

# **REQUEST FOR PROPOSAL**

**SARS RFP 03/2015**

## **PROCUREMENT, MAINTENANCE AND SUPPORT SERVICES FOR BULK DOCUMENT SCANNING EQUIPMENT**

### **RFP MAIN DOCUMENT**

#### **SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS**

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**SARS RFP 03/2015**

**PROCUREMENT, MAINTENANCE AND SUPPORT SERVICES FOR BULK  
DOCUMENT SCANNING EQUIPMENT**

**RFP Main Document**

**Summary, Guidelines, Instructions and Conditions**

**1 PREAMBLE**

The South African Revenue Service ("SARS") invites certain qualified persons ("Bidders") to submit proposals ("Proposals") in accordance with the rules set out in this RFP for the selection and appointment on a non-exclusive basis of a Scanner Maintenance Service Provider (SMSP) to:

- Supply new bulk document scanning equipment at the outset and during the term of the agreement as required by SARS and
- Provide maintenance and support services on both the new bulk document scanner equipment and SARS's existing bulk document scanner equipment that will be retained during the term of the agreement.

**2 INTERPRETATION AND DEFINITIONS**

**2.1 Interpretation**

- 2.1.1 A capitalised word or expression used in any document in the RFP Pack will have the meaning that has been defined for that word or expression in the document in which the capitalised word or expression appears.
- 2.1.2 If the capitalised word or expression has not been defined in the document in which the capitalised word or expression appears then it will have the meaning given to it in the Table 1: Glossary below in paragraph 2.2.
- 2.1.3 If the capitalised word or expression has not been defined in the Table 1: Glossary below in paragraph 2.2 then it will have the meaning given to it in *Schedule A of the Bulk Document Scanning Solutions Agreement*.
- 2.1.4 In the event that a capitalised word or expression has not been defined as per paragraphs 2.1.1, 2.1.2 or 2.1.3 above then:
  - 2.1.4.1 if the word or expression is technical in nature, such word or expression will have its generally understood meaning in the Information Communication and Technology (ICT) industries; or
  - 2.1.4.2 if the word or expression is not technical in nature, then it will have its generally understood meaning.

- 2.1.5 In any document in the RFP Pack, an underlined and italicised word or expression is a reference to a document in the RFP Pack. The reference can be resolved to the full document filename in Table 3: RFP Pack Contents in paragraph 3.2 below (RFP Pack Contents).
- 2.1.6 Within a document in the RFP Pack, a reference to a paragraph number is a reference to a paragraph within the document in which it appears. If the reference to a paragraph number is followed by a document name, the reference is to that paragraph number in the document so named.
- 2.1.7 In this document, a reference to:
- 2.1.7.1 persons or entities, includes a reference to natural persons, any association, body corporate, trust, partnership, organization or other entity including their respective successors and/or assigns;
  - 2.1.7.2 the singular includes the plural and *vice versa*, unless the context otherwise requires; and
  - 2.1.7.3 the words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.

## 2.2 Definitions (Glossary table)

**Table 1: Glossary**

Bidder	means a prospective Service Provider who submits a Proposal for this RFP.
B-BBEE	means Broad-Based Black Economic Empowerment.
Closing Date and Time	means the date set forth in the Table 4: Key Dates and Activities in paragraph 4 below.
ITIL	means Information Technology Infrastructure Library.
OEM	means Original Equipment Manufacturer.
Proposal	means a response submitted by a Bidder to this RFP.
RFP	means this Request for Proposal.
RFP Pack	means the collection of documents making up this RFP as listed in Table 3: RFP Pack Contents in paragraph 3.2 below.
SARS	means an organ of the State established in terms of the South African Revenue Service Act, 1997 (Act No. 34 of 1997) with its registered address located at its Pretoria Head Office, 299 Bronkhorst Street, Nieuw Muckleneuk, 0181, the Republic of South Africa.
SBD	means standard bid documents prescribed by National Treasury as listed in section 2 of the Table 3: RFP Pack Contents set out in paragraph 3.2 below.
Service Provider	means a Bidder who is awarded this RFP and with whom

	SARS has entered into the <u>Bulk Document Scanning Solutions Agreement</u> . The Service Provider is also referred to as the SMSP or Scanner Maintenance Service Provider.
Services	include the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of the <u>Bulk Document Scanning Solutions Agreement</u> .
Site	means any premises at which SARS requires services to be provided as advised to the Service Provider from time to time. The initial list of Sites envisaged at the commencement date of the contract is the site list provided in Appendix A of the <u>Business Requirements Specification</u> .
SMSP	Scanner Maintenance Service Provider.
Subcontractor	has the meaning set out in paragraph 8.1.
Term	means the duration of the <u>Bulk Document Scanning Solutions Agreement</u> which the Service Provider and SARS will enter into as set out in paragraph 6.3.2 below.
Transition Services	The services required for the Service Provider to take on the Services as more fully set out in paragraph 6.5 below.

