluation Completed</b>	15 August
<b>Contract Negotiations</b>	18 – 29 August
<b>Contract Award (SLA signed)</b>	1 September
<b>Implementation Date</b>	1 November

## Table of Contents

1. INTRODUCTION .....	3
2. INVITATION TO BID .....	3
3. SCOPE OF WORK (SOW).....	3
4. BOUNDARIES OF THE HERMANUS SPECIAL RATING AREA .....	6
5. CONTRACT DURATION.....	6
6. PROPOSAL REQUIREMENTS.....	7
7. EVALUATION CRITERIA .....	7
8. SUBMISSION INSTRUCTIONS .....	8
9. CONDITIONS OF PROPOSAL .....	8
10. DISQUALIFICATION CRITERIA .....	9
11. PROCUREMENT GOVERNANCE.....	9
12. APPEALS AND OBJECTIONS .....	9
13. CONFIDENTIALITY .....	9
14. SERVICE LEVEL AGREEMENT .....	10
15. ADDITIONAL CONTEXT .....	10
16. DEFINITIONS:.....	10

## 1. Introduction

Hermanus Public Protection NPC (HPP), a registered non-profit company managing the Hermanus Special Rating Area (HSRA), invites qualified service providers to submit proposals for the provision of **Supplementary Cleansing Services** within the boundaries of the HSRA. These services are intended to complement and enhance the baseline cleaning provided by the Overstrand Municipality.

This procurement process is governed by the HPP Procurement Policy (July 2023), Overstrand Municipality's Special Rating Area By-law and Policy (<https://hpp.org.za/procurement-notices/>), and the HSRA Financial Agreement between HPP and Overstrand Municipality.

This RFP covers a fifty-six (56) month term from 1 November 2025 to 30 June 2030.

HPP is funded by an additional rate paid by property owners in the designated area and is capped each year.

## 2. Invitation to Bid

This document serves as a formal invitation to bid.

## 3. Scope of Work (SOW)

HPP seeks to appoint a service provider to deliver a consistent, professional, and responsive litter collection and removal service focused on the Cliff Path (from Grotto Beach to the New Harbour) and Hoy's Koppie. The goal is to maintain a clean and welcoming environment for residents and visitors.

The appointed service provider will deliver a fully outsourced and co-branded supplementary cleaning service within the Hermanus Special Rating Area (HSRA), comprising an optimal mix of the following services:

- Cleansing along the entire Cliff Path, including all verges and natural spaces directly adjacent to the path, from Grotto Beach to the New Harbour
- Cleansing at Hoy's Koppie, including access paths and green spaces
- Cleansing at Bekker's Park
- At all associated Cliff Path parking areas, excluding:
  - Gearings Point
  - Cliff-top parking area above Bientang's Cave to the Marine Hotel
  - Fick's Pool parking area

Litter collection includes, but is not limited to:

- General waste, packaging, paper, glass, and organic debris
- Cigarette ends and micro waste around benches and seating areas
- Litter under and around raised boardwalks
- Dog excrement, to be cleaned along the path three times per week by a dedicated worker

### **Operational Requirements:**

The service must include, but is not limited to, the following elements:

- Operational Monday to Saturday, year-round
- Full coverage of the entire Cliff Path daily
- Hoy's Koppie to be cleaned according to an agreed weekly schedule
- Public holidays: Service must be available on request and by prior arrangement, at an agreed additional rate
- The service provider must be available on short notice to assist with ad hoc clean-up operations, including areas cleared by Law Enforcement where informal occupation has occurred
- All refuse bags filled during operations must be left in agreed parking areas next to regularly serviced municipal bins
- The Overstrand Municipality will be responsible for removal of filled bags

- Drop-off points must be confirmed in writing between the service provider and Overstrand Municipality
- Staff uniforms, bibs, or high-visibility vests must display the HPP logo

The service provider is responsible for providing:

