South African Revenue Service

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 02/2026

APPOINTMENT OF A SUPPLIER FOR THE PROVISION OF END-USER DEVICE SUPPORT SERVICES (TOWER E) FOR A PERIOD OF FIVE (5) YEARS.

MAIN RFP DOCUMENT

INSTRUCTIONS, GUIDELINES, AND CONDITIONS OF TENDER

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REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

1.1 The purpose of this Request for Proposal (RFP) is for the South African Revenue Service (SARS) to invite suitably qualified service providers (bidders) to submit proposals (tenders) in accordance with the rules set out in this RFP for an appointment as a service provider(s) on a non-exclusive basis.

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Summary of the scope

2.1.1 Details of the scope of work and the required goods and services are defined in more detail in the Business Requirements Specification document and other documents forming an integral part of this RFP.

SARS RFP 02-2026 -2-1 Business Requirement Specifications Document

2.2 Background

2.2.1 Reliable and secure digital platforms and technology infrastructure are essential to supporting SARS' operations and service delivery. In support of Strategic Objective 9, which focuses on building public trust and confidence, technology services must maintain high levels of availability, security, and operational resilience. SARS therefore targets 99% system uptime and zero security breaches arising from known risks, supported through strategic partnerships with specialised service providers.

- The Tower E Infrastructure tender supports SARS' strategic objectives by:
- Providing clarity and certainty to taxpayers and traders regarding their obligations.
- Making it easier for taxpayers and traders to comply with their obligations.
- Modernising systems to deliver streamlined digital services.
- Expanding the use of data and knowledge management to enhance integrity, generate insights, and improve organisational outcomes.

2.2.2 The End User Device Services tender provides nationwide support and delivery of the following services:

- End-user device support for SARS-owned and SARS-managed devices, including hardware

maintenance, standard support services, project services, consulting, and training.

- Supply and management of device-related consumables.
- Management of OEM and third-party supplier support contracts.
- Service management and administrative support functions, including supplier management, project management, consulting services, customer provisioning, and user training.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

3.1.1 This RFP pack is organised in 5 (five) sections consisting of one or more documents in each section.

Table 1: RFP pack outline and contents

Section	Index	Description of section contents
1	**Main RFP Document**	Documents outlining the main RFP guidelines, instructions, conditions and documents necessary for a bidder to submit a proposal.
2	**Business Requirements Specification**	Document(s) outlining the business requirements specifications, technical requirements and other information required by a bidder to submit a proposal.
3	**SBD Documents**	Standard Bid Documents (SBDs) and other administrative documents that are required by National Treasury and SARS Procurement to be read, completed, and returned as part of a bidder's proposal.
4	**Contract management**	The draft agreement is included in the tender pack and the proposed agreement under which SARS wishes to contract will be shared with the recommended bidder.
5	**Response templates**	Where applicable, response templates that are required to be completed and returned as part of a bidder's proposal.

4 KEY ACTIVITIES AND DATES

4.1 The table below lists certain key dates and activities relevant from the time of issue of the RFP up to and until the closing date:

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	**Bid Number:**	RFP 02/2026
2.	**Description:**	THE APPOINTMENT OF A SUPPLIER FOR THE PROVISION OF END-USER DEVICE SUPPORT SERVICES (TOWER E) FOR A PERIOD OF FIVE (5) YEARS.
3.	**Duration of contract:**	The successful bidder will be appointed for a period of five (5) years, with an option to renew the contract for a further period of two (2) years at SARS' sole discretion, subject to SARS' terms and conditions.
4.	**Validity period of proposals:**	Bids submitted will be valid for a period of 180 calendar days from closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.
5.	**Advertisement of the RFP:**	**a) National Treasury e-Tender Portal: 21 August 2026** **b) SARS website: 21 August 2026**
6.	**RFP pack (complete set of bid documents) available for download from National Treasury e-Tender Portal and SARS website:**	**21 August 2026**
7	**Compulsory Virtual briefing session date and registration:**	The **compulsory virtual** briefing session will be held virtually via Microsoft Teams meeting and can be accessed at the following link: **Click here to join the briefing** **Date: 28 August 2026** **Time: 10h00 am – 2h00 pm** **Meeting ID:** 393 752 661 083 692 **Passcode:** qt7ar2Xo
8.	**Bidders to submit written questions on or before:**	**From 21 August 2026 to 04 September 2026**
9.	**SARS to respond to bidders' written questions on or before:**	**07 September 2026**
10.	**CLOSING DATE AND TIME (proposals due):**	**14 SEPTEMBER 2026 AT 11:00 AM**

4.2 All dates and times in this RFP are South African Standard Time. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action or create any right or expectation in any way for any bidder to demand that any action be taken on the date established, or on any other date. A bidder accepts that if SARS extends the deadline (closing date) for proposal submissions for any reason whatsoever, the requirements of this RFP will apply equally to the extended deadline.

5 COMMUNICATION

5.1 All communications to SARS must be addressed to the SARS Tender Office, emailed to tenderoffice@sars.gov.za, and must contain a clear reference to this RFP. Communication sent by SARS must only be regarded as official communication if sent from tenderoffice@sars.gov.za, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.

5.2 A bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify a bidder if the bidder communicates or attempts to communicate any information regarding this RFP to any of SARS' employees; officials; or any third parties involved in the preparation, evaluation, or award of the RFP other than through the official contact provided.

6 TENDER PREPARATION AND SUBMISSION

6.1 Introduction

6.1.1 SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), which prescribes that SARS' procurement processes be:

6.1.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective; and

6.1.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Regulations, and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

6.2 Question and answer process

6.2.1 A bidder may submit questions to SARS as part of the question-and-answer process to gain a full understanding of any aspect of the RFP that is not clear to the bidder.

6.2.2 Between the dates given in paragraph 4, SARS will receive written questions sent by bidders by email through the official contact provided in this document. SARS will respond to these questions, but however is not obliged to respond to a question which in SARS' opinion is inappropriate and does not reasonably warrant an answer. The questions and answers will be published on the National Treasury e-Tender Portal and the SARS website. The identity of a bidder who has directed a question to SARS will not be disclosed by SARS in such responses.

6.2.3 SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such reissued or additional documentation will be published on the National Treasury e-Tender Portal and SARS website. It is a bidder's responsibility to visit the National Treasury e-Tender Portal and SARS website at regular intervals to ensure that a bidder uses the latest versions of documents in the RFP pack.

6.2.4 **The National Treasury e-Tender Portal must be treated as the primary means of communication. In the event of any other communication that conflicts with communications posted on the National Treasury e-Tender Portal, the National Treasury e-Tender Portal communication will prevail.**

6.3 Central Supplier Database

6.3.1 All bidders wishing to do business with SARS must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

6.3.2 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

6.4 Tender submission

6.4.1 For this RFP, SARS will accept tender submissions in the form of physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office.

6.4.2 The physical tender submissions must be deposited in the SARS tender box on or before the closing date and time at the SARS Tender Office, situated at the main entrance at:

SARS Procurement Tender Office,
Lehae La SARS,
299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn,
Pretoria, 0181.

6.4.3 The proposals may also be couriered to the address provided in the afore mentioned paragraph.

6.4.4 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used.

6.4.5 Late proposals will not be accepted.

6.4.6 The onus is on the bidder to ensure that its tender submission and documentation received by SARS in this bid are submitted timeously and are accurate and complete. Failure by any bidder to discharge this onus will result in proposal submissions being disqualified for consideration.

6.5 Instruction for submitting a proposal

6.5.1 This section details the instructions to bidders for preparing a proposal in response to this RFP, which must be followed in detail to enable the information contained in a bidder's proposal to be read, understood and evaluated in a common and consistent layout, and to ensure that the information submitted is correct, complete and well structured. Should a proposal be received that is not in the correct format, SARS reserves the right to disqualify the entire proposal or portions of the proposal depending on the extent of the deviation from the format described in this document.

6.5.2 All proposals and supporting documentation must be submitted in English.

6.5.3 A bidder's proposal is required to be submitted in two forms:

1 x Hardcopy submission	One (1) hardcopy submission clearly marked. A "hardcopy submission" means an A4 ring bound lever arch file.
1 x Soft Copy submission	One (1) soft copy submission of a complete copy of the hardcopy submission. An "Soft-copy submission" means a memory stick (USB stick) containing a complete copy of the hardcopy submission. The onus is on the bidder to ensure that the electronic submission submitted is a complete copy of the hardcopy submission.

