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**PART 2**

**RFP RETURNABLES**

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**SUPPLIER RESPONSE TEMPLATES (SRTs)**

**Instructions to suppliers**

1. Suppliers must complete the bottom section of **SRT 1** (Request for Proposal).
2. Suppliers must complete **SRT 2** (Particulars of Supplier) in full. If the supplier is a joint venture or consortium, all partners to the joint venture or consortium must complete **SRT 2**.
3. Suppliers must complete **SRT 3** (Particulars of Sub-contractor), if applicable. If the supplier will be sub-contracting any portion of this RFP, each one of the supplier’s sub-contractors must complete **SRT 3**.
4. Suppliers must complete and submit a copy of the Supplier Declaration contained in **SRT 4** signed by a duly authorised representative of the supplier. If the supplier is a joint venture or consortium, all partners to the joint venture or consortium must complete **SRT 4**.
5. Suppliers must complete **SRT 5** (Broad-Based Black Economic Empowerment)in full.
6. Suppliers must complete **SRT 6** for all Key Personnel in full, if required.
7. Suppliers must complete **SRT 7** relating to Project Experience in full, if required.
8. Suppliers must provide Client References in the format prescribed in **SRT 8**, if required.
9. Suppliers must complete and submit a copy of the Undertaking of Confidentiality contained in **SRT 9** signed by a duly authorised representative of the supplier.
10. Suppliers must complete the Contract Mark-Up Template contained in **SRT 10.1** to indicate proposed changes to the draft Agreement included in this RFP pack, if any.
11. Suppliers must ensure their technical proposals are submitted to the SARB in accordance with the Requirements for Technical Proposals contained in **Part 1: Section 6**, read together with **SRT 11**.
12. Suppliers must ensure pricing proposals are submitted to the SARB in accordance with the pricing requirements set out in **SRT 12**.
13. Suppliers must refer to **SRT 13** and complete the 3rd Party Risk Assessment Questionnaire attached as **Annexure 2** in accordance with the instructions provided.



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# SRT 1: REQUEST FOR PROPOSAL

|  |  |
| --- | --- |
| **REQUEST FOR PROPOSAL** | |
| **RFP no.** | 4936032 |
| **Description** | Provision of Insurance Broking and Risk Financing Advisory Services to the South African Reserve Bank Group |
| **Issue date** | 04 August 2024 |
| **Closing date and time** | 02 September 2024  **\*Warning:**  Suppliers should allow for at least 4 to 6 hours (depending on the volume and size of the documents) to upload their tender responses to the SARB’s e-Sourcing portal, prior to the closing time, as the system will prevent the submission of any documentation via the portal after the specified closing time. |
| **Validity period** | 120 days |

|  |  |  |
| --- | --- | --- |
| **ISSUED BY** | | |
| **Institution** | South African Reserve Bank (SARB) | |
| **Address** | 370 Helen Joseph Street, Pretoria | |
| **Employer**  (hereinafter collectively referred to as the “SARB”) | South African Reserve Bank | X |
| South African Mint Company | X |
| South African Bank Note Company | X |
| **Acquiring department** | FSD – Financial Services Department | |
| **Delivery/service address** | 370, Helen Joseph Street, Pretoria, Gauteng | |

|  |  |
| --- | --- |
| **RESPONSE SUBMITTED BY**  (\*To be completed by the supplier) | |
| **Name of supplier** |  |
| **Contact person** |  |
| **Contact details** |  |

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# SRT 2: PARTICULARS OF SUPPLIER

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **PARTICULARS OF SUPPLIER** | | | | | | | |
| **Name of supplier** |  | | | | | | |
| **Has done work / or is currently doing work for:** | SARB | | SABN | | | SAMC | |
|  | |  | | |  | |
| **Type of enterprise** | Individual | Sole proprietor | | Partnership | Close corporation | | Private company |
|  |  | |  |  | |  |
| **Enterprise registration no.** |  | | | | | | |
| **Identity number (if sole proprietor or partners)** |  | | | | | | |
| **VAT registration no.** |  | | | | | | |
| **Personal income tax no. (if sole proprietor or partners)** |  | | | | | | |
| **Professional memberships and/or affiliations** |  | | | | | | |
| **Types and limits of insurance cover** |  | | | | | | |
| **Physical address**  (of local office) |  | | | | | | |
| **Email address** |  | | | | | | |
| **Telephone & facsimile no.** |  | | | | | | |
| **Name of contact person** |  | | | | | | |
| **Authorised signatory and capacity** |  | | | | | | |
| **Details of auditor or accountant** |  | | | | | | |

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******SRT 3: PARTICULARS OF SUBCONTACTOR**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **PARTICULARS OF SUBCONTRACTOR**  (Duplicate this SRT in the event of multiple subcontractors)  (\*If not known yet, the last three line items must nevertheless still be completed) | | | | | |
| **Name of subcontractor** |  | | | | |
| **Type of subcontractor** | Individual | Sole proprietor | Partnership | Close corporation | Private company |
|  |  |  |  |  |
| **Subcontractor’s registration no.** |  | | | | |
| **Identity number (if sole proprietor or partners)** |  | | | | |
| **VAT registration no.** |  | | | | |
| **Personal income tax no. (if sole proprietor or partners)** |  | | | | |
| **Professional memberships and/or affiliations** |  | | | | |
| **Physical address**  (of local office) |  | | | | |
| **\*Details of work to be performed by the subcontractor** |  | | | | |
| **\*% of contract which will be executed by the subcontractor** |  | | | | |
| **\*Value of contract which will be executed by the subcontractor** |  | | | | |

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# SRT 4: SUPPLIER DECLARATION

|  |  |  |  |
| --- | --- | --- | --- |
| **SUPPLIER DECLARATION** | | | |
| I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby solemnly declare that: | | | |
| **A.** | **Supplier’s status** | **Qualify in paragraph F if you cannot answer NO** | **NO** |
| 1. | No real or potential conflict of interest exists which will disqualify the supplier from participating in this RFP process |  |  |
| 2. | The supplier has not engaged in any collusive practices or anti-competitive behaviour during the preparation of its response to this RFP |  |  |
| 3. | The supplier is not listed on the National Treasury’s Register for Tender Defaulters |  |  |
| 4. | The supplier is not listed on the National Treasury’s Database of Restricted Suppliers |  |  |
| 5. | The supplier is not insolvent, has not provisionally or finally been liquidated, nor has business rescue proceedings commenced against it |  |  |
| 6. | The supplier is not involved in any pending litigation instituted by a current or former customer / client |  |  |
| **B.** | **Pricing** | **YES** | **NO** |
| 7. | The supplier will keep its price firm for the duration of the validity period of this RFP |  |  |
| **C.** | **Terms and Conditions** | **YES** | **NO** |
| 8. | The supplier accepts all the terms and conditions contained in the draft agreement included in this RFP pack (if any). |  |  |
| The supplier has completed **SRT No. 10.1** to indicate which terms it has amended, deleted or inserted (if applicable). |  |  |
| **D.** | **Completeness** | **YES** | **NO** |
| 9. | The supplier confirms that it has checked its offer for completeness and that all requirements as set out in this RFP have been complied with. |  |  |
| **E.** | **Signing authority** | | |
| 10. | I confirm that I am duly authorised to sign this declaration and to submit a response to this RFP on behalf of the supplier by virtue of (state where authority to sign is derived from e.g. company resolution, power of attorney, owner etc.) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed for and on behalf of the supplier  Name:  Capacity: | | |

|  |  |
| --- | --- |
| **F.** | **QUALIFICATION/S**  \*Refer to paragraph A above (supplier’s status) |
|  |  |
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# SRT 5: BROAD-BASED BLACK ECONOMIC EMPOWERMENT

1. **Broad-Based Black Economic Empowerment (B-BBEE)** 
   1. The supplier must complete the table below.

|  |  |
| --- | --- |
| **BROAD-BASED BLACK ECONOMIC EMPOWERMENT** | |
| B-BBEE contributor status level |  |
| % Black ownership |  |
| % Black women ownership |  |
| **B-BBEE CATEGORY**  (please mark with “X”) | |
| **Exempt micro enterprise (EME)**  R0 – R10 million turnover per annum |  |
| **Qualifying small enterprise (QSE)**  R10 – 50 million turnover per annum |  |
| **Generic**  More than R50 million turnover per annum |  |

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# SRT 6: KEY PERSONNEL

(Duplicate the table below for multiple key personnel, where necessary)

1. **Key Personnel**
   1. The supplier must provide details of its team composition in its proposal in the form of an organogram clearly setting out the name and role of each of its key personnel.
   2. The supplier must also indicate how the substitution of staff will be dealt with in practice and how it will guarantee service continuity.
   3. The supplier must provide the requisite information in table format as prescribed below for each of the key personnel that will form part of the supplier’s team. Where different options have been provided, an “X” must be placed in the applicable box.
   4. Copies of all professional-, academic- and/or industry qualifications must be submitted as part of the supplier’s response (only relevant qualifications and experience must be included).

**Note:**

Suppliers must state the **full** names, highest **relevant** qualification and only years of **relevant** work experience for the proposed resource.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **KEY PERSONNEL** | | | | | | | |
| **Name of consultant:** | |  | | | | | |
| **1** | **Type of citizenship** | | | RSA | | Foreign | Dual |
| **2** | **Highest relevant academic qualification** | Postgraduate | | Degree | | Diploma | Other |
| Details: | | | | | | |
| **3** | **Relevant professional qualifications and/or certifications** | Details: | | | | | |
| **4** | **Years of relevant experience** | <2 years | | 2-5 years | | 6-10 years | >10 year |
| Details: | | | | | | |
| **5** | **Period with company** | <1 year | 1-3 years | | 4-7 years | | >7 years |
| **6** | **Position in company** | Owner /  Director /  Partner | Manager | | Professional | | Other |
| **7** | **Certificate** | Date of issue:  Validity period:  Institution:  Copy provided: Yes/No | | | | | |

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# SRT 7: PROJECT EXPERIENCE

(Duplicate the table below to capture information for multiple projects)

1. **Projects**
   1. The supplier must provide details of projects of a similar nature to the one proposed by the SARB that the supplier has completed in the recent past.
   2. The role of the supplier on these projects must be similar to what its role will be if this RFP is awarded to such supplier.
   3. The supplier must ensure that it provides the requisite information in the format as prescribed below. Where different options have been provided, the supplier must place an “X” in the appropriate box.

**PROJECT EXPERIENCE**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Example 1** | | | | | |
| **Project name** |  | | | | |
| **Type of project** |  | | | | |
| **Role on project** |  | | | | |
| **Duration of project** |  | | | | |
| **Project start date and end date** |  | | | | |
| **Period of involvement** |  | | | | |
| **Total project value** | R million | | | | |
| **Value of work responsible for** | R million | | | | |
| **Name of client**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Name of principal agent/project manager**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Total number of projects completed by supplier to date in each category** | **R million**  <R1 | **R million**  R1-5 | **R million**  >R5-10 | **R million**  >R10-50 | **R million**  >R50 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Example 2** | | | | | |
| **Project name** |  | | | | |
| **Type of project** |  | | | | |
| **Role on project** |  | | | | |
| **Duration of project** |  | | | | |
| **Project start date and end date** |  | | | | |
| **Period of involvement** |  | | | | |
| **Total project value** | R million | | | | |
| **Value of work responsible for** | R million | | | | |
| **Name of client**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Name of principal agent/project manager**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Total number of projects completed by supplier to date in each category** | **R million**  <R1 | **R million**  R1-5 | **R million**  >R5-10 | **R million**  >R10-50 | **R million**  >R50 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Example 3** | | | | | |
| **Project name** |  | | | | |
| **Type of project** |  | | | | |
| **Role on project** |  | | | | |
| **Duration of project** |  | | | | |
| **Project start date and end date** |  | | | | |
| **Period of involvement** |  | | | | |
| **Total project value** | R million | | | | |
| **Value of work responsible for** | R million | | | | |
| **Name of client**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Name of principal agent/project manager**  **Contact person**  **Contact tel. no.** |  | | | | |
|  | | | | |
|  | | | | |
| **Total number of projects completed by supplier to date in each category** | **R million**  <R1 | **R million**  R1-5 | **R million**  >R5-10 | **R million**  >R10-50 | **R million**  >R50 |

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# SRT 8: CLIENT REFERENCES

1. **Contactable client references**
   1. Suppliers must furnish the contact details for *o*f its current- and/or past clients to whom it has supplied similar goods, rendered similar services or executed work of a similar nature in the recent past as per section 7 on the evaluation criteria in the format set out below:

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTACTABLE REFERENCE NO. 1** | | | |
| **Name of client and details of contact person** | **Contract**  **period**  **(start & end date)** | **Total length of relationship with supplier** | **Description of the goods supplied and/or services rendered to the client by the supplier** |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTACTABLE REFERENCE NO. 2** | | | |
| **Name of client and details of contact person** | **Contract**  **period**  **(start & end date)** | **Total length of relationship with supplier** | **Description of the goods supplied and/or services rendered to the client by the supplier** |
|  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **CONTACTABLE REFERENCE NO. 3** | | | |
| **Name of client and details of contact person** | **Contract**  **period**  **(start & end date)** | **Total length of relationship with supplier** | **Description of the goods supplied and/or services rendered to the client by the supplier** |
|  |  |  |  |

**OR**

1. **Written client references**
   1. Suppliers must furnish written reference letters from clients for whom it has supplied similar goods, rendered similar services or executed work of a similar nature, currently or recent past , on a company letterhead in the following format:

|  |  |  |
| --- | --- | --- |
| **DETAILS OF CONTRACTUAL RELATIONSHIP WITH SUPPLIER** | | |
| **Description of the goods supplied or services rendered to the client by the supplier** | **Contract**  **period**  **(start & end date)** | **Total length of relationship with supplier** |
|  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SUPPLIER RATING** | | | | |
| **Evaluation criteria** | **Excellent** | **Good** | **Average** | **Poor** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* 1. Should a supplier be unable to furnish the SARB with written references, the supplier must provide detailed reasons in its proposal for its inability to provide the requisite references.
  2. The SARB may contact client references to confirm the validity of claims made in any reference letters submitted by the supplier.

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# SRT 9: UNDERTAKING OF CONFIDENTIALITY

This Undertaking of Confidentiality is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Registration Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), (hereinafter referred to as “the Recipient”) with its usual place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in favour of the SARB.

In consideration of the covenants and provisions contained herein, the Recipient undertakes as follows:

1. The following terms will have the meanings ascribed to them below:
   1. **“SARB”** will mean the South African Reserve Bank, the party making information, as defined below, available to the Recipient;
   2. **“Effective Date”** will mean the date upon which this Undertaking is signed by the Recipient;
   3. **“Recipient”** will mean the party to whom information, as defined below, is made available;
   4. “**Information**” will mean trade, commercial, financial, strategic and management secrets, as well as confidential and other proprietary information disclosed by the SARB to the Recipient directly or indirectly, orally, visually, in electronic format or in any other form, including but not limited to:-
      1. any information related to the affairs of the SARB, its affiliates, employees, customers, shareholders, clients, subsidiaries and vendors;
      2. all trade secrets, know-how, ideas, formulations, sketches, photographs, plans drawings, sample reports, models, studies, analyses, compilations, inventions, profiles, technical data, product development data, user customer data, research development data, equipment, product or process specifications, designs, software or computer programmes, concepts, exclusivity arrangements, any information regarding the encryption and encryption techniques, methodologies and all other technical, computer, and similar information, belonging to or in the possession of the SARB;
      3. any information contained in any written communication which is in any manner marked as “confidential” or “secret” including documents addressed by the SARB to any person or by any person to the SARB; and
      4. notes, analyses and other documents prepared by the Recipient which have been based upon or derived from Confidential Information received from the SARB.
2. The Recipient acknowledges the requirements of section 33 of the South African Reserve Bank Act, No. 90 of 1989, as amended, regarding the preservation of secrecy of information of the SARB and agrees to abide by same.
3. The SARB may, at its option, make Information available to the Recipient. Information disclosed orally, practically, in writing or electronically will be considered as confidential. For purposes of this Undertaking, Information will not include any information which is required to be disclosed before a court of law or under any law pursuant to a valid, binding and enforceable judicial order provided that in these circumstances the Recipient shall advise the SARB in writing prior to such disclosure to enable the SARB to take whatever steps it deems necessary to protect its interest in this regard and provided further that the Recipient will use its reasonable endeavors to protect the confidentiality of such information to the widest extent possible in the circumstances.
4. The Recipient will:
   1. not, at any time, save in terms of this Undertaking, divulge or disclose to any third party in any form or manner whatsoever and for any reason or any purpose whatsoever, either directly or indirectly, any Information without the prior written consent of the SARB;
   2. not, at any time, use, exploit, permit the use of, employ, apply or in any manner whatsoever, whether directly or indirectly, use the Information disclosed to it for any purpose whatsoever other than for the purpose for which it was disclosed and otherwise than in accordance with the provisions of this Undertaking, without the prior written consent of the SARB;
   3. in cases where the Recipient is uncertain as to the nature of any information (whether that information qualifies as Information in terms hereof or not), treat such information as being included in the Information;
   4. at all times maintain in secrecy any and all Information which may be acquired by or disclosed to it; and
   5. not, directly or indirectly, at any time after the coming into force of this Undertaking and irrespective of the termination of this Undertaking for any cause at any time subsequent to the Effective Date:
      1. do or purport to do anything or assist any other person in doing anything which may or could impair, prejudice or interfere with the SARB’s vested rights, title and interest in and pertaining to the Information;
      2. represent that it has any right, title or interest in and pertaining to the Information; and
      3. disclose to any publishing or news media (such as newspapers, magazines, trade publications, radio, internet websites, television and the like) any Information or any information of any nature whatever with regard to the products, services or activities of the SARB, which the SARB has not already made known to the public at large, without the prior written consent of the SARB.
5. The Recipient further agrees to disclose the Information only to its employees, sub-contractors, suppliers, legal advisors and financial advisors whose services are required in furtherance of the objectives of the business relationship between the parties, and to require each of its employees, sub-contractors, suppliers, legal advisors and financial advisors to comply with the terms of this Undertaking, prior to the disclosure to such employees, sub-contractors, suppliers, legal advisors and financial advisors.
6. The Recipient will not make any additional copies of Information without the express written consent of the SARB. The Recipient, will at its own cost, and after a written request has been submitted by the SARB, return all documents and tangible property in its possession which contain any part of the Information disclosed to the Recipient by the SARB hereunder.
7. Nothing in this Undertaking will restrict the SARB from using, disclosing or disseminating its own Information in any way.
8. The Recipient hereby indemnifies, defends and holds the SARB harmless against any claims, loss, liabilities, harm, damage or costs suffered or incurred by the SARB pursuant to a breach by the Recipient or any of the persons referred to in clause 5 of the confidentiality undertakings set out in this Undertaking.
9. The Recipient will use its best endeavors to assist the SARB with identifying and preventing any unauthorised or improper use or disclosure of the Information and will promptly notify the SARB if it learns of or has reason to believe that any third party has violated or intends to violate the terms of this Undertaking or any right to use such Information granted pursuant to this Undertaking.
10. For the avoidance of doubt, no provision of this Undertaking should be construed in such a way that the SARB is deemed to have granted its consent to the Recipient to disclose the whole or any part of the Information in the event that the Recipient receives a request, for the whole or any part of the Information in terms of the provisions of the Promotion of Access to Information Act, No. 2 of 2000, as amended (“PAIA”). In the event of the Recipient receiving a request from a third party for the disclosure of and access to the Information then the Recipient shall, in accordance with the provisions of section 65 or section 37 of PAIA (as the case may be), refuse to disclose and provide such third party with access to the Information requested.
11. The Recipient acknowledges that the provisions of clause 10 shall not be construed in such a manner as to exclude the applicability of any other ground of refusal contained in PAIA which may be applicable in the event that Recipient receives a request for the whole or any part of the Information in terms of PAIA.
12. The obligations imposed by this Undertaking will endure in perpetuity.
13. This Undertaking sets forth the entire agreement and understanding between the parties as to the subject matter hereof and supersedes, cancels, and merges all agreements, negotiations, commitments, writings, and discussions between them as to the subject matter prior to the date of this Undertaking.
14. Neither of the parties will be bound by any condition or representations with respect to such subject matter, other than as expressly provided for in this Undertaking or as duly set forth on or subsequent to the date of this Undertaking in writing, and signed by a proper and duly authorised representative of the parties.
15. In the event of the invalidity or unenforceability of any provision of this Undertaking under any applicable law, the parties agree that such invalidity or unenforceability will not affect the validity or enforceability of the remaining portions of this Undertaking.
16. No alteration, variation or waiver of any provision of this Undertaking, including this clause 16, shall be of any force or effect unless it is recorded in writing and signed on behalf of the parties.

**IN WITNESS WHEREOF**, the Recipient has caused this Undertaking to be signed in its name and on its behalf by its representative duly authorised thereto.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for and on behalf of the Recipient

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Names

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Capacity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# SRT 10: CONTRACT

1. **Contract** 
   1. The SARB has selected the contract option indicated below to apply to this RFP:

|  |  |  |
| --- | --- | --- |
| **NO.** | **CONTRACT OPTIONS** | **APPLICABLE** |
| 1 | A draft agreement is included in the RFP pack | Yes |
| 2 | A purchase order containing the SARB’s Standard Terms and Conditions will be issued to the supplier upon award | No |
| 3 | An agreement will be drafted in consultation with the successful supplier pursuant to the award of this RFP | No |
| 4 | The supplier must furnish its Standard Terms and Conditions | No |
| 5 | The supplier must furnish a Service Level Agreement | No |
| 6 | The successful supplier must complete the relevant PROCSA Agreement after award | No |

* 1. If option 1 has been selected and the RFP is issued together with a draft contract, the supplier is obliged to indicate whether or not it accepts all the terms and conditions set out in such draft agreement in its Supplier Declaration (refer to **SRT No. 4**).
  2. In the event that a supplier has indicated not all terms and conditions contained in the draft agreement are acceptable to the supplier, the supplier is obliged to complete **SRT No. 10.1**.
  3. Completion of the relevant PROCSA Agreement will only be required by the successful supplier.

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## SRT 10.1: CONTRACT MARK-UP TEMPLATE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CONTRACT MARK-UP** | | | | |
| **Part &**  **clause no.** | **Mark with an X** | | | **Proposal** |
| **Amended** | **Deleted** | **New** |
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# SRT11: PROPOSAL

1. **Technical proposal**
   1. In response to this RFP, suppliers must –

|  |  |  |
| --- | --- | --- |
| **OPTIONS** | **DESCRIPTION** | **APPLICABLE** |
| No. 1 | Complete the SARB’s technical proposal template |  |
| No. 2 | Attach their own technical proposal | Yes |

* 1. If option 1 above was selected, the supplier must complete the SARB’s prescribed proposal template in **SRT 11.1**.
  2. If the SARB prescribed a proposal template, suppliers may not amend, add to or deviate from the prescribed template whatsoever.
  3. If option 2 above was selected, the supplier must insert its own proposal marked as **SRT 11.1** in accordance with the Requirements for Proposals contained in **Part 1:** **Section 6**.

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## SRT 11.1: TECHNICAL PROPOSAL

*[Please submit as per section 7 of the tender document*]

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# SRT12: PRICING

1. **Pricing**
   1. In response to this RFP, suppliers must –

|  |  |  |
| --- | --- | --- |
| **OPTIONS** | **DESCRIPTION** | **APPLICABLE** |
| No. 1 | Complete the SARB’s pricing template | No |
| No. 2 | Attach a price list | No |
| No. 3 | Attach a schedule of fees | Yes |
| No. 4 | Attach a breakdown of disbursements | No |
| No. 5 | Attach a breakdown of fees per project stage/ milestone | No |

* 1. If option 1 above was selected, the supplier must complete the SARB’s prescribed pricing proposal template in **SRT 12.1**.
  2. If the SARB prescribed a pricing template, suppliers may not amend, add to or deviate from the prescribed template whatsoever.
  3. If option 2, 3, 4 or 5 above was selected, the supplier must insert its pricing proposal marked as **SRT 12.1**.
  4. All pricing must be furnished on the entity’s letterhead.
  5. The entity’s VAT registration number must be reflected at the top of each page.
  6. Every page must be initialled by the authorised signatory and signed in full on the last page.
  7. Suppliers must submit their pricing proposals to the SARB both in a .pdf, as well as an electronic, editable format.

|  |  |
| --- | --- |
| **YES** | **NO** |
| **x** |  |

**COST SUMMARY**

Suppliers are required to complete the cost summary below

|  |  |  |
| --- | --- | --- |
| **COST SUMMARY** | | |
| **1** | **Schedule of fees as per the proposed scope in section 4 of the RFP document.** |  |
| **2** | **15% VAT (if applicable)** |  |
| **3** | **TOTAL** |  |

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## SRT12.1: PRICING PROPOSAL

*Supplier is requested to submit its own pricing/schedule of fees*

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# SRT 13: INFORMATION SECURITY AND PRIVACY RISK REQUIREMENTS

* 1. Every supplier must complete the 3rd Party Risk Assessment Questionnaire included as **Annexure 2** electronically and submit the Questionnaire, together with all necessary supporting evidence, as part of its response to this RFP.
  2. Suppliers must refrain from making any changes to the spreadsheet, as it may impact the underlying logic.
  3. Suppliers who have previously completed the Questionnaire, have been assessed by the SARB’s Privacy Office and Cyber Information Security Unit (CISU), and whose risk assessment is still valid (see **paragraph 4 below**) need only complete the first tab of the Questionnaire, provided that the nature of the services has not changed since the risk assessment was conducted.
  4. Suppliers must note that generally risk assessments are only conducted on successful suppliers.

1. **Purpose**
   1. The purpose of this Questionnaire is to determine the level of information risk exposure that the supplier may pose to the SARB, should the supplier be appointed as the successful bidder.
   2. It is important for the SARB to have assurance that the supplier complies with the relevant prescripts of POPIA, should the supplier be required to process personal information of the SARB or any data subjects during the contract term.
2. **Risk Assessment**
   1. The Questionnaire must be filled in as accurate and complete as possible, as the information and responses will be used to assess the risk level of the supplier (high, medium, low) and will also be used during the conclusion of a contract with the successful bidder.
   2. The assessment consists of three parts namely:

* **PART A: Pre-evaluation**

This part is utilised to assess the type of information risk exposure that the supplier poses and must be completed by all suppliers.

* **PART B: POPIA Due Diligence Questionnaire**

This part must be completed by all suppliers who will process personal information on behalf of or in conjunction with the SARB.

* **PART C: Cyber Security Assessment**

This part must be completed by all suppliers who pose medium and high information risk exposure to the SARB.

1. **Validity period of risk assessment**

The validity period for risk assessments conducted by the SARB’s Privacy Office and CISU on successful bidders will be as follows, provided any new appointment of a supplier is for services that are similar in nature compared to the supplier’s original appointment:

* 1. For suppliers rated as high risk – 24 months;
  2. For suppliers rated as medium risk – 36 months; and
  3. For suppliers rated as low risk – 36 months.