- All tools and equipment required for the service
- Adequate branded PPE and uniforms for all personnel
- Sufficient quantities of plastic refuse bags

### **Service Levels**

The service provider shall be accountable for maintaining a litter-free environment in the designated areas. Performance will be assessed on:

- General cleanliness and neatness
- Feedback from the public and stakeholders
- Timely and accurate monthly reporting

The appointed provider must operate within a maximum monthly budget of **R53,000 (exclusive of VAT) for the period 1 November 2025 – 30 June 2026.**

All costing will be subject to annual review in consultation with HPP, based on performance, operational needs, and budgetary constraints.

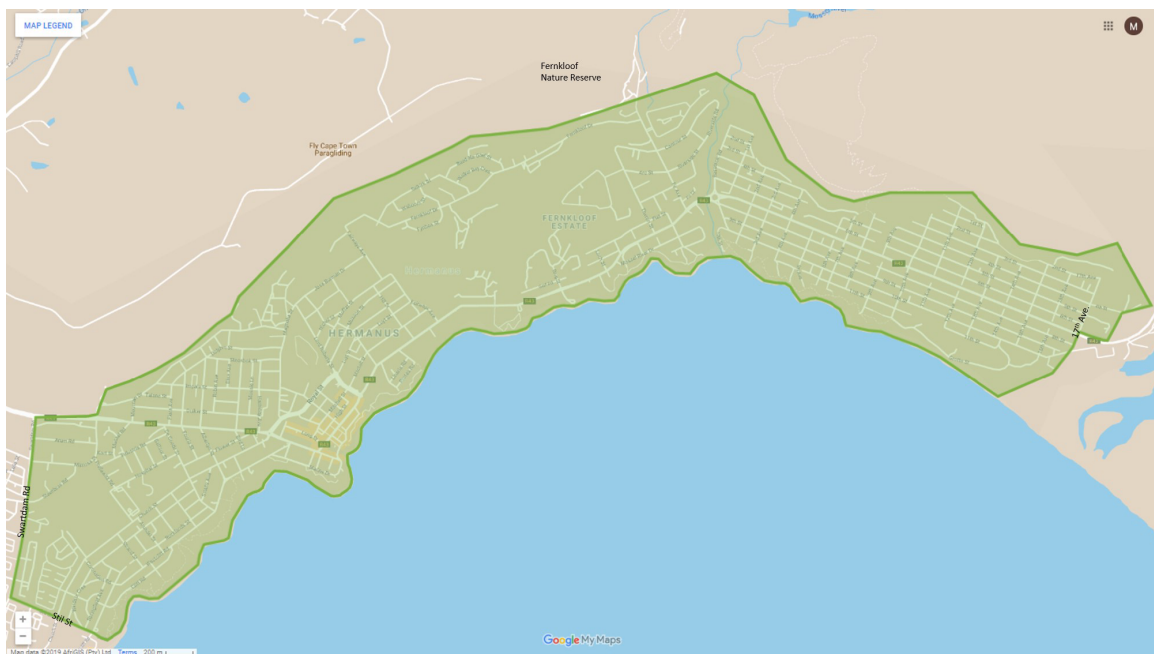
This Scope of Work may be revised in future contract years to meet the evolving needs of the Hermanus SRA.

Service delivery **must commence 1 November 2025**, subject to finalisation of contracting.

#### 4. Boundaries of the Hermanus Special Rating Area

The boundaries of the HSRA are from 17<sup>th</sup> Avenue in the East up to Swartdam Road in the West, with Still Street as the southern border and Fernkloof Nature Reserve as the northern border.

Suburbs included in this area are Westcliff, Westdene, Industria, Northcliff, the Central Business District, Eastcliff, Hermanus Heights, Fernkloof, Kwaaiwater and Voëlklip.



#### 5. Contract Duration

HPP intends to award a fifty-six (56) month contract, subject to annual performance reviews and the continued availability of funding. Annual escalations must be based on CPI, subject to mutual agreement and satisfactory performance.