6.5.4 The hardcopy and soft copy submission must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

6.5.5 **Technical and Pricing information must be included in separate folders. The Technical information must be included in "Folder 1", and the Pricing information must be included in "Folder 2".**

6.5.6 A bidder is required to submit the contents of its submission (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

Files		Section	Responses
Folder 1: TECHNICAL proposal	• RFP reference • Description • Bidder name	**1**	• Prequalification documents (SBD and other documents), *excluding SBD 6.1 Preference point claim form*
		2	• Response to mandatory requirements • Mandatory Evaluation requirements response template • Supporting documents for mandatory requirements

Files		Section	Responses
		3	• Response to technical requirements • Technical Evaluation requirements response template • Supporting documents for technical requirements
		4	• Company profile • Supplementary information
		5	• Draft agreement • Draft agreement response template
Folder 2: PRICE and B-BBEE/ specific goals proposal	• RFP reference • Description • Bidder name	**1**	• B-BBEE certificate or sworn affidavit • SBD 6.1 Preference point claim form • Supporting documents for Specific Goals requirements
		2	• Pricing response template
		3	• A complete set of three (3) most recent years annual financial statements as detailed in this RFP

7 EVALUATION OF PROPOSALS

7.1 Process after the closing date

7.1.1 After the closing date and time SARS, will evaluate the proposals with reference to SARS' evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

7.2 Prequalification evaluation process (Gate 0)

7.2.1 SARS has defined minimum administrative prequalification criteria that must be met by a bidder. The table below contains the administrative prequalification documents that are required as part of a bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective bidder(s).

7.2.2 Where a bidder's proposal fails to comply fully with any of the prequalification criteria, SARS may at its discretion allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a grace period of **seven (7) working days** or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the bidder.

7.2.3 **SARS will disqualify a bidder who does not achieve full compliance of the prequalification Standard Bidding Documents (SBD) after the grace period provided by SARS.**

Table 4: Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission will result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document.	YES
2.	SBD 4: Bidder's Disclosure	Bidder to complete and sign the supplied pro forma document.	YES
3.	SBD 6.1: Preference points claim form	Bidder to complete and sign the supplied pro forma document, to claim the points for B-BBEE / specific goals.	NO Non-submission will lead to a zero score on B-BBEE / specific goals.
4.	Proof of registration on the Central Supplier Database (CSD)	Bidder to submit the proof of registration on CSD.	NO However, a bidder must be registered on CSD in order to be considered for award.
5.	Draft Agreement	Bidder to sign / initial the supplied pro forma document. Bidders are requested to use the Draft Agreement Response Template when submitting their comments, mark-ups, and proposed amendments to the draft agreement.	NO The recommended bidder(s) will be required to sign the applicable Agreement on award.
6.	A complete set of three (3) most recent years annual financial statements	Submit complete sets of three (3) most recent years annual financial statements in accordance with the requirements of the Financial Risk Analysis paragraph as detailed in this RFP.	NO

7.3 **Mandatory evaluation process (Gate 1)**

7.3.1 Only Bidders that have met the prequalification criteria in Gate 0 will be evaluated in Gate 1 for mandatory evaluation. The table below contains the mandatory evaluation criteria.

7.3.2 **If a bidder does not meet any of the mandatory evaluation criteria, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

Table 5: Mandatory evaluation criteria

No:	Mandatory Evaluation Criteria	Bidder to submit as proof
1.	Bidder Organisation	SARS is only interested in organisations that take accountability for service delivery and performance. A Bidder must be registered in South Africa in terms of South African laws and be operating in South Africa. **NB: The Bidder must have attached its CIPC registration documents.** **In a case of a Joint Venture (JV):** • **For an unincorporated JV, Bidders must submit individual CIPC registration documents and JV agreement.** • **For an incorporated JV, Bidders must submit its consortium CIPC registration documents and JV agreement.**
2.	Bidder's End-user Device-related Services Delivery History	The Bidder must demonstrate that these services have been provided and/or are currently providing the services to the named customers under valid contracts for a cumulative period of at least two (2) years within the past five (5) years. These services must have been delivered to at least two (2) South African customer organisations and must demonstrate support for a combined total of no fewer than 15,000 (fifteen thousand) End-user Devices, with a minimum of 5,000 (five thousand) End-user Devices supported at each customer organisation. **NB: The Bidder must complete all fields in the response table.**

No:	Mandatory Evaluation Criteria	Bidder to submit as proof
3.	End-User Device Support Coverage	The Bidder must have a national coverage with established End-user device support Service Centres in each of the nine (9) provinces of the Republic of South Africa from which it services its current customer base and be able to provide the expected service levels requirements for support and maintenance to all SARS sites. **NB: For each of the nine (9) provinces, the Bidder must submit documentation proving the established nature of a Service Centre. Such documentation may be a municipal account, current lease agreement or utility account relating to the established Service Centre of the Bidder or of its subcontractor and the documentation must be in the bidder's or their subcontractor company name and not an individual's name. Any account submitted to support the Bidder's claim must not be older than 90 days as at the Closing Date.**
4.	Declaration that the Bidder has submitted a Proposal for all required services for Tower E	The Bidder must declare its ability (including the subcontracted capability of its subcontractors) to provide all Tower E Services at every SARS site for all equipment types or services listed at each SARS site. **NB: The Bidder must complete all fields in the response table.**
5.	Compulsory Briefing Session (virtual)	The Bidder must have attended the compulsory Briefing Session. **NB: An attendance register will be taken at the virtual Compulsory Briefing Session.**

7.4 **Technical evaluation process (Gate 2)**

7.4.1 Only bidders that have met the mandatory evaluation requirements will be evaluated for technical capability and functionality, strictly according to the technical evaluation criteria below. A bidder is required to provide a technical solution for the required goods and services that meet SARS' requirements, and that is financially competitive and offers value for money.

7.4.2 The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of **66.67** out of 100 points to proceed to the next stage of evaluation, namely price and B-BBEE/specific goals evaluation.

7.4.3 **If a bidder does not meet the technical evaluation minimum threshold, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

Table 6: Technical evaluation criteria

Criterion	Description	Weighting	Evaluation values
Capability	Bidder's track record and current supported customer base, skills.	**25**	Maximum points towards this criterion will be achieved by the Bidder who can demonstrate proof of a sustainable business, demonstrate proof of sufficient resources, its representation in areas throughout the Republic that will adequately support SARS's Sites.
Solution	Bidder's solution meets or exceeds the service requirements.	**45**	Maximum points towards this criterion will be achieved by the Bidder(s) whose solution meets all aspect of the Service specifications.
Service Management	Bidder's ability to provide service management requirements in terms of this RFP.	**20**	Maximum points towards this criterion will be achieved by the Bidder(s) whose Proposal contains a solution that meets all aspects of the service management scope set out in this RFP.
Transition	The Bidder's proposal to transition current provider(s) to the Bidder's proposed solution and the Bidder's proposal to manage risk and quality.	**10**	A Proposal that demonstrates a complete plan for Transition of all the in-scope Services at minimal or no risk together with a comprehensive risk and quality management approach will achieve maximum points.
Total for Functionality		**100**	

7.4.3.1 **Capability Criterion (25 Points)**

7.4.3.1.1 The evaluation of the Capability criterion of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the Technical Response Template (TRT) at the reference given in the column "TRT Reference" in Table 1 Capability Criterion Evaluation below.

Table 7: Technical evaluation criteria for Tower E (25 Points)

<table>
<tr><th>No</th><th>Sub-criterion</th><th>Inquiry</th><th>Specific evaluation guidelines</th><th>Inquiry weighting</th><th>TRT Reference</th></tr>
<tr><td>1.1.</td><td>Subcontractor Dependency <=40%</td><td>SARS seeks to establish the extent to which the Bidder relies on third parties generally to deliver the services, the formality with which third parties have been engaged for the Bidder's Proposal and the track record of the Bidder working together with the particular third parties.

Bidders who can show that the level of reliance on third parties and the formality with which it has engaged such third parties as subcontractors does not pose a risk to service delivery will achieve maximum points for this criterion.

Documentation must be attached by the Bidder to substantiate its claims to achieve maximum points.

To ensure sufficient control is retained by the Bidder, the Bidder is limited to subcontracting no more than 40% (forty percent) of the total contract value for Tower E.

Does the Bidder have established/formal subcontracting agreements with its proposed subcontractors; and does the extent of its reliance on subcontractors pose any risk to SARS?
<table><tr><th>% of sub-contracting</th><th>Risk Level</th></tr><tr><td><= 29%</td><td>Low</td></tr><tr><td>30- 40 %</td><td>Medium</td></tr><tr><td>> 41 %</td><td>High</td></tr></table>(4.00 Points)</td><td>3: Most elements of the scope are currently delivered by the Bidder and low risk of <=25% of the total contract value is placed on subcontractor(s), which are formally proposed and contracted.
2: Some elements of the scope are currently delivered by the Bidder and low risk of 26% to 29% of the total contract value is placed on subcontractor(s), which are formally proposed and contracted.
1: Few elements of the scope are currently delivered by the Bidder and medium risk of 30% to 40% of the total contract value is placed on subcontractor(s), which are formally proposed and contracted.
0: The Bidder places more than 40% of the total contract value on subcontractors, or evidence of formal engagement is incomplete or absent, and the subcontracted elements of scope are assessed to present elevated risk to SARS.</td><td>3 = 4.00
2 = 2.67
1 = 1.33
0 = 0</td><td>1.1</td></tr>
</table>

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No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
1.2	Service Centres	SARS aims to establish the depth of skills and capabilities that the Bidder (and its subcontractors) will be able to bring to bear in delivering services to SARS. Bidders who can show that its existing Service Centres have sufficient coverage of required skills will achieve maximum points. The extent to which Service Centres that are not yet established are relied upon to provide distribution of skills will be taken into consideration. **(10.30 Points)**	**3:** The Bidder's service centres are all located within the maximum distance from SARS key offices, and the available skills fully meet the required skills profile. **2:** The Bidder's service centres are generally well positioned, with 90% to 99% of service centres within the maximum distance from key SARS offices, and 90% to 99% of required skills available. **1:** The Bidder's service centres show notable gaps in either location coverage or skills availability, with 80% to 89% of service centres within the maximum distance from key SARS offices and 80% to 89% of required skills available. **0:** Less than 80% of service centres are within the maximum distance from key SARS offices, or less than 80% of required skills are available, or the Bidder has not attached proof of establishment for all sites.	3 = 10.30 2 = 6.87 1 = 3.43 0 = 0	1.2

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Skill	Minimum number of skills required	Inquiry weighting	TRT Reference
1.3	Skills available to SARS	SARS aims to establish the depth of skills that the Bidder, including its subcontractors, will be able to offer to SARS for projects or assignments managed from SARS's head office and executed as SARS sites within Gauteng and other provinces. While Gauteng-based skills are important due to the concentration of project activity and device footprint, national distribution of skills remains necessary for SARS-wide delivery. **(5.40 Points)**	**3:** The Bidder meets the minimum number of required skills per skill level in all applicable regions listed for this sub-criterion. **2:** The Bidder has minus 1 of the required minimum number of the required skills per skill level for each region. **1:** The Bidder does not meet the minimum required skills per skill level in one or more regions but still demonstrates at least 80% of the minimum number of skills in those regions.	**Gauteng**			
				A+ and OEM certification with at least two (2) years' experience (End-user Computing Devices)	10	3 = 1.00 2 = 0.67 1 = 0.33 0 = 0	1.3.1
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.2

No	Sub-criterion	Inquiry	Specific evaluation guidelines			Inquiry weighting	TRT Reference
			0: The Bidder fails to meet the minimum required skills per skill level in one or more regions and demonstrates less than 80% of the minimum number of skills in those regions.	Project Management Certification and at least five (5) years' experience.	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.3
				North West			
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.4
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.5
				KwaZulu-Natal			
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	4	3 = 0.40 2 = 0.27 1 = 0.13 0 = 0	
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	
				Limpopo			

No	Sub-criterion	Inquiry	Specific evaluation guidelines			Inquiry weighting	TRT Reference
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	4	3 = 0.40 2 = 0.27 1 = 0.13 0 = 0	1.3.8
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.9
				Mpumalanga			
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.10
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.11
				Western Cape			

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No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	4	3 = 0.40 2 = 0.27 1 = 0.13 0 = 0	1.3.12
			OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.13
			Eastern Cape			
			A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	4	3 = 0.40 2 = 0.27 1 = 0.13 0 = 0	1.3.14
			OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.15
			Northern Cape			

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No	Sub-criterion	Inquiry	Specific evaluation guidelines			Inquiry weighting	TRT Reference
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.16
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.17
				Free State			
				A+ and OEM certification with at least two (2) years' experience. (End-user Computing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.18
				OEM certification and at least two (2) years' experience. (Multifunction Printing Devices)	2	3 = 0.20 2 = 0.13 1 = 0.07 0 = 0	1.3.19
1.4	Proximity of Service Provider's presence to SARS Sites	SARS aims to establish the distribution of capabilities that the Bidder (and its subcontractors) will be able to deliver services to meet the Service Levels. The Bidder's capability (including the capability of its subcontractors) as evidenced by its response to provide services to SARS sites within the performance standards set	**3:** The Bidder can respond in less than the required Time to Respond at all sites (100% of sites). **2:** The Bidder can respond within the required Time to Respond at 90% to 99% of all sites. **1:** The Bidder can respond within the required Time to Respond at 80% to 89% of all sites.			3 = 5.30 2 = 3.53 1 = 1.77 0 = 0	1.4

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
		out in the RFP will score maximum points for this sub-criterion. **(5.30 Points)**	**0:** The Bidder can respond within the required Time to Respond at less than 80% of all sites. *Note to Bidder: The distance and time given must assume a reasonable speed or 100 km travel in 1 hour.*		

7.4.3.2 **Technical Solution Criterion (45 points)**

7.4.3.2.1 The evaluation of the Solution of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the Technical Response Template (TRT) at the reference given in the column "TRT Reference" in Table 2 Solution Criterion Evaluation below.

Table 8 Solution Criterion Evaluation (45 points)

No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
2.1	End-user Computer Devices (Wintel)	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment, and retention), viability (dependence on third parties, OEM relationship, warranty services and Whole Unit Spares holding). Bidders who can show, with substantiation, that the aspects of the services have been provided and align to SARS RFP 02-2026 Business Requirement Specification will achieve maximum points for this sub-criterion. **(18.00 Points)**	Recruitment and retention	3: 0% to 5% annual attrition rate 2: 6% to 15% annual attrition rate 1: 16% to 30% annual attrition rate 0: More than 30% annual attrition rate	3 = 1.80 2 = 1.20 1 = 0.60 0 = 0	2.1.1
			Warranty provider status	3: Certified for Dell, HP and Lenovo. 2: Certified for only two of the OEMs, with accreditation for the remaining OEM to be in place by the end of the transition period. 1: Certified for only one OEM, with accreditation for the other two OEMs to be in place by the end of the transition period. 0: Certified for none of the OEMs and no accreditation plan is in place for the end of the transition period.	3 = 7.20 2 = 4.80 1 = 2.40 0 = 0	2.1.2
			Out of warranty repair and repairs done by third party	3: Out of warranty repairs done 100% in house. 2: Up to 10% of repairs are done via third party. 1: Between 11% and 25% of repairs are done via third party. 0: No out of `warranty repairs are done.	3 = 0.72 2 = 0.48 1 = 0.24 0 = 0	2.1.3

No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
			Parts/Whole Unit Spares Holding	3: Carry Whole Unit Spares and Parts for both in and out of warranty devices for all OEMs. 2: Carry Whole Unit Spares and Parts for both in and out of warranty devices for some OEMs, or for only in-warranty devices for all OEMs. 1: Carry Whole Unit Spares and Parts for only in-warranty devices for some OEMs. 0: No commitment to carry Whole Unit spares and parts for in-warranty devices for any OEMs.	3 = 7.20 2 = 4.80 1 = 2.40 0 = 0	2.1.4
			OEM relationship	3: Certified partner for Dell, HP and Lenovo. 2: Certified partner with two OEMs, with certification for the remaining OEM to be in place by the end of the transition period. 1: Certified partner with one OEM, or no partnership yet but certification for all OEMs will be in place by the end of the transition period. 0: No partnership with Dell, HP or Lenovo and no certification will be in place by the end of the transition period.	3 = 1.08 2 = 0.72 1 = 0.36 0 = 0	2.1.5
2.2	End-user Computer Devices (Apple)	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment and retention), viability (dependence on third parties, OEM relationship, warranty services and Whole Unit Spares holding). Bidders who can show, with substantiation, that the aspects of the services have been provided and align to SARS RFP 02-2026 Business Requirement Specification will achieve maximum points for this sub-criterion. (3.22 Points)	Recruitment and retention	3: 0% to 5% annual attrition rate 2: 6% to 15% annual attrition rate 1: 16% to 30% annual attrition rate 0: More than 30% annual attrition rate	3 = 0.31 2 = 0.21 1 = 0.10 0 = 0	2.2.1
			Warranty provider status	3: Certified to do in-warranty repairs on Apple devices in house at a SARS office. 2: Certified to do in-warranty repairs on Apple devices in house off site or will facilitate the full logistics around in-warranty repairs at an Apple-accredited third-party site. 1: Will facilitate the full logistics around in-warranty repairs at a non-Apple-accredited third-party site. 0: Will not do in-warranty repairs on Apple devices.	3 = 0.98 2 = 0.65 1 = 0.33 0 = 0	2.2.2
			Out of warranty repair and repairs done by third party	3: Do repairs on Apple devices in house at a SARS office. 2: Do repairs on Apple devices in house off site or will facilitate the full logistics around repairs at an Apple-accredited third-party site. 1: Will facilitate the full logistics around repairs at a non-Apple-accredited third-party site. 0: Will not do repairs on Apple devices.	3 = 0.31 2 = 0.21 1 = 0.10 0 = 0	2.2.3

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No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
			Parts/Whole Unit Spares Holding	3: Carry whole unit spares and parts for Apple devices for both in- and out-of-warranty devices. 2: Carry whole unit spares and parts for only in-warranty Apple devices or carry whole unit spares for both in- and out-of-warranty devices. 1: Carry whole unit spares for only in-warranty Apple devices. 0: No commitment to carry whole unit spares or parts.	3 = 0.98 2 = 0.65 1 = 0.33 0 = 0	2.2.4
			OEM relationship	3: The Bidder has shown, with substantiation, that it is a certified partner of Apple for support services, such as an official Apple partnership or Authorised Service Provider status. 2: The Bidder has shown, with substantiation, that while it is not yet an Apple support partner, it has a strong formal relationship or in-progress partnership with Apple or plans to use indirect support channels through an Apple-authorised intermediary to meet requirements. 1: The Bidder has shown, with substantiation, that it currently lacks an Apple partnership but has committed to secure one by the end of the transition period. 0: The Bidder has no partnership or alignment with Apple and no plan to obtain one.	3 = 0.64 2 = 0.43 1 = 0.21 0 = 0	2.2.5
2.3	End-user Computer Devices (Android)	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment and retention), viability (dependence on third parties, OEM relationship, warranty services and whole unit spares holding). Bidders who can show, with substantiation, that the aspects of the services have been provided and align to SARS RFP 02-2026 Business Requirement Specification will achieve maximum points for this sub-criterion. (8.05 Points)	Recruitment and retention	3: 0% to 5% annual attrition rate 2: 6% to 15% annual attrition rate 1: 16% to 30% annual attrition rate 0: More than 30% annual attrition rate	3 = 1.34 2 = 0.89 1 = 0.45 0 = 0	2.3.1
			Warranty provider status	3: Certified to do in-warranty repairs on Samsung devices in house at a SARS office. 2: Certified to do in-warranty repairs on Samsung devices in house off site or will facilitate the full logistics around in-warranty repairs at a Samsung-accredited third-party site. 1: Will facilitate the full logistics around in-warranty repairs at a non-Samsung-accredited third-party site. 0: Will not do in-warranty repairs on Samsung devices.	3 = 2.68 2 = 1.79 1 = 0.89 0 = 0	2.3.2
			Out of warranty repair and	3: Do repairs on Samsung devices in house at a SARS office. 2: Do repairs on Samsung devices in house off site, or will facilitate the full logistics around repairs at a Samsung-accredited third-party site.	3 = 0.54 2 = 0.36 1 = 0.18	2.3.3

No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
			repairs done by third party	1: Will facilitate the full logistics around repairs at a non-Samsung-accredited third-party site. 0: Will not do repairs on Samsung devices.	0 = 0	
			Whole Unit Spares Holding	3: Carry whole unit spares and parts for Samsung devices for both in- and out-of-warranty devices. 2: Carry whole unit spares and parts for only in-warranty Samsung devices or carry whole unit spares for both in- and out-of-warranty devices. 1: Carry whole unit spares for only in-warranty Samsung devices. 0: No commitment to carry whole unit spares or parts.	3 = 2.68 2 = 1.79 1 = 0.89 0 = 0	2.3.4
			OEM relationship	3: The Bidder has shown, with substantiation, that it is a certified partner of Samsung for support services, such as an official Samsung partnership or Authorised Service Provider status. 2: The Bidder has shown, with substantiation, that while it is not yet a Samsung support partner, it has a strong formal relationship or in-progress partnership with Samsung or plans to use indirect support channels through a Samsung-authorised intermediary to meet requirements. 1: The Bidder has shown, with substantiation, that it currently lacks a Samsung partnership but has committed to secure one by the end of the transition period. 0: The Bidder has no partnership or alignment with Samsung and no plan to obtain one.	3 = 0.81 2 = 0.54 1 = 0.27 0 = 0	2.3.5
2.4	Display Devices	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment and retention), viability (dependence on third parties, OEM relationship, warranty services and Whole Unit Spares holding) and risk to SARS of any weaknesses. Bidders who can show, with substantiation, that the aspects of the services have been provided for appropriately and present little	Recruitment and retention	3: 0% to 5% annual attrition rate 2: 6% to 15% annual attrition rate 1: 16% to 30% annual attrition rate 0: More than 30% annual attrition rate	3 = 1.08 2 = 0.72 1 = 0.36 0 = 0	2.4.1
			Warranty provider status	3: Certified for Dell, HP and Lenovo. 2: Certified for two of the OEMs. 1: Certified for only one of the Windows-based OEMs or certified for none but accreditation is already underway. 0: Certified for none of the Windows-based OEMs and no accreditation is underway.	3 = 1.08 2 = 0.72 1 = 0.36 0 = 0	2.4.2
			OEM relationship	3: Certified partner for Dell, HP and Lenovo.	3 = 0.54	2.4.3

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No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
		or low risk to SARS will achieve maximum points for this sub-criterion. (2.70 Points)		2: Certified partner with two OEMs. 1: Certified partner with one OEM, or no partnership yet but certification is in progress. 0: No partnership with Dell, HP or Lenovo and no certification is in progress.	2 = 0.36 1 = 0.18 0 = 0	
2.5	Input Devices: Recruitment, Retention and Assessment Capability	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment, and retention), viability (dependence on third parties) and risk to SARS of any weaknesses. Bidders who can show, with substantiation, that the aspects of the services have been provided for appropriately and present little or low risk to SARS will achieve maximum points for this sub-criterion.	3: The Bidder has shown, with substantiation, that the attrition rate is 0% to 10% per annum and that all break-fix assessments and attempted operationalisation for devices are done in house. 2: The Bidder has shown, with substantiation, that the attrition rate is 11% to 30% per annum and that all break-fix assessments and attempted operationalisation for devices are done in house, or that these activities are done via a third party. 1: The Bidder has shown, with substantiation, that the attrition rate is over 30% per annum, or that all break-fix assessments and attempted operationalisation for devices are done via a third party. 0: The Bidder has shown, with substantiation, that it does not do input device assessments and attempted operationalisation at all.		3 = 4.03 2 = 2.69 1 = 1.34 0 = 0	2.5
2.6	Printing Devices	SARS aims to assess the Bidder's solution in terms of completeness, sustainability (recruitment and retention), viability (dependence on third parties, OEM relationship, warranty services, and whole unit spares holding)and risk to SARS of any weaknesses. Bidders who can show, with substantiation, that the aspects of the services have been provided for appropriately and present little or low risk to SARS will achieve maximum points for this sub-criterion. **(9.00 Points)**	Recruitment and retention	3: 0% to 5% annual attrition rate 2: 6% to 15% annual attrition rate 1: 16% to 30% annual attrition rate 0: More than 30% annual attrition rate	3 = 1.12 2 = 0.75 1 = 0.37 0 = 0	2.6.1
			Warranty provider status	3: Both Ricoh and HP are currently supported in house. 2: Both Ricoh and HP are currently supported in house or will be supported in house by the end of transition, or both are supported via a third party. 1: Either Ricoh or HP is currently supported in house, will be supported in house, or is supported via a third party. 0: No support can be done on Ricoh or HP.	3 = 2.25 2 = 1.50 1 = 0.75 0 = 0	2.6.2
			Out of warranty repair and repairs done by third party	3: 100% in house for Ricoh and HP. 2: In house for one brand and via a third party for the other, or 100% via a third party for Ricoh and HP. 1: Third party for one brand and not at all for the other. 0: No out-of-warranty repairs.	3 = 0.45 2 = 0.30 1 = 0.15 0 = 0	2.6.3
			Parts/Whole Unit Spares Holding	3: Parts for both in- and out-of-warranty devices and whole unit spares are carried in house for Ricoh and HP.	3 = 4.50 2 = 3.00	2.6.4

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No	Sub-criterion	Inquiry	Specific evaluation guidelines		Inquiry weighting	TRT Reference
			Metric	Objective		
				2: Parts for in-warranty devices and whole unit spares are carried in house for Ricoh and HP, or are carried either in house or via a third party for Ricoh and HP. 1: Parts for in-warranty devices and whole unit spares are carried via a third party for Ricoh and HP. 0: No commitment to carry spares and parts for in-warranty devices for either Ricoh or HP.	1 = 1.50 0 = 0	
			OEM relationship	3: Certified partner for Ricoh and HP. 2: Certified partner with one OEM, with certification for the other to be in place by the end of the transition period, or no partnership with either OEM but certification will be in place for both by the end of the transition period. 1: No partnership with Ricoh and HP, but certification will be in place for at least one OEM by the end of the transition period and the other within six months after the end of the transition period. 0: No partnership with HP or Ricoh, but only a general commitment exists to be certified with both OEMs within six months after the end of the transition period.	3 = 0.68 2 = 0.45 1 = 0.23 0 = 0	2.6.5

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7.4.3.3 **Service Management Solution Criterion** (20 points)

7.4.3.3.1 The evaluation of the Service Management Solution of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the Technical Response Template (TRT) at the reference given in the column "TRT Reference" in Table 3 Service Management Solution Criterion Evaluation below.

Table 9 Service Management Solution Criterion Evaluation (20 points)

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
3.1	Service Management Compliance/ Conformance	SARS aims to establish that the Bidder follows a service management framework, and that the Bidder has implemented a set of well-defined practices and processes for IT services management, to demonstrate their commitment to delivering high-quality IT services and continuously improving their service management processes in line with SARS requirements. The Bidder will be evaluated on the following basis: • The Bidder that has provided evidence of its **ISO 20000 certification OR** has provided a formal IT Service Management Maturity Assessment report indicating an overall **Maturity Level of 4 or higher will attain the maximum score.** **(8.89 Points)**	**3:** The Bidder has indicated that its organisation adheres to a best practice Service Management framework/standard and has provided one of the following as evidence: a valid ISO 20000 certificate, or a formal IT Service Management Maturity Assessment report showing an overall organisational maturity level of 4 or higher. **2:** The Bidder has provided a formal IT Service Management Maturity Assessment report showing an overall organisational maturity level ranging from 3.1 to 4, and the report meets the same framework, accreditation and sign-off requirements above. **1:** The Bidder shows only minimal or informal alignment with a service management framework, or the evidence shows a low maturity level ranging from 1.1 to 3, and the report meets the minimum framework, accreditation and sign-off requirements. **0:** The Bidder has not demonstrated that the company adheres to a best practice Service Management framework in line with SARS's requirements or has scored an organisational maturity level ranging from 0 to 1. **NB: Bidders that provide a maturity assessment report as evidence must meet the following requirements:** • **The Service Management Maturity Assessment must be based on the COBIT or ITIL framework.**	3 = 8.89 2 = 5.93 1 = 2.96 0 = 0	3.1

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
			• **The annual IT Maturity Assessment Report must be produced by an accredited independent assessor or auditor. The letter confirming the accreditation of the independent assessor or auditor must be provided.** • **The provided report must be signed by the Bidder's CFO/ CEO or equivalent management level, confirming the maintenance of advanced and optimised IT Service Management processes in line with SARS's requirements.** **NB: Bidders with ISO certification, the ISO certification must remain valid for the duration of the contract.**		
3.2	Service Management Toolset	SARS aims to establish the level of automation of the Bidder's service management process as a foundational element to the successful provision of IT services as stipulated in the Business Requirement Specification. The Bidder who can provide sample incident reports and/or dashboards to confirm that the toolset used offers enough automation of its service management according to SARS's requirements will get full points for this sub-criterion. IT Service Management Domains: 1. Incident Management 2. Problem Management, 3. Change Management, 4. Release Management, 5. Configuration Management, 6. Service Level Management,	**3:** The Bidder has demonstrated that its IT Service Management toolset or system is fully automated and well established to meet or surpass all of SARS's requirements. Provide sample incident reports and/or dashboards confirming system automation across all of the following domains: Incident Management, Problem Management, Change Management, Release Management, Configuration Management, Service Level Management, Performance and Capacity Management, and Service Management Reporting. **2:** The Bidder has demonstrated that its IT Service Management toolset or system is fully automated and well prepared to meet or surpass SARS's requirements. Provide sample incident reports and/or dashboards confirming system automation across at least seven of the listed domains. **1:** The Bidder has demonstrated that its IT Service Management toolset or system is partially automated and can support SARS's requirements. Provide sample incident reports and/or dashboards confirming automation across at least six of the listed domains. **0:** The Bidder has not demonstrated that its IT Service Management system is sufficiently automated and established to meet SARS's functionality needs or	3 = 6.67 2 = 4.45 1 = 2.22 0 = 0	3.2

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
		7. Performance and Capacity Management, 8. Service Management Reporting. **(6.67 Points)**	has not provided any incident reports and/or dashboards confirming automation across at least six key domains. **SARS reserves the right to conduct due diligence to validate the information provided.**		
3.3	Solution for Warehouse Management portal	Does the Bidder's solution for Warehouse Management portal meet SARS's business requirement specification? All four (4) criterion are required in solution: 1) Inventory Management 2) User Management and Access Control 3) Scalability and Flexibility 4) Reporting and Analytics **(4.44 Points)**	**3:** The Bidder has shown an existing current solution that delivers all required functionality. All four criteria are provided in the solution. **2:** The Bidder has shown a limited current solution, with a clear and committed plan, to deliver all required functionality. All four criteria are addressed in the future solution. The future solution will be in place by the end of the transition period. **1:** The Bidder has shown a limited current solution to deliver the critical functionality required, being Inventory Management and Reporting and Analytics, with a clear and committed plan to deliver the remaining functionality. The future solution will be in place by the end of the transition period. **0:** The Bidder's solution does not meet SARS's requirements, including where the Bidder is unable to meet the critical criteria of Inventory Management and Reporting and Analytics, or where the plan to deliver the required functionality is not committed.	3 = 4.44 2 = 2.96 1 = 1.48 0 = 0	3.3

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7.4.3.4 **Transition Criterion (10 Points)**

7.4.3.4.1 The evaluation of the Transition criterion of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the Technical Response Template (TRT) at the reference given in the column "TRT Reference" in Table 4 Transition Criterion Evaluation below.

Table 10 Transition Criterion Evaluation (10 points)

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference

4.1.	Transition Team, Structure and Experience	SARS aims to assess the Bidder's capability to transition the services effectively. All aspects of the transition team listed above must be adequately addressed by the Bidder's proposal to present acceptable risk to the achievement of the requirements to score maximum points for this criterion.
		
		The key inquiry is: Does the Bidder's proposal for Transition as defined in the Business Requirements Specification include a formally defined multidisciplinary Transition team with named and experienced key resources?
		
		(5.00 Points)
			3: The Bidder's proposal for a Transition team structure has been formally defined and includes experienced personnel that meet all the following minimum requirements:
			• All team members have experience in transitioning three (3) projects similar in size to SARS.
			• Summary of individual experience clearly stipulating the roles in the project, minimum qualification/certification based on the areas below and roles of team members in previous or past transitions.
			• The different roles in the transition team structure fulfil the following areas of expertise at a minimum, supported by relevant experience:
			  • Transition Management;
			  • Project Management/Programme Management;
			  • Vendor and Contract Management;
			  • IT Service Management; and
			  • Technical Subject Matter Experts.
			
			2: The Bidder's proposal for a Transition team structure has been formally defined and includes personnel that meet all the following minimum requirements:
			• Each team member has experience in transitioning one (1) project similar in size to SARS.
				3 = 5.00
				2 = 3.33
				1 = 1.67
				0 = 0
					4.1

No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference

			• The different roles in the transition team structure fulfil the following areas of expertise at a minimum, supported by relevant experience:
			  • Transition Management;
			  • Project Management/Programme Management;
			  • Vendor and Contract Management;
			  • IT Service Management; and
			  • Technical Subject Matter Experts.
			
			1: The Bidder's proposal for a Transition team structure has been formally defined and includes personnel that meet all the following minimum requirements:
			• Only the management team has experience in transitioning one (1) project similar in size to SARS.
			• The different roles in the transition team structure fulfil the following areas of expertise at a minimum, supported by relevant experience:
			  • Transition Management;
			  • Project Management/Programme Management;
			  • Vendor and Contract Management;
			  • IT Service Management; and
			  • Technical Subject Matter Experts.
			
			0: The Bidder's proposal for a Transition team structure does not meet SARS's minimum requirements.
			
			NB: For purposes of this sub-criterion, projects similar in size to SARS means transition projects involving approximately 5,000 to 10,000 end-user devices, including laptops, desktops, multifunction printing devices and tablets, delivered across a national footprint.		

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No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
4.2.	Transition Plan	SARS aims to assess the Bidder's proposal for transitioning the services effectively. All requirements for Transitioning in the Business Requirements Specification, the Agreement and the RFP Main Document must be included in the scope of the project, including the plan to meet the required timelines. The key inquiry is: Does the Bidder's proposal for a transition plan contain all the elements for a transition project that will achieve a successful transition? **(5.00 Points)**	**3:** The Bidder's proposal for a transition plan contains 10 to 11 of the minimum requirements for a successful transition project outlined below: • Include a Gantt chart of activities, showing milestones, resourcing, and timing of each activity; • Clearly stipulated stages of the transition project, for example Initiation, Planning, Execution, Monitoring and Closure; • The project schedule with scope, timelines, dependencies, milestones and deliverables, based on the services provided in Tower E and showing a maximum transition period of three (3) months; • Defined roles and responsibilities between SARS, outgoing service provider and incoming service provider; • Stakeholder engagement and communication; • Risk management; • Deployment and migration approach; • Training and knowledge transfer; • Quality assurance; • Post-transition support and optimisation; and • Transition approach specifying how downtime and disruptions will be minimised during the transition. **NB: The milestones reflected in the transition plan will be binding on the successful Bidder.** **2:** The Bidder's proposal for a transition plan addresses at least 8 to 9 of the minimum requirements for a successful transition project, but one or two supporting elements are not yet fully developed. **1:** The Bidder's proposal for a transition plan addresses only 5 to 7 of the minimum requirements for a successful transition project and would require material clarification or enhancement to reduce transition risk.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	4.2

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No	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
			0: The Bidder's proposal for a transition plan does not meet SARS's minimum requirements for a successful transition project. The Bidder's proposal for a transition plan addresses less than five of the minimum requirements for a successful transition project.		

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7.5 Price and B-BBEE/specific goals evaluation (Gate 3)

7.5.1 In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, and its Regulations and SARS Preferential Procurement Policy, **only bidders that have met or exceeded the minimum threshold for functionality in the technical evaluation, will be evaluated further**.

7.5.2 SARS will apply the applicable preference point system in accordance with published preference point system. Should actual pricing proposals submitted by the bidders differ from the estimated costs prescribing the system to be used, the lowest acceptable tender will be used to determine the applicable preference point system.

Table 11: Price and B-BBEE/specific goals evaluation

	Criteria	Points
1.	Price	90
2.	Specific goals	10
	TOTAL	**100**

7.5.3 Price evaluation (Gate 3, Stage 1)

7.5.3.1 Points for the price evaluation will be calculated in accordance with the formula stated below.

7.5.3.2 Bidders are required to complete all line items in the pricing response template provided by SARS, which will be used for the price evaluation. The price should be all-inclusive for all the goods and services required in the scope of work, and bidders must ensure the completeness and accuracy of the pricing figures provided in the pricing response template. Failure to complete the pricing response template may lead to a bidder scoring zero for the pricing evaluation or disqualification of the bidder.

Table 12: Pricing evaluation formula

Price evaluation formula	Points
$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$	90

Where

Ps	=	Points scored for price of proposal under consideration
Pt	=	Rand value of proposal under consideration
*P*min	=	Rand value of lowest acceptable proposal

7.5.4 **B-BBEE/specific goals evaluation (Gate 3, Stage 2)**

7.5.4.1 Points for the B-BBEE/specific goals evaluation will be allocated in accordance with a bidder's size as per table 1 of the SBD 6.1 Preference points claim form claimed. Points for specific goals can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit together with the SBD 6.1 Preference points claim form.

7.5.4.2 **Bidders are required to refer to the SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022, for the specific goals and points to be claimed for this RFP.**

7.5.4.3 Bidders who do not claim preference points will be scored zero for B-BBEE/specific goals.

7.5.4.4 Failure of a bidder to submit the required supporting documentation in support of claiming the preference points for B-BBEE/specific goals together with the proposal, will be interpreted to mean that preference points for B-BBEE/specific goals are not claimed.

7.5.4.5 The B-BBEE certificate or sworn affidavit should be submitted in the name of the bidding entity. If the proposal is submitted by an incorporated joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or sworn affidavit. If the proposal is submitted by an unincorporated joint venture / consortium arrangement, the unincorporated joint venture / consortium must submit a consolidated B-BBEE certificate or sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.

7.5.4.6 SARS reserves the right to request bidders to submit proof of any information, to substantiate claims made about their B-BBEE status.

Table 13: B-BBEE/specific goals evaluation points allocation

B-BBEE/specific goals evaluation criteria	Points
Bidders to submit: a) A duly completed SBD 6.1 Preference point claim form, and b) A valid B-BBEE certificate or sworn affidavit,	10

7.5.4.7 The following table indicates the specific B-BBEE/specific goals documents that must be submitted for this RFP.

Table 14: B-BBEE/specific goals documents checklist

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	• A sworn affidavit or certificate from CIPC.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	• A sworn affidavit only 51% Black Ownership and above; or • A copy of B-BBEE Rating Certificate

	Classification	Turnover	Submission requirement
			from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	• A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

7.5.5 **Consolidation of price and B-BBEE/specific goals evaluation (Gate 4)**

7.5.5.1 The points scored by a bidder for the price evaluation and the B-BBEE/specific goals evaluation will be added together to determine the overall points a bidder's proposal will score out of 100 points for the consolidated price and B-BBEE/specific goals evaluation and ranking of the bidders.

7.6 **Financial risk analysis**

7.6.1 SARS may conduct a financial risk analysis on the bidders and SARS has the right not to make an award to a bidder(s) if its risk analysis indicates a high risk.

7.6.2 The bidders are required to submit complete sets of annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity. The annual financial statements must either be audited or independently reviewed in accordance with the public interest score (PIS) in compliance with the Companies Act, Act 71 of 2008, and the bidders are required to submit the public interest score (PIS) in compliance with the Companies Act, Act 71 of 2008. The annual financial statements must contain:

7.6.2.1 A statement of profit and loss and other comprehensive income;

7.6.2.2 A statement of financial position;

7.6.2.3 A statement of cash flows;

7.6.2.4 A statement of changes in equity / net assets; and

7.6.2.5 Accompanying notes.

7.6.3 If the bidder cannot provide the preceding year's audited / independently reviewed financial statements as part of its bid submission, the bidder should submit draft annual financial statements or its latest management accounts, together with the three (3) most recent years audited / independently reviewed annual financial statements.

7.6.4 Bidders who have been trading for less than three (3) financial periods must provide:

7.6.4.1 A letter detailing the fact, signed by a duly authorised representative of the entity;

7.6.4.2 The annual financial statements that the entity can provide, considering the period that it has been trading; and

7.6.4.3 Any other information or documentation which would provide more clarity on the financial history of a bidder.

7.6.5 SARS reserves the right to request further information regarding the annual financial statements of

a bidder at a later stage to demonstrate the potential bidder's financial capability. These will include, but are not limited to:

7.6.5.1 Holding company's / Parent company's accounts;

7.6.5.2 Management accounts;

7.6.5.3 Signed letter from a recognised financial institution confirming capital availability and bank statements; and/or

7.6.5.4 Credit rating reports (confirming capital availability or access to capital).

7.6.6 In the event of a subsidiary being the bidding entity and it submits the holding company's financial statements for financial analysis purposes, the holding company must furnish a Performance Guarantee that is signed by a Financial Service Provider (Guarantor) of the holding company, stating that the Guarantor will undertake to cover any or all risks associated with a bidder, in the event the bidder is awarded the RFP.

7.6.7 If the proposal is submitted by an incorporated joint venture, the incorporated joint venture is required to submit annual financial statements of the joint venture. If the proposal is submitted by an unincorporated joint venture / consortium arrangement, the unincorporated joint venture / consortium is required to submit annual financial statements of each of the parties to the arrangement.

7.6.8 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome.

7.7 Recommended bidders' due diligence and risk assessment prior to award

7.7.1 SARS has a legal and moral obligation to ensure that a supplier's financial position does not place public money or services at unacceptable risks and will therefore perform due diligence and risk assessment of recommended bidder(s)' prior to award.

7.7.2 As part of due diligence and risk assessment, the bidder must ensure that the bidder is complying to all regulatory prescripts, including industry regulations specific to the commodity/services procuring, that are applicable to this tender, as well as ethical business practices. SARS has the right to request evidence of this compliance from the bidder, and third parties, for purposes of the due diligence exercise and for audit or contracting arrangements.

7.7.3 In the event that a due diligence exercise reveals that a recommended bidder does not comply with SARS' risk appetite or compliance requirements then SARS has the right not to make an award to the recommended bidder.

7.7.4 The recommended bidder(s) will be required to consent in the agreement to continuous and in-depth due diligence to ensure ethical business practices throughout the term of the tender.

7.8 **Proposed legal agreement**

7.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within twenty-one (21) working days of the bidder receiving the written agreement. The timeous finalisation of such an agreement will be an absolute pre-condition to the recommended bidder(s) being awarded the tender and providing the goods or services to SARS.

7.8.2 If the recommended bidder(s) fails to sign the proposed agreement within the time frame stipulated, SARS reserves the right to:

7.8.2.1 cancel the award to the recommended bidder;

7.8.2.2 enter into negotiations with the second ranked bidder(s) and conclude the proposed agreement with such second ranked bidder(s); or

7.8.2.3 take any other action SARS deems reasonable and appropriate.

7.8.3 Bidders are requested to-

7.8.3.1 Comment on the terms and conditions set out in the draft agreement and where necessary, propose required changes to such terms and conditions.

7.8.3.2 Each comment and/or amendment must be explained.

7.8.3.3 All changes and/or amendments to the agreement must be in an easily identifiable colour font and tracked for ease of reference.

7.8.4 Mark-ups/Comments

7.8.4.1 Bidder(s) may provide comment(s)/ amendments/additions to the agreement, and the annexures thereof, if any, on the provided Contractual Response Template/ Table provided failing which a bidder will be deemed to have accepted the terms and conditions of this Agreement together with Annexures.

7.8.4.2 Mark-ups/comments will NOT be acceptable regarding the following clauses:

Clause 17 SAFEGUARDING OF CONFIDENTIAL INFORMATION;

Clause 17.2 DATA PROTECTION;

Clause 17.3 PROCESSING OF PERSONAL INFORMATION;

Clause 17.4 PROTECTION OF PERSONAL INFORMATION;

Clause 18 INTEGRITY AND SECURITY COMPETENCE

Clause 20.12 TAX COMPLIANCE

Clause 20.14 B-BBEE COMPLIANCE

Clause 21 INSURANCE AND RISK OF LOSS

Clause 22 INDEMNITIES

Clause 23 – LIABILITY

Clause 24 – AUDITS

Clause 24.3 – RECORDS RETENTION

Clause 27.4 – TERMINATION UPON SALE, ACQUISITION, MERGER OR CHANGE OF CONTROL

Clause 28.17 – PERFORMANCE BOND

Schedule C – SERVICE LEVELS

Schedule D – CHARGES, INVOICING AND PAYMENTS

7.8.5 Upon award, SARS and the successful bidder will conclude the agreement which regulates the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:

7.8.5.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement.

7.8.5.2 SARS will be entitled to cease negotiating with a bidder if SARS, in its sole discretion, is of the opinion that: (i) the bidder has made misrepresentations in its proposal; (ii) the bidder is attempting to withdraw from positions or commitments made in its proposal; (iii) the bidder is not negotiating in good faith; or (iv) an agreement may not be expeditiously concluded with the bidder for any other reason.

7.8.5.3 SARS reserves the right to vary the terms and conditions of the proposed agreement during the course of negotiations with a bidder at SARS' sole discretion.

7.8.5.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

7.8.6 A bidder should note that the terms of its proposal will be incorporated in the proposed agreement by reference and that SARS relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that any misrepresentations in a proposal may result in legal action or other processes by SARS against the bidder, notwithstanding the conclusion of an agreement between SARS and the bidder for the provision of the goods and services in question. In the event of a conflict between the bidder's proposal and the agreement concluded between the parties, the agreement will prevail.

7.9 Performance Standards

7.9.1 SARS may prescribe certain performance standards (Service Levels) that a successful bidder must comply with in the performance of the services.

7.9.2 Failure to adhere to the Service Levels will result in SARS levying a financial penalty for the Service Level Failure.

7.9.3 Multiple Service Level Failures with the SARS' prescribed Service Levels will constitute a material breach of the Service Level Agreement.

7.9.4 Notwithstanding the implementation of the Service Levels and Financial Penalties, SARS reserves the right and without derogation to any other remedies it may have in law, to terminate the Service Level Agreement for breach (persistent non-compliance) by the successful bidder.

8 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

8.1 Proof of existence of a trust, joint venture, consortium and subcontracting arrangements

8.1.1 Where, for the purposes of this RFP, a bidder submits its proposal as a trust, such bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include amongst others:

8.1.1.1 Details of the trustees of the trust; and

8.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.

8.1.2 Where, for the purposes of this RFP, a bidder submits its proposal as a joint venture or consortium (incorporated or unincorporated), the bidder must submit the joint venture / consortium agreement, which sets forth the following details:

8.1.2.1 identification of each party to the agreement in full;

8.1.2.2 the percentage ownership of the joint venture / consortium of each party to the agreement (if applicable);

8.1.2.3 the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);

8.1.2.4 the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and

8.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture / consortium party(ies). The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.

8.1.2.6 If a bidder is submitting a proposal in the form of an unincorporated joint venture / consortium, the SBD 4 Bidder's disclosure form should be completed by each party participating in the joint venture / consortium agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture / consortium for this RFP.

8.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.

8.1.3 Where, for the purposes of this RFP, a bidder has or intends to subcontract areas of scope of the goods and services, the bidder must submit the subcontracting agreement, and must note the following:

8.1.3.1 the bidder must indicate the name of the subcontractor(s), the percentage of the contract that will be subcontracted, the B-BBEE status level of the subcontractor(s) and whether the subcontractor(s) is an EME or QSE;

8.1.3.2 a bidder awarded a contract, may only enter into a subcontracting arrangement with the approval of SARS;

8.1.3.3 the agreement will be concluded between the main contractor(s) and SARS, therefore, the main contractor(s) and not its/their subcontractor(s) will be held liable for performance in terms of its contractual obligations;

8.1.3.4 the successful bidder must, at all times, be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement; and

8.1.3.5 Without diminishing the bidder's accountability in any way for the delivery of the services, including the performance standards, SARS may require: access to and transparency in the subcontracting agreements; the full details of the functions which the subcontractor will fulfil in terms of the agreement including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor(s) in the account and project planning activities; and subcontractors' representation in governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).

9 COMPLAINTS AND ALLEGATIONS

9.1.1 Should a Bidder have rational reasons to believe that the tender process is unfair or irregular, including the fact that the technical specifications are not open and/or are written for a particular bidder, brand or product; the bidder is urged to notify the Procurement Department within ten (10) days after publication of the bid and provide details of its complaint for SARS' consideration.

9.1.2 Any suspicious activity, including requests, approaches or calls asking for upfront payment to secure an award of a bid or in lieu of claims that the outcome of a tender can be influenced towards a particular bidder, bidders are requested to immediately inform the *SARS Fraud / Anti-Corruption* Hotline at *0800*-002870 or email at anti-corruption@sars.gov.za for further investigation.

9.1.3 The "SARS hotline" further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

10 GENERAL CONDITIONS OF BIDDING

10.1 **By bidding, a bidder, is deemed to have accepted all terms and conditions of this RFP; and is further deemed to have accepted that if successful, any award made will be made subject to the terms and conditions of this RFP.**

10.2 **Reservation of rights**

10.2.1 In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right in its sole discretion to:

10.2.1.1 make no award, or to accept part of a proposal rather than the whole;

10.2.1.2 withdraw, or cancel this RFP;

10.2.1.3 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;

10.2.1.4 schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations, local content evaluations, and/or perform audits including due diligence exercises on any bidder whenever SARS deems it prudent to do so;

10.2.1.5 no longer consider a bidder's proposal where adverse information about the bidder or its proposal submission has come to the attention of SARS, provided that such bidder is informed accordingly and afforded an opportunity to object;

10.2.1.6 subject to applicable legislation and conditions of tender, award a proposal based on which bidder is offering the best value for money, even if such proposal has not scored the highest points during the evaluation;

10.2.1.7 conduct a risk assessment of a bidder's capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS' objectives;

10.2.1.8 request clarification or verification in respect of any information contained in or omitted from a bidder's proposal, which SARS may do either in writing or at a meeting convened with the bidder for that purpose;

10.2.1.9 conduct a due diligence on any bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting a bidder's, subcontractors, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The bidder must respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the bidder's proposal any further; and/or

10.2.1.10 request presentations from such short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders.

10.2.2 SARS will disqualify any bidder, report to the National Treasury and take the necessary steps to restrict a bidder form doing business with the State, who:

10.2.2.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this RFP;

10.2.2.2 seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;

10.2.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;

10.2.2.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any government entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;

10.2.2.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a government entity;

10.2.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, which is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a government entity;

10.2.2.7 has been found guilty in a court of law or administrative or regulatory authority having appropriate jurisdiction on charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed;

10.2.2.8 is listed on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers; or

10.2.2.9 whose tender contains a misrepresentation which is materially incorrect or misleading.

10.2.3 Bidders' own conditions

10.2.3.1 Bidders may not come up with their own terms and conditions, counter conditions, modify or vary any of the terms, conditions or requirements herein. SARS may disqualify any bidder who fails to comply with this clause.

10.3 Conflict of interest

10.3.1 If at any time a bidder identifies an actual or potential conflict of interest, the bidder must immediately notify SARS in writing. SARS reserves the right to exclude the proposal submitted by such bidder from further consideration, unless the bidder is able to resolve the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential

conflict of interest, same will be grounds for the immediate disqualification of the bidder.

10.4 **Confidentiality**

10.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, information contained in a bidder's proposal(s) may not be disclosed by any bidder, other than to a person officially involved with SARS' examination and evaluation of a proposal.

10.4.2 Throughout this RFP process and thereafter, the bidders must secure SARS' written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and such legal action as SARS may deem suitable.

10.5 **Fronting**

10.5.1 SARS supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background SARS condemns any form of fronting.

10.5.2 SARS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries / investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies SARS may have against the bidder / contractor concerned.

10.6 **Insurance**

10.6.1 The successful bidder will be required, on or before the effective date of the agreement and for the duration of the agreement, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation, professional indemnity and public liability insurance cover as appropriate.

10.7 **Indemnity**

10.7.1 If a bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement or defence of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

10.7.2 A successful bidder shall indemnify, hold harmless and agree to defend SARS and its officers, employees, agents, successors-in-title, and assigns, from any and all Losses arising from, or in connection with, any of the following-

10.7.2.1 Third party claims attributable to any breach of the provisions of the Services Agreement by the successful bidder;

10.7.2.2 Third party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the successful bidder or its employees and claims attributable to errors and/or omissions;

10.7.2.3 Third party claims arising from or related to the death or bodily injury of any SARS agent, employee, business invitee, or business visitor or other person on SARS's premises caused by the negligent acts or omissions of the successful bidder or its employees; and

10.7.2.4 Third party claims arising from damage to property owned or leased by SARS or a third party caused by the successful bidder's or its employees' negligence or misconduct.

10.8 **Intellectual property**

10.8.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP.

10.8.2 Bidders will retain the intellectual property rights in their proposals but grant SARS the right to reproduce any copyrighted works for the purposes of the tender process.

10.8.3 Subject to any specific provisions in any service level agreement, master services agreement, work orders or change orders or any other agreement concluded between SARS and a bidder in terms of this RFP, all intellectual property rights created, generated, coded or designed in terms of this bid to meet SARS' business requirements and needs will be, and remain the perpetual exclusive property of SARS. Successful bidders who so create, generate, code or design any intellectual property for SARS in terms of this RFP, undertake to provide SARS with full access to such intellectual property including the provision of security keys and access codes both during and after the bidders appointment as a service provider or vendor.

10.8.4 In the event that any bidder utilises any third party intellectual property, in terms of a license, to submit a bid, or that such third party intellectual property will be utilised to fulfil SARS' business requirements for the bid, bidders firstly warrant that they have the rights to do so, and secondly, agree to fully indemnify SARS against in any claims whatsoever arising from the application of third party intellectual property in the SARS environment and on the basis of SARS' indemnity rights in the Indemnity clause above.

10.9 **Limitation of liability**

10.9.1 A bidder participates in this RFP process entirely at its own risk and cost. SARS will not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this RFP process.

10.10 **Preparation costs**

10.10.1 A bidder will bear all its costs in preparing, submitting, delivering, and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. No statement in this RFP will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this RFP.

10.11 **Precedence**

10.11.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication, as set out per the Communication paragraph in this document, and that such information expressly states that it amends this document.

10.12 **Responsibility for bidder's personnel and subcontractors**

10.12.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its subcontractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP.

10.12.2 If SARS allows a bidder to make use of subcontractors, such subcontractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such subcontractors.

10.12.3 The proposal shall however be awarded to the bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SARS and/or its client and any such subcontractors.

10.12.4 If a bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.

10.12.5 If a bidder includes experience of an entity other than the bidder itself, then the bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and agrees that their experience may be included for tendering purposes. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

10.13 **Prohibition of participation in resultant tender**

10.13.1 Any bidder, whether participating in a trust, joint venture, consortium and/or subcontracting arrangement, who participates in preparatory work on the basis of which another tender will flow, may not participate in the resultant tender because of the advantage of having been privy to the

underlying preparatory work.

10.14 **RFP not an offer**

10.14.1 This RFP does not constitute an offer to do business with SARS but merely serves as an invitation to bidders to facilitate a requirements-based decision process. Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into an agreement with the bidder.

10.15 **SARS' oath / affirmation of secrecy**

10.15.1 SARS has a Policy in terms of which the successful bidder; key personnel or any other personnel as may be determined by SARS will be required, upon award, to individually take a mandatory oath/ declaration/ affirmation of secrecy. The award will therefore be made subject to the condition that the successful bidder along with the personnel referred to above comply with the afore mentioned Policy.

10.16 **Screening and vetting of a bidder**

10.16.1 Acceptance of a bidder's proposal is subject to the condition that both the successful bidder and its personnel providing the goods and services, must be screened and cleared by the appropriate authorities to the grade of clearance in line with SARS' applicable policies.

10.16.2 Obtaining the necessary clearance is the responsibility of the successful bidder concerned. If the successful bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

10.16.3 The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

10.17 **Tax compliance**

10.17.1 It is a requirement that any supplier conducting business with SARS is tax compliant at the date of award of a contract / bid and remains tax compliant throughout the duration of their contracts with SARS.

10.17.2 **Verification of tax compliance status prior to award**

10.17.2.1 SARS must verify supplier/ bidder's tax compliance status prior to the awarding of a contract.

10.17.2.2 No contract / bid may be awarded to a supplier who is not tax compliant.

10.17.2.3 Where the recommended supplier / bidder is not tax compliant, it must be notified in writing of their non-compliant status and be granted a minimum of seven (7) working days to submit written proof regarding their tax compliance

status with SARS or proof that arrangement has been made with SARS to meet their outstanding tax obligations.

10.17.2.4 Should the recommended bidder/ supplier fail to provide written roof of their tax compliance status as contemplated in paragraph 10.17.2.3 above, SARS as the procuring entity must reject the bid submitted.

10.17.2.5 Accordingly, the supplier / bidder is responsible to provide SARS with proof of its tax compliance status which must be verified through the Central Supplier Database or eFiling.

10.17.3 **Verification and/or confirmation of tax compliance status during the course and scope of executing awarded contract**

10.17.3.1 SARS reserves the right to request the supplier or successful bidder to provide written proof of tax compliance status at any time during the execution of the awarded contract.

10.17.3.2 Further, SARS reserves the right to withdraw an award made, or cancel a contract concluded with a supplier / successful bidder in the event that it is established that such supplier / bidder was in fact not tax compliant at the time of the award.

10.17.3.3 Furthermore, SARS reserves the right to cancel a contract with a supplier / successful bidder in the event that such supplier/bidder does not remain tax compliant for the full term of its contract.

10.17.4 In line with SARS's strategic objectives, the directors / owners of the bidding entity who are not tax compliant may be referred to the SARS tax compliance unit for further investigation in order to achieve full tax compliance.

10.17.5 In terms of section 3 of the Tax Administration Act, Act No. 28 of 2011, SARS is responsible for the administration of a tax Act under the control or direction of the Commissioner for SARS. Accordingly, SARS may as part of the administration of a tax Act exercise its powers*, inter alia*, to collect revenue due to the fiscus and enforce compliance with legislation administered by the Commissioner for SARS.

10.18 **Tender defaulters and restricted suppliers**

10.18.1 No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

10.19 **Local production and content**

10.19.1 SARS supports and promotes local production and local content, environmentally friendly products, and sustainable sourcing.

10.19.2 To enable this objective to be adequately assessed and as part of contract management, bidders

shall advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.

10.19.3 The appointed supplier shall provide and use, for the performance of this contract, local subcontractors or locally acquired materials, equipment and facilities, to the extent available and within reasonable costs, to produce the quality and quantity of work and materials required by this contract.

10.20 **Validity of information**

10.20.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or otherwise) to a bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional information SARS may provide to a bidder as part of the RFP process.

10.20.2 A bidder is deemed to have examined this RFP and any other information supplied by SARS to the bidder and to have satisfied itself as to the correctness and sufficiency of such information before submitting any of its responses.

10.21 **Governing law**

10.21.1 This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

11 CHECKLIST OF RETURNABLES

Table 15: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply
1.	A hardcopy and an electronic copy RFP proposal submission has been submitted for this RFP.		
2.	The pricing information is included as a separate file (File 2) and is not included in the technical file (File 1).		
3.	The tender proposal has been organised as per the format required for this tender (paragraph 6).		
4.	SBD 1: Invitation to bid form has been completed and signed.		
5.	SBD 4: Bidder's Disclosure has been completed and signed.		
6.	SBD 6.1: Preference points claim form has been completed, points for B-BBEE / specific goals claimed, and signed.		
7.	Proof of registration on the Central Supplier Database (CSD) has been submitted.		
8.	Bidder to sign / initial the supplied pro forma document. Bidders are requested to use the Draft Agreement Response Template when submitting their comments, mark-ups, and proposed amendments to the draft agreement.		
9.	A complete set of three (3) most recent annual financial statements has been included.		
10.	The Mandatory Evaluation Response Template together with all the mandatory evaluation requirements have been submitted with this bid.		
11.	The Technical Evaluation Response Template together with all the technical evaluation requirements have been submitted with this bid.		
12.	All the pricing evaluation requirements have been submitted with this bid and the pricing template has been completed in full and signed, and a signed hardcopy together with a softcopy submitted with this bid.		
13.	All the B-BBEE/specific goals evaluation and specific goal requirements have been submitted with this bid.		