### 3 STRUCTURE OF THE RFP PACK

#### 3.1 Structure

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

**Table 2: RFP Pack Outline**

Section	Description of section contents
1	Documents outlining the RFP background, conditions, instructions and documents necessary for a Bidder to attend the non-compulsory briefing session.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be completed and returned to SARS as part of the Bidder's Proposal.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Proposal.
4	The proposed agreement under which SARS wishes to procure the Services.
5	Response templates. Templates that are required to be completed and returned to SARS as part of a Bidder's Proposal.

Each document in the RFP Pack is identified by the following naming convention

**SARS RFP 03-2015 <s>-<n> <document name>**

Where: <s> is the section number (as above); <n> is an identifying number within the section; and <document name> is a name describing the document contents.

## 3.2 RFP Pack Contents

Table 3: RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 03-2015 1-1 RFP Summary, Guidelines, Instructions and Conditions.
	Confidentiality and Secrecy Undertaking	SARS RFP 03-2015 1-2 Confidentiality and Secrecy Undertaking.
	SARS Oath / Affirmation of Secrecy	SARS RFP 03-2015 1-3 SARS Oath – Affirmation of Secrecy.
2	Invitation to Bid (SBD1)	SARS RFP 03-2015 2-1 Invitation to Bid (SBD 1).
	Tax Clearance (SBD 2)	SARS RFP 03-2015 2-2 Tax Clearance (SBD 2).
	Declaration of Interest (SBD 4)	SARS RFP 03-2015 2-3 Declaration of Interest (SBD 4).
	Preference Points Claim Form (SBD 6.1)	SARS RFP 03-2015 2-4 Preference Points Claim Form (SBD 6.1).
	Declaration of Past SCM Practices (SBD 8)	SARS RFP 03-2015 2-5 Declaration of Past SCM Practices (SBD 8).
	Certificate of Independent Bid Determination (SBD 9)	SARS RFP 03-2015 2-6 Certificate of Independent Bid Determination (SBD 9)
	Supplier Cost and Risk Assessment Questionnaire	SARS RFP 03-2015 2-7 Supplier Cost and Risk Assessment Questionnaire
3	Business Requirements Specification	SARS RFP 03-2015 3-1 Business Requirements Specification.
4	Bulk Document Scanning Solutions Agreement	SARS RFP 03-2015 4-1 Bulk Document Scanning Solutions Agreement.
5	Pre-qualification Response Template	SARS RFP 03-2015 5-1 Pre-qualification Response Template.
	Technical Response Template	SARS RFP 03-2015 5-2 Technical Response Template.
	Agreement Response Template	SARS RFP 03-2015 5-3 Agreement Response Template.
	Pricing Response Template	SARS RFP 03-2015 5-4 Pricing Response Template.
	Equipment Compliance Test Schedule	SARS RFP 03-2015 5-5 Equipment Compliance Test Schedule.
	Proposal Checklist	SARS RFP 03-2015 5-6 Proposal Response Checklist.

## 4 KEY DATES AND ACTIVITIES

The table below lists certain *key dates and activities* relevant from time of issuance of the RFP up to and until the Closing Date and Time:

Table 4: Key Dates and Activities

No	Description	Start Date/Time	End Date/Time
1.	RFP is published	16 October 2015	-

## SARS CONFIDENTIAL

2.	RFP issued	19 October 2015	
3.	Non-compulsory Bidders briefing session	28 October 2015 @ 10h00	28 October 2015 @ 12h30
4.	Bidders to submit written questions	29 October 2015	06 November 2015
5.	SARS posts answers to Bidder's questions on the SARS website	30 October 2015	09 November 2015
6.	Proposals due (the "Closing Date and Time")	-	17 November 2015 @ 11h00

All times and dates in this RFP are South African Standard Time.

Any time or date in this RFP is subject to change at SARS's discretion. 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 in any way for any Bidder to demand that any action be taken on the date established, or on any other date. The Bidder accepts that if SARS extends the Closing Date and Time for RFP submission for any reason, the requirements of this RFP will otherwise apply equally to the extended timeline.

## 5 CONTACT PERSONS

All communication to SARS must be emailed to:

Email: [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za)

Communication sent by SARS must only be regarded as official communication if sent from [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) or a communication accompanied by a letter of authorisation signed by the SARS Executive: Procurement.

## 6 OVERVIEW OF SARS'S REQUIREMENTS

### 6.1 Introduction

SARS's mandate under the South African Revenue Service Act, 1997 (Act No 34 of 1997), includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS's vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

### 6.2 Objectives

SARS's primary objective in issuing this RFP is to conclude an agreement with the successful Bidder that will achieve the following:

- 6.2.1 best value for money;
- 6.2.2 sustainable supply of Services; and
- 6.2.3 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs related to the scope.

### 6.3 SARS's Requirements for Services

- 6.3.1 Details of the required services are contained in the Business Requirements Specification and the Bulk Document Scanning Solutions Agreement documents.
- 6.3.2 SARS's objective is to enter into an agreement with the Service Provider(s) appointed for a period of 3 (three) years.

### 6.4 General Notes Regarding the Services

SARS reserves the right to:

- 6.4.1 request *ad hoc* services within or related to the scope of the Services;
- 6.4.2 exclude Sites, specific devices within the Sites or certain services from the scope of Services;
- 6.4.3 include additional Sites or additional Services;
- 6.4.4 direct that the Services be delivered to other Government Entities;
- 6.4.5 include additional services related to Services; and
- 6.4.6 require that the pricing of any new requirement be aligned with the pricing



applicable to existing Services where such Services are similar to those already provided (for example, if a new category of equipment is required by SARS to be supported by the Service Provider, the pricing of the new category, type or model of equipment must be aligned with existing categories, types or models then supported under the Bulk Document Scanning Solutions Agreement).

## 6.5 Transition

The Service Provider appointed will be required to perform a formal transition project to take on the services from the incumbent service provider(s) and to introduce any new requirements under this RFP within a 30 (thirty) day period from the conclusion of the Bulk Document Scanning Solutions Agreement with the Service Provider. The Bidder is required to submit a Transition plan detailing the approach, the detailed activities, resourcing and timelines as part of its Proposal and the Bidder must provide an all-inclusive price to perform the transition as part of its Proposal. The Bidder must reference the Business Requirements Specification and the Pricing Response Template for details on how the transition is to be scoped and priced.

## 6.6 Proposed Agreement

- 6.6.1 Any award made to a Bidder under this RFP is conditional, amongst other provisions, upon SARS and such Bidder concluding a written agreement (the "Bulk Document Scanning Solutions Agreement").
- 6.6.2 The proposed agreement that will govern the Services during the intended term is set out in the Bulk Document Scanning Solutions Agreement in section 4 of this RFP Pack and reflects the terms and conditions upon which SARS intends to contract with a successful Bidder. The Bidder is required to indicate its acceptance of the provisions of the Bulk Document Scanning Solutions Agreement by completing the Agreement Response Template.
- 6.6.3 While SARS reserves the right to vary the terms and conditions of the proposed Bulk Document Scanning Solutions Agreement during the finalisation of the contract with the successful Bidder at SARS's sole discretion (including for purposes of better giving effect to the objectives in paragraph 6.2 above), it is a condition of the RFP that a successful Bidder will be bound by such terms and conditions of the proposed Bulk Document Scanning Solutions Agreement.
- 6.6.4 The Bidder should note that the representations made by the Bidder in its Proposal will be incorporated in the proposed Bulk Document Scanning Solutions 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 a Bulk Document Scanning Solutions Agreement between SARS and the Bidder for the provision of the Services in question.
- 6.6.5 The Bidder's Proposal pricing must be firm for 12 (twelve) months after the Closing Date and Time provided that the Service Provider will give SARS the benefit of any pricing decreases effected within 12 (twelve) months of the Closing Date and Time.
- 6.6.6 In the event that the successful Bidder fails to sign the proposed Bulk Document

Scanning Solutions Agreement within 21 (twenty-one) days of SARS calling upon it in writing to do so, SARS reserves the right to:

- 6.6.6.1 cancel the award to the successful Bidder;
- 6.6.6.2 enter into negotiations with reserve Bidder(s) and conclude the proposed Bulk Document Scanning Solutions Agreement with such reserve Bidder(s); or
- 6.6.6.3 take any other action SARS deems reasonable and appropriate in the circumstances.

## 7 QUALIFICATION

### 7.1 Introduction

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), which prescribes that SARS's process be:

- 7.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 7.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- 7.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

In furtherance of this evaluation methodology, the bidding qualifications as set out in this paragraph 7 will apply.

### 7.2 Exclusionary Criteria

Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 7.2.1 to 7.2.3 below should not submit Proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 7.2.1 to 7.2.3 below, then that Bidder's Proposal will be rejected at SARS's sole discretion, without any further consideration.

- 7.2.1 SARS is only interested in organisations that take accountability for service delivery and performance. To avoid issues that may be encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, SARS will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP.
- 7.2.2 A Bidder must be a company registered in South Africa in terms of South African company law.
- 7.2.3 The Bidder must be tax compliant and must submit a valid original Tax Clearance

Certificate as part of its Proposal. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and failure to do so will be a material breach of the Bulk Document Scanning Solutions Agreement.

### 7.3 Qualificationary Criteria

- 7.3.1 Table 5: Mandatory Pre-Qualification Criteria below contains the mandatory pre-qualification criteria that are specific to this RFP. If the Bidder does not meet any one of the mandatory pre-qualification criteria, the Bidder will be disqualified and the Bidder's Proposal will not be evaluated further. The Bidder should be aware that any other requirement that is indicated as a mandatory requirement in this or any other document in this RFP Pack may also serve as a pre-qualification requirement unless stated otherwise. The Bidder must substantiate its compliance to the criteria below by completing the Pre-qualification Response Template.

**Table 5: Mandatory Pre-Qualification Criteria**

Mandatory Pre-Qualification Criteria
<ol style="list-style-type: none"> <li>1. SARS is only interested in organisations that take accountability for service delivery and performance. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance SARS will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP; and</li> <li>2. The Bidder must have been providing bulk document scanner maintenance services continuously for at least the past 2 (two) years (the Bidder itself must have been providing such services and cannot rely on a Subcontractor to fulfil this requirement; and</li> <li>3. The Bidder (together with the capability of its Subcontractors) must have a coverage with established bulk document scanner service centres within 100km to the metropolitan SARS Sites (Johannesburg, Pretoria, Cape Town, Durban); and</li> <li>4. The Bidder (and/or its Subcontractor(s)) must be authorised to provide bulk document scanner equipment maintenance and support services for the Fujitsu and Kodak (Bowe, Bell and Howell) brands. The Bidder must submit a letter from the relevant OEMs as proof of authorisation; and</li> <li>5. The Bidder (and/or its Subcontractor(s)) must be authorised to supply and provide maintenance and support for the brand(s) of bulk document scanner equipment it is proposing to supply under the agreement. The Bidder must submit a letter from the relevant OEM(s) as proof of authorisation; and</li> <li>6. The Bidder (and/or its Subcontractor(s)) must be authorised to supply and provide maintenance and support for the brand(s) of preparation machine (paper jogger) and brand(s) of paper counting machines it is proposing to supply under the agreement. The Bidder must submit a letter from the relevant OEM(s) as proof of authorisation; and</li> </ol>

7. The proposed bulk document scanner model(s) must meet the minimum technical requirements as specified in the *Business Requirement Specification*.

- 7.3.2 Subject to sub-paragraph 7.3.3 below, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of SARS or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("**Government Entity**"):
- 7.3.2.1 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;
  - 7.3.2.2 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;
  - 7.3.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
  - 7.3.2.4 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;
  - 7.3.2.5 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;
  - 7.3.2.6 pays, or agrees to pay, to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that 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;
  - 7.3.2.7 has in the past engaged in any conduct referred to in sub-paragraphs 7.3.2.1 to 7.3.2.6 above;
  - 7.3.2.8 has been found guilty in a court of law, or administrative or regulatory authority, having appropriate jurisdiction for charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed; or
  - 7.3.2.9 is listed on the National Treasury's Register of Tender Defaulters, and/or

National Treasury's Database of Restricted Suppliers.

- 7.3.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 7.3.2.7 above. A Bidder that stands to be disqualified in term of sub-paragraph 7.3.2.7 above may, prior to submitting a Proposal, approach SARS in writing for an exemption as foresaid, in which event:
- 7.3.3.1 the Bidder is required to provide SARS with full information to enable SARS, in its sole discretion, to consider such application for exemption; and
  - 7.3.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS's discretion.
- 7.3.4 By submitting a Proposal the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 7.3.2 above, unless it has otherwise applied for exemption or been exempted in terms of paragraph 7.3.3 above.
- 7.3.5 SARS may disqualify a Bidder:
- 7.3.5.1 whose Proposal contains a misrepresentation;
  - 7.3.5.2 in respect of whom any of the members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any one or more such persons;
  - 7.3.5.3 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;
  - 7.3.5.4 who, or whose Subcontractor, unlawfully had access to any of SARS's proprietary information or any other material that may have unlawfully placed that Bidder in a preferential position in relation to any of the other Bidders;
  - 7.3.5.5 who fails to comply with any conditions or requirements of this RFP;
  - 7.3.5.6 who in SARS opinion, has either failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS or who has performed unsatisfactorily under any such agreement; or
  - 7.3.5.7 who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFP.

## 8 SUBCONTRACTORS

### 8.1 Definition of Subcontractor

A provider who: (i) provides a comprehensive solution to a portion of the scope of this RFP 03/2015; or (ii) will be applying the Services directly to SARS's equipment or interacting with SARS's staff, and (iii) has engaged with the Bidder in order to enable the Bidder to propose a complete solution to SARS, is regarded as a Subcontractor of such Bidder.

### 8.2 Retained Accountability

8.2.1 Although SARS permits Bidders to subcontract areas of scope of the Services, the successful Bidder will be at all times, solely and entirely, accountable to SARS for the performance of its contractual obligations in terms of the Bulk Document Scanning Solutions Agreement.

8.2.2 The Bidder may not subcontract more than 50% (fifty percent) of the contract in term of the value of the contract. For clarity, the total of the amounts to be paid to subcontractors (including VAT) may not exceed the total revenue (including VAT) expected by the Bidder. Total revenue expected by the Bidder includes revenue from equipment sales. Amounts paid for equipment to the OEM, manufacturer or local distributor of equipment are not considered as amounts paid to subcontractors.

8.2.3 The Bidder's attention is drawn to the provisions of Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 issued 6 June 2011, regulations 11(8) and 11(9):

*11(8) A person may not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends subcontracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.*

*11(9) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an exempted micro-enterprise that has the capability and ability to execute the sub-contract.*

8.2.4 The Bidder must take cognisance of these provisions in negotiating and concluding subcontractor agreements including the provisions of the proposed Bulk Document Scanning Solutions Agreement which require compliance by the Subcontractors.

### 8.3 Subcontractor Participation

8.3.1 An SMME wishing to participate in the RFP, but not able to qualify by itself, should engage with a suitably qualified Bidder(s) to participate as a Subcontractor in the submission of such Bidder's Proposal.

- 8.3.2 Subcontractors, in general, are not restricted by SARS to participate in the submission of only a single Bidder's Proposal.

**8.4 Subcontractor Details Required**

Where a Bidder proposes to appoint a Subcontractor, the Bidder must in its Proposal in respect of each proposed Subcontractor:

- 8.4.1 identify the Subcontractor in full;
- 8.4.2 provide full details of the functions which the Subcontractor will fulfil in terms of the Bulk Document Scanning Solutions Agreement. This should include details of the delimitations of scope within the Services to be subcontracted to the Subcontractor;
- 8.4.3 submit the total sub-contract value which will be sub-contracted to the Subcontractor and the anticipated overall percentage which the Subcontractor will receive of the total anticipated revenue which will arise for the Bidder under the Bulk Document Scanning Solutions Agreement with SARS; and
- 8.4.4 submit the information specified in paragraph 9.5.1.6 below.

SARS reserves the right to refuse the Bidder the right to appoint any Subcontractor in respect of whom the Bidder has not fully complied with the provisions of this paragraph 8.4 or paragraph 9.5.1.6 below; and

SARS may disqualify a Bidder's Proposal in which the Bidder proposes to appoint a Subcontractor which does not comply with the provisions of paragraph 9.5.1.6 below.

## 9 BID PREPARATION AND SUBMISSION

### 9.1 Non-compulsory briefing session

To enable a prospective Bidder to gain a more detailed knowledge of SARS's requirements with respect to this RFP, SARS intends to hold a non-compulsory briefing session. Bidders may attend the non-compulsory briefing session that will take place on the date and at the time reflected in the Table 4: Key Dates and Activities in paragraph 4 above, the venue for which is:

SARS Procurement Centre  
Linton House  
Brooklyn Bridge  
570 Fehrsen Street  
Brooklyn, Pretoria

Each prospective Bidder may send a maximum of 3 (three) representatives to the non-compulsory briefing session. Note that the Bidder's representatives will be required to provide proof of identification and sign an acknowledgement of attendance prior to the start of the non-compulsory briefing session.

The Bidder's representatives at the non-compulsory briefing session will be afforded the opportunity to submit written questions to SARS after the non-compulsory briefing session. Subject to the same conditions set out in paragraph 9.2.1 below, SARS will respond to all such questions by publishing the responses on the SARS procurement website at <http://www.sars.gov.za/procurement>.

### 9.2 Question and Answer Process

- 9.2.1 Between the dates given in item 4 of Table 4: Key Dates and Activities in paragraph 4 above, SARS will receive questions sent by Bidders by email to the address [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za). SARS will respond to these questions and those submitted in writing at the briefing session, provided that SARS will not be obliged to respond to a question should it choose not to do so. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses. The questions and answers will also be published on the SARS procurement website at <http://www.sars.gov.za/procurement>.
- 9.2.2 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 re-issued or additional documentation will be published on the SARS procurement website. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals in order to ensure that the Bidder uses the latest versions of documents in the RFP Pack.
- 9.2.3 Depending on SARS's assessment of the nature and extent of Bidders' questions during the question and answer process, SARS may schedule additional



compulsory or optional briefing sessions.

### 9.3 SITE INSPECTIONS

Although SARS does not envisage that any inspections of SARS's Sites will be required, SARS reserves the right to schedule either optional or compulsory site inspections should it become apparent to SARS that it is necessary for prospective Bidders to gain an understanding of the RFP specification.

### 9.4 PROPOSAL SUBMISSION

- 9.4.1 Proposals must be deposited before the Closing Date and Time in the tender box situated at the main entrance of the SARS Procurement centre:

Brooklyn Bridge  
Linton House  
570 Fehrsen Street  
Brooklyn, Pretoria

- 9.4.2 The Proposal documents will only be considered for evaluation if deposited in accordance with paragraph 9.4.1 above regardless of the method used to send or deliver such documents to SARS.
- 9.4.3 Proposals submitted after the Closing Date and Time set out in the Table 4: Key Dates and Activities in paragraph 4 above will not be considered under any circumstances whatsoever.
- 9.4.4 Prior to submission, the Bidder must check the numbering of the pages of its Proposal and satisfy itself that no pages are missing or duplicated. The Bidder must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 12 below. No liability is accepted by SARS with regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Bidder's Proposal to the attention of the Bidder and/or allow the Bidder to correct such defect.
- 9.4.5 All hardcopy documents in the Bidder's Proposal must be signed by a duly authorised signatory on behalf of the Bidder and **initialled on every page** where a full signature is not required. A signatory's authority to sign must appear from a board resolution duly authorising the signatory to sign the Proposal on behalf of the company. The Bidder must sign and/or initial (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.
- 9.4.6 All Proposal documents must be submitted in original, hard copy format as well as in electronic form on a compact disc (CD) / digital versatile disk (DVD) in the document formats specified in paragraph 12 below.
- 9.4.7 All Proposals and supporting documentation must be submitted in English.
- 9.4.8 SARS reserves the right to retain the Bidder's Proposal for audit purposes. SARS will return the Bidder's Proposal only upon written request being made to SARS and on condition that SARS, at its own cost, will be allowed to make the necessary copies of the Bidder's Proposal for record purposes.

- 9.4.9 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to SARS will be borne exclusively by the Bidder.
- 9.4.10 Proposals must remain valid for a minimum period of 12 (twelve) months from the Closing Date and Time.

## 9.5 PROPOSAL COMPLIANCE

The Bidder must ensure that all provisions and instructions in this paragraph 9 and paragraph 12 below for the completion and submission of a Proposal are followed in detail.

- 9.5.1 The Bidder's attention is drawn to the following documents required as part of a Bidder's Proposal. If any of these documents are omitted from a Proposal then, subject to paragraph 10.2, such omission will result in that Proposal being eliminated from the evaluation process at SARS's sole discretion:
  - 9.5.1.1 a Tax Clearance Certificate valid as at