HPP may terminate the contract with 90 days' notice for material breach, poor performance, or changes in its legal or financial status.

The contractor must cooperate in the event of contract re-tendering or transition to a new provider and provide reasonable handover support to ensure continuity of service.

## 6. Proposal Requirements

Proposals must include:

- Company profile and experience – a brief description of the bidder’s business
- Detailed scope of services (based on the information contained in this RFP and the bidder’s own risk assessment or due diligence)
- Staffing model and local presence
- Deliverables and KPIs
- Pricing breakdown for Year 1 (November 2025 to June 2026), and proposed escalation rates for Years 2 to 5 (financial years running July to June), including a list of all cost exclusions.
- Confirmation that the bidder will comply with exit obligations, including handover reporting, asset and data transfer, and cooperation with a successor during transition if required.
- Acknowledgement of the fifty-six (56) month term (1 November 2025 – 30 June 2030)

### Mandatory Requirements

- Proof of company registration (CIPC)
- Most recent SARS tax clearance certificate
- Certified copies of director IDs
- Relevant certifications (if applicable) (PSIRA, COID, approved Provident Fund, ICASA, etc.)
- Proof of Insurance (including public liability cover)
- Declaration of any conflicts of interest
- A valid BBBEE certificate or affidavit (if applicable)

## 7. Evaluation Criteria

Proposals will be evaluated based on the following weighted criteria:

Criterion	Weight
Vendor Compliance: Relevant experience and capacity	20%

Criterion	Weight
Value for Money: Price	30%
Technical Capability: Methodology & implementation	40%
BBBEE contribution level (affidavit/cert)	5%
Local economic development impact	5%

A minimum threshold of 70% for functionality must be achieved, including at least 50% in the Technical Capability category, for a proposal to be considered.

*Note: HPP reserves the right not to award to the lowest-cost bidder.*

## 8. Submission Instructions

Proposals must be submitted to [executiveofficer@hpp.org.za](mailto:executiveofficer@hpp.org.za) by 31 July 2025. Late or incomplete submissions will be disqualified. Use subject line: *HPP2025-Cleaning-[BidderName]*

All proposals must be submitted in PDF or Microsoft Word format.

All proposals will be considered binding offers.

Bidders will receive an email confirmation upon receipt of submission. If no confirmation is received within 24 hours, bidders must follow up with the HPP Executive Officer.

## 9. Conditions of Proposal

- HPP reserves the right to cancel or modify the RFP.
- Proposals must remain valid for 90 days.



- No canvassing or direct contact with HPP board members or evaluators outside the defined process will be permitted.
- All data created under the SLA will be the property of HPP
- Allow HPP to conduct site visits, reference checks, or interviews as part of the evaluation process.
- Invoices must be submitted monthly in arrears by the 5th calendar day of each month, with supporting documentation. HPP will process payments within 30 days of receipt of valid invoices.

## **10. Disqualification Criteria**

Proposals may be disqualified for:

- Missing mandatory documents
- Failure to meet minimum functionality thresholds
- Failure to submit before the deadline
- Submission of falsified or misleading information
- Non-compliance with legal and regulatory requirements (e.g. CIPC, PSIRA, SARS etc)

## **11. Procurement Governance**

This procurement is subject to the five pillars of procurement: value for money, open and effective competition, ethics and fair dealing, accountability and reporting, and equity.

## **12. Appeals and Objections**

Unsuccessful bidders may appeal within 7 days of notification. Appeals must be in writing to the HPP Board.

## **13. Confidentiality**

All information submitted will be treated confidentially and used solely for the purpose of proposal evaluation. No proprietary information will be disclosed to third parties.

All operational data, reports, and surveillance material generated under this contract shall remain the property of HPP and must be made available upon request.

