



South African Reserve Bank

**Financial Services Department - Procurement Section
370 Helen Joseph (formerly Church) Street
Pretoria**

Request for Tender - Tender No BM/17-2014

Point of Sale System for the South African Reserve Bank

Date of issue 2014-09-26

Closing date: Monday, 2014-10-13 @ 10h00

State full name of organisation:

State discipline

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Invitation to tender

The South African Reserve Bank (the Bank) wishes to appoint and contract a service provider for provision of Point of Sale System solution to facilitate the payment by Bank staff and visitors for lunch and refreshments served at in the Bank cafeteria. The Bank accordingly invites your organisation as a potential service provider to take part in the Request for Tender (RFT).

Potential service providers must kindly take notice that the Bank and its subsidiaries are National Key Points and as such short-listed service providers will be subjected to extensive security vetting as dictated by the enabling legislation and the acceptance of a Confidentiality Agreement. Tender documents together with four (4) copies clearly marked "original" and "copy", (five in total) will be received until **Monday, 2014-10-13** at **10h00**, and must be enclosed in sealed envelopes, bearing the applicable tender headings, tender reference number as well as the closing time and due date, as per the supplied cover page of this document.

The proposals should be deposited strictly in the tender box situated at the South African Reserve Bank, Head Office, 370 Helen Joseph Street (formerly Church Street) Pretoria, for attention Badanile Masango. Tenders shall remain valid for a period of 120 (one hundred and twenty) days from the closing date for the submission of tenders, during which period it may not be amended or withdrawn.

Where courier services companies are utilised for delivery of the documents, kindly give specific instructions for the documents to be deposited in the tender box and not through the Bank internal mailing system. Tenders not deposited in the tender box will not be considered.

Late submissions will not be considered.

Kindly acknowledge receipt of this invitation and communicate your decision whether your company intends to submit the tender to: Badanile.Masango@resbank.co.za.

Section 1: Conditions of Tender

1.1 **Introduction**

1.1.1 The Bank will select a service provider from those service providers who have submitted tenders.

1.1.2 Please note that (i) the costs incurred or losses suffered by the service provider in preparing and submitting a tender and negotiating the tender, including visits to the Bank premises (if required), are not reimbursable as a direct cost of the assignment; and (ii) the Bank is not bound to accept any of the tenders submitted.

1.1.3 The Bank policy requires that service providers provide professional, objective, and impartial advice and at all times hold the Bank's interests paramount, without any consideration for future work.

1.1.4 It is the Bank's policy to require that service providers observe the highest standard of ethics during the execution of RFTs. The Bank will reject a tender for award if it determines that the service provider recommended for the award has engaged in corrupt or fraudulent activities in competing for the project in question.

1.2 **Clarification and amendment of the tender documents**

1.2.1 Service providers may request a clarification of any information in the tender before the submission date. Any request for clarification must be sent in writing (by e-mail) to the following person at least 48 hours before the closing date:

1.2.1.1 Badanile Masango at e-mail to Badanile.Masango@resbank.co.za.

1.2.2 The Bank may, for any reason, whether at its own initiative or in response to a clarification requested by an invited service provider, amend the RFT. Any amendment shall be issued in writing through addenda.

1.2.3 Addenda shall be sent by fax or e-mailed to all invited service providers and will be binding on them. The Bank may at its discretion extend the deadline for the submission of tenders.

1.3 **Preparation of tender**

1.3.1 Service providers are requested to submit a tender written in English.

1.3.2 In preparing the proposal, service providers are expected to examine the documents constituting this RFT in detail. Material deficiencies in providing the information requested may result in rejection of the tender.

1.3.3 While preparing the tender, service providers must ensure that the majority of the key professional staff proposed has a proven, extended and stable working relationship with them.

1.4 **Submission of tender**

1.4.1 Service providers must note that if the conditions set out hereafter are not closely adhered to it may result, at the sole discretion of the Bank, in the tender not being accepted for consideration.

1.4.2 The original tender shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the service provider. Any such corrections must be initialled by the person or persons who sign(s) the tenders.

- 1.4.3 Where applicable, tenders have to be submitted on the official forms included in the tender documents and preferably not be qualified by the service provider's own conditions of tender.
- 1.4.4 Each service provider is required to return the complete set of tender documents with all the required information supplied and completed in all respects.
- 1.4.5 Service providers are requested to supply all information requested in the RFT.
- 1.4.6 Service providers are instructed to adhere strictly to the numbering used in the tender document to facilitate ease of evaluation.
- 1.4.7 Service providers are to note that it remains the responsibility of the tenderers to ensure the timely delivery of the tender.

1.5 **Completion of tender**

- 1.5.1 The tender document contains forms of tender to be completed by the service provider in every detail, in ink.

1.6 **Signing of tender**

- 1.6.1 The person duly authorised thereto shall sign the tender.

1.7 **Publicity and media releases**

- 1.7.1 While the RFT process is in progress, the service provider is not entitled to generate publicity or issue media releases that in any way refer to this RFT or the service provider's response to it, without the prior written consent of the Bank.

1.8 **Procurement process**

- 1.8.1 This is the tender stage of the procurement process.
- 1.8.2 The Evaluation Panel will evaluate the tenders on the basis of the evaluation criteria. Each tender will be awarded a score.
- 1.8.3 Although it is not envisaged that short-listed respondents will be required to make presentations to the Evaluation Panel, the Bank may at its discretion decide to do so and will advise the organisations timeously.
- 1.8.4 A tender shall be rejected at this stage if it does not respond to important aspects of the brief or if it fails to achieve the minimum score pre-determined by the Evaluation Panel.
- 1.9 **Tender evaluation criteria**
- 1.9.1 Tenders will be evaluated based on, *inter alia*, the following criteria:
 - 1.9.1.1 Company profile which contains details of, inter alia, equity owners of the company, directors of the company, their responsibilities, core business of the company and any other business areas, any other matter which you deem relevant, etc.
 - 1.9.1.2 Proven track record and experience in providing work of a similar nature.
 - 1.9.1.3 The proposed fee structure or pricing.
 - 1.9.1.4 Capacity and expertise to deliver the requirements stipulated in the terms of reference/scope of services.
 - 1.9.1.5 Tax clearance certificate (exclusionary criterion).

1.9.1.6 Compliance with BBBEE and fostering diversity by promoting strategies and actions that effectively recognise and utilise practitioners and employees of all equity groups; kindly enclose your company valid BEE certificate.

1.9.1.7 Contactable references.

1.10 **Selection of preferred service providers**

1.10.1 The Bank will select the preferred service providers following the evaluation of the tenders. The Bank will promptly notify other service providers on the shortlist that they were unsuccessful.

1.10.2 The preferred service providers may be requested to supply the Bank with some information relating to its personnel designated to the Bank for the purposes of security vetting by the Bank.

1.11 **Withdrawal, substitution and modification of RFT**

1.11.1 The Bank reserves the right to withdraw/rescind, substitute or modify the RFT. Notification of any withdrawal/rescission, substitution or modification will be given to all service providers.

Section 2: Notes to service provider

2.1 Tender

The tender, which should not exceed fifty pages in total, is required to comprise the following:

2.1.1 Company profile;

2.1.2 BBBEE details and rating certificate;

2.1.3 Section 3 of this RFP: Terms of reference/Scope of services;

2.1.4 Tax clearance certificate;

2.1.5 Form of Tender (**Annexure A**);

2.1.6 Undertaking of confidentiality (**Annexure B**);

2.1.7 Security vetting documents (**Annexure C**).

2.2 The Bank will not be bound to accept the lowest price quoted, and post-tender negotiations may be entered into, where necessary, to qualify or clarify tenders, or to discuss potential improvements or adjustments to tenderers' offers.

Section 3: Terms of Reference/Scope of services

3.1 Introduction

3.1.1 The change to the cafeteria requires a 'plug and play' point of sale solution from a third party provider to facilitate the payment by staff and visitors for lunch and refreshments served in the cafeteria.

3.2 Requirements

3.2.1 Membership

3.2.1.1 Lunch club (permanent/monthly) membership

- The specified monthly amount must be automatically loaded to members cards each month
- A daily deduction will be made from member cards regardless of use
- Membership fee will cover daily provision of the budget meal

3.2.1.2 Temporary membership

- Adhoc membership where cards are issued for use when needed
- Cards to be topped up via the cash/card loading machine

3.2.1.3 Once-off/daily membership

- Packaged daily meal at set price

3.2.2 Loading of meal cards

3.2.2.1 Monthly Allocation

- Lunch club members (no user intervention)

3.2.2.2 Top up via card loader

- Card or cash
- Machine to be provided by vendor
- Applies to temporary membership

3.2.2.3 Shortfalls

- The system should not allow this

3.2.2.4 Carry over

- Not applicable to loaded lunch club amount
- Applicable to any top up amount

3.2.3 Meal Payment

3.2.3.1 A cashier will be at the exit

3.2.3.2 Only cards for the system will be accepted (cashless)

3.2.3.3 Receipts to be given with each transaction with the following details:

- Opening balance;
- Amount paid; and
- Closing balance.

3.2.4 Refunds

3.2.4.1 Applicable to both staff and non-staff

3.2.4.2 No refund of lunch club amount

3.2.4.3 Top up refunds allowed:

- To be facilitated by system administrator from the vendor based on a credit note issued to the user by the catering department

3.2.5 Interfaces

3.2.5.1 Security entrance system

- This is dependent on the type of cards to be used, but is preferable

3.2.5.2 Banking Services Division

- To be involved in daily clearing and reconciling with the Bank's teller

3.2.6 Reporting requirements

3.2.6.1 Linking of cash movement in the machine to allow for reconciliation

- PC in kitchen for Catering Department staff to be able to track movements of the day

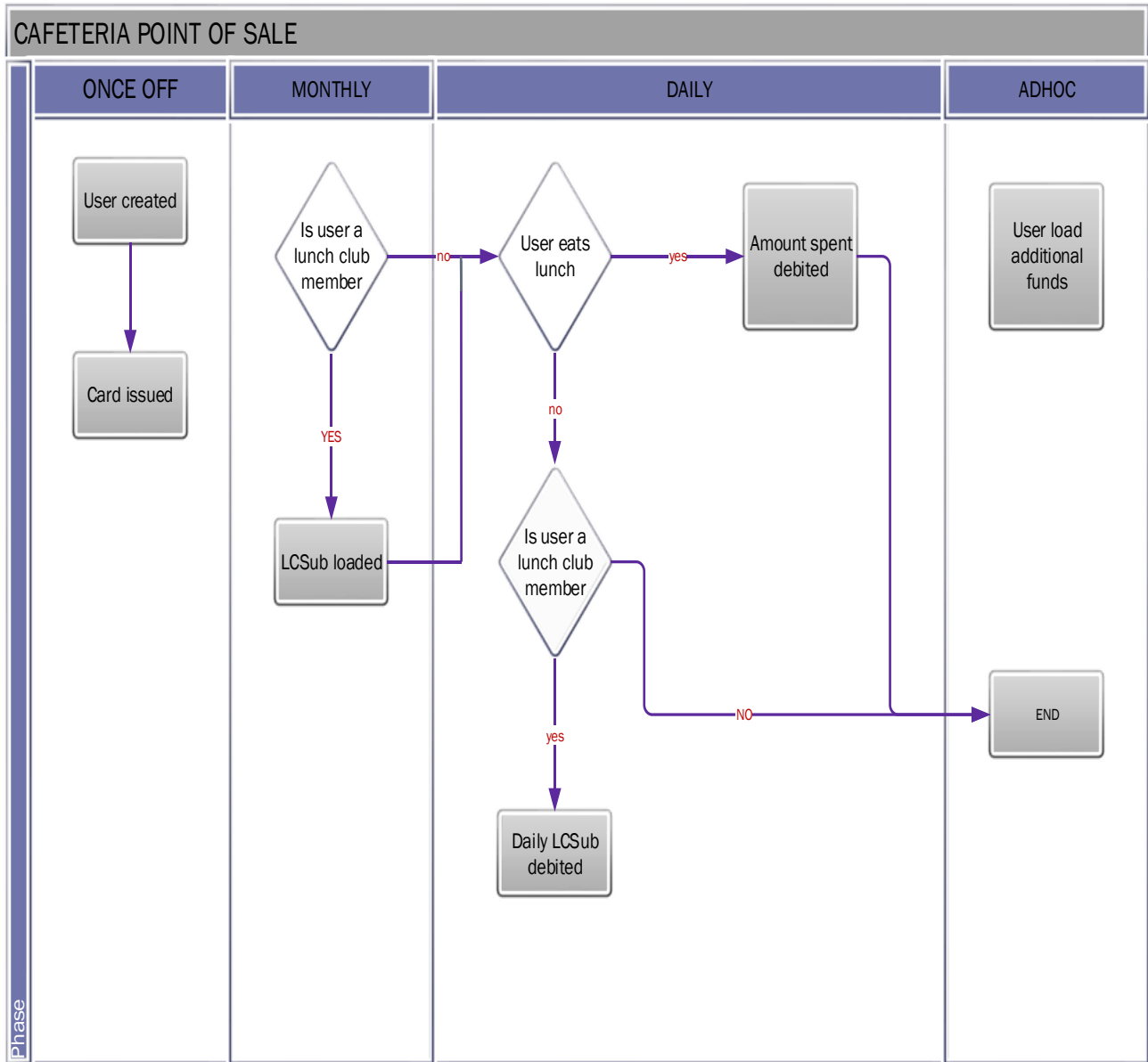
3.2.6.2 Operational reports

3.2.6.3 Management reports

3.2.6.4 Monitoring reports

3.2.6.5 Audit reports

3.3 Process flow for Point of Sale is depicted below



Section 4: Breakdown of costs

Cost breakdown according to the relevant fees, and including VAT must be attached hereto, and both the breakdown and Annexure A must be signed by the service provider.

The cost breakdown should be submitted on the company letterhead and should be signed by the authorised signatory.

Signed: _____

(for and on behalf of the service provider who by signature hereof warrants authorisation hereto)

Date: _____

Section 5: Summary of conditions of contract

5.1 **Conditions of contract**

5.1.1 Some of the terms of the contract which shall govern the rendering of services are set out herein below. However, the Bank may draft comprehensive conditions of contract after awarding the tender, if deemed necessary. The Bank is agreeable to negotiate the terms and conditions of the contract as may be reasonably required by either the Bank or the service provider.

5.2 **Contact person**

5.2.1 The service provider is to ensure that a contact person is appointed to the Bank's project.

5.3 **Cost**

5.3.1 It is the service provider's responsibility to ensure that the cost tendered, includes all matters deemed necessary for the successful rendering of services.

5.4 **Insurance**

5.4.1 The Service provider is to insure its own personnel, equipment and vehicles.

5.5 **Protection of the service**

5.5.1 The service provider must warrant the rendering of the service to the Bank for the period of the contract.

5.6 **Contract type**

5.6.1 The Bank wishes to enter into a fixed contract with a service provider. Service providers are requested to supply an example of their proposed service contract.

Annexure A: Form of Tender



South African Reserve Bank

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Employer: South African Reserve Bank
Street address: 370 Helen Joseph (formerly Church) Street, Pretoria
Telephone number: (012) 313 3544
Service provider: _____
Contact person: _____
Postal address: _____
Telephone: _____ E-mail: _____ Fax: _____

	<i>Point of Sale System Solution</i>
The tender sum	
14% VAT	
TOTAL:	

Signed: _____
(for and on behalf of the service provider who by signature hereof warrants authorisation hereto)

Date: _____

VAT registration number: _____

Kindly attach a copy of your standard contract for these services



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Annexure B: Undertaking of confidentiality

UNDERTAKING OF CONFIDENTIALITY

This undertaking of confidentiality is made and entered into on this ____ day of _____ 2014, by _____ (insert full names) in his/her capacity as _____ (insert) of _____ (insert name of institution and registration number, where applicable), with its usual place of business at _____ (insert), hereinafter referred to as the “recipient”, in favour of the South African Reserve Bank, hereinafter referred to as the “SARB”, with its usual place of business at 370 Helen Joseph (formerly Church) Street, Pretoria.

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

1. In this undertaking of confidentiality (hereinafter the “agreement”), the following terms will have the meanings ascribed to them below:
 - 1.1. “effective date” shall mean the date upon which this agreement is signed;
 - 1.2. “SARB” shall mean the party making information, as defined below, available to the other party;
 - 1.3. “recipient” shall mean the party to whom information, as defined below, is made available;
 - 1.4. “information” shall include:

- 1.4.1. Data furnished, disclosed and/or transmitted to the recipient, whether disclosed orally or in writing, which is clearly identified by the SARB as being confidential; and
- 1.4.2. Notes, analyses and other documents prepared by the recipient or its representatives which have been based upon or derived from confidential information received from the SARB.
- 1.5. "service" shall mean the services described in the RFP to which this agreement is attached.
2. In furtherance of this agreement, the SARB may, at its option, make information available to the recipient. Information disclosed verbally, in writing or electronically will be considered as confidential. However, information shall not include any information which:
 - 2.1. Is contained in a publicly available printed publication prior to the date of this agreement;
 - 2.2. Is or becomes publicly known through no wrongful act on the part of the recipient;
 - 2.3. Is known by the recipient without any proprietary restrictions at the time of receipt of such information from the SARB or becomes known to the recipient without proprietary restrictions from a source other than the SARB; or
 - 2.4. Is independently developed by the recipient without reference to the information disclosed by the SARB.
3. The recipient agrees to receive the information in the utmost confidence and to keep the same information confidential, using at least the same degree of care as is used by the recipient to protect its own confidential information.

4. The recipient further agrees to disclose the information only to its authorised 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 colleagues, and its authorised employees, sub-contractors, suppliers, legal advisors and financial advisors to comply with the terms of this agreement, prior to the disclosure to such employees, sub-contractors, suppliers, legal advisors and financial advisors.
5. The recipient shall 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.
6. The recipient shall use such information only in connection with the furtherance of the business relationship between the parties, and the recipient shall make no further use, in whole or in part, of any such information. However, nothing in this agreement shall restrict the SARB from using, disclosing or disseminating its own information in any way.
7. The recipient shall not be entitled to utilise the name of the SARB in publicity releases, advertising or for other promotional purposes without securing the prior written consent of the SARB.
8. The obligations imposed by this agreement will remain in perpetuity.
9. This agreement sets forth the entire agreement and understandings between the recipient and the SARB.
10. This agreement will be governed by and construed in accordance with the law of the Republic of South Africa and the parties agree to submit to the exclusive jurisdiction of the South African courts.

11. In the event of the invalidity or unenforceability of any provision of this agreement under any applicable law, the parties agree that such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this agreement.

In witness whereof the recipient has caused this agreement to be signed in its name.

Signature of recipient on behalf of the organisation referred to at the beginning of this agreement, who by affixing his/her signature hereto warrants his/her authority to bind the organisation.

Name

Title

Date



South African Reserve Bank

Annexure C: Security Vetting

Please note that the short-listed/successful companies or firms, together with the attorney/s who is/are designated to render services to the Bank will be subjected to a personnel security vetting process in accordance with the Bank's Security Vetting Policy. Companies/firms and attorneys will be requested to submit copies of the following documentation to the Bank's Security Risk Division:

1. Documents to be submitted with regard to the Company/Firm

- 1.1. Company name and registration number;
- 1.2. A valid Tax Clearance Certificate (not older than 6 months);
- 1.3. A certified copy of a valid certificate to commence business;
- 1.4. A certified copy of a valid certificate of change of name of company;
- 1.5. A certified copy of a valid certificate of incorporation of a company having a share capital;
- 1.6. A certified copy of Professional Indemnity Insurance Cover;
- 1.7. A list reflecting the names and ID numbers of all the company directors; and
- 1.8. A company profile.

2. Documents to be submitted with regard to attorneys/auditors

- 2.1. A list with at least 5 names of core resources. The list must reflect the names, ID numbers and a short description of the role of each staff member. These staff members will be considered for vetting.
- 2.2. A certified copy of the first page of the ID book of the above mentioned staff members.

3. Security Vetting Process

3.1. Background

- 3.1.1. The Bank is an organ of state and a National Key Point. In terms of the National Strategic Intelligence Act, 39 of 1994, the security competence of all employees of organs of state and persons who render a service to an organ of state which may give that person access to classified information of the organ of state or access to a National Key Point must be determined by the National Intelligence Agency (NIA).
- 3.1.2. The NIA determines such competency by means of a security screening process (security vetting) which employees of the Bank (permanent and temporary employees), applicants for employment at the Bank and service providers or contractors appointed or to be appointed by the Bank must observe.
- 3.1.3. The Bank is accordingly obliged at law to submit to the NIA the required information of all employees, applicants for employment, service providers and contractors for evaluation and issuance of a security clearance or notification of its refusal do so.
- 3.1.4. Service Providers which tender for projects for other Organs of State or of “Parastatals” and Government Departments should note that security clearance is

similarly required by these bodies. As a rule, a security clearance is valid for 5 (five) years.

3.2. Security clearance questionnaire

3.2.1. The Bank will furnish the Service Provider with a security clearance questionnaire when the fingerprints and photographs of the particular staff of the Service Provider on the Project are taken on the Bank's premises at a time to be agreed upon.

3.2.2. It is important that the completed security clearance questionnaire is signed by a commissioner of oaths prior to submitting it to the Bank's Personnel Security Vetting section.

3.3. Passport

3.3.1. If a staff member of the service provider is in possession of a passport a copy of all the stamped pages of the passport must be submitted with the security clearance questionnaire.

3.4. Dual nationality and Foreigners

3.4.1. It is important to note that persons who hold dual citizenship (i.e., a person who is a South African citizen and is a citizen of another country) or a person who is a foreign national, **will not** be issued with a security clearance certificate by the National Intelligence Agency.

3.4.2. The Governor of the Bank has the discretion to approve that those person(s) may conduct work for the Bank because of the unique skills of that person(s).

3.5. IMPORTANT:

- 3.5.1. The Bank must be informed of any change in the ownership of an organisation (e.g. resignation of and/or new directors/members/partners) in the course of the execution of a Project/rendering of Services.
- 3.5.2. A re-evaluation of the organisation will be done to determine whether the security clearance of the organisation and/or the individuals who are executing the Project/rendering of Services is affected by the change in ownership.
- 3.5.3. Additional security vetting may in some instances be required.
- 3.5.4. Failure to inform the Bank of any changes in ownership may render the security clearance null and void and the agreement with the service provider may be terminated in the Bank's sole discretion.