#### **14. Service Level Agreement**

HPP shall enter into a service level agreement (SLA) with the successful bidder. The attention of bidders is drawn to Annexure A.

#### **15. Additional Context**

Additional information can be found at [www.hpp.org.za](http://www.hpp.org.za)

#### **16. Definitions:**

SLA: Service Level Agreement

SRA: Special Rating Area

PSIRA: Private Security Industry Regulatory Authority

COID: Compensation for Occupational Injuries and Diseases

ICASA: Independent Communications Authority of South Africa

CPI: Consumer Price Index

## **ANNEXURE A**

### **GENERAL CONDITIONS THAT WILL BE APPLICABLE TO THE SERVICE LEVEL AGREEMENT (SLA)**

#### **1. INSURANCE**

The services supplied under the contract shall be fully insured.

#### **2. ASSIGNMENT**

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the HPP's prior written consent.

#### **3. SUB-CONTRACTS**

The contractor shall notify HPP in writing of all sub-contracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the contractor from any liability or obligation under the contract.

#### **4. DELAYS IN THE CONTRACTOR'S PERFORMANCE**

- The performance of services shall be made by the contractor in accordance with the time schedule prescribed by HPP in the SLA.
- If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely performance of services, the contractor shall promptly notify HPP in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, HPP shall evaluate the situation and may at its discretion extend the contractor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the SLA
- The right is reserved to have minor essential services executed by another party if an emergency arises, or when the contractor's services are not readily available.

#### **5. PENALTIES**

If the contractor fails to perform the services within the period(s) specified in the SLA, HPP shall, without prejudice to its other remedies under the SLA, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the current prime interest rate calculated for each day of the delay until actual performance.

#### **6. TERMINATION FOR DEFAULT**

HPP, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate this SLA in whole or in part if the contractor:

- Fails to deliver any or all of the services within the period(s) specified in the SLA, or within any extension thereof granted by HPP
- Fails to perform any other obligation(s) under the SLA; or
- In the judgment of HPP, has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

In the event that HPP terminates the contract in whole or in part, HPP may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the contractor shall be liable to HPP for any excess costs for such similar services. However, the contractor shall continue the performance of the SLA to the extent not terminated.

## **7. FORCE MAJEURE**

- The contractor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the SLA is the result of an event of force majeure.
- If a force majeure situation arises, the contractor shall promptly notify HPP in writing of such condition and the cause thereof. Unless otherwise directed by HPP in writing, the contractor shall continue to perform its obligations under the SLA as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **8. TERMINATION FOR INSOLVENCY**

HPP may at any time terminate the SLA by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HPP.

## **9. SETTLEMENT OF DISPUTES**

- If any dispute or difference of any kind whatsoever arises between HPP and the contractor in connection with or arising out of the SLA, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either HPP or the contractor may give notice to the other party of its intention to commence with mediation. No mediation in

respect of this matter may be commenced unless such notice is given to the other party.

- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

#### **10. LIMITATION OF LIABILITY**

Except in cases of criminal negligence or wilful misconduct:

- The contractor shall not be liable to HPP, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay penalties and/or damages to HPP.

#### **11. APPLICABLE LAW**

The SLA shall be interpreted in accordance with South African laws.

#### **12. TAXES**

- The contractor shall be entirely responsible for its own tax affairs
- No SLA shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid, SARS must have certified that the tax matters of the preferred bidder are in order.

#### **13. TRANSFER OF CONTRACTS**

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of HPP.

#### **14. CONFIDENTIALITY**

HPP and the contractor may disclose to each other confidential information relating to the business or operations of either Party.

The information to be disclosed is confidential and proprietary to the contracting parties and each of the parties is willing to disclose mutually this information for purposes of entering into an SLA only, and undertake to protect and keep confidential such information.

#### **15. AMENDMENT OF THE SLA**

An agreement to amend or vary the SLA, or order or the conditions, stipulations or provisions thereof shall not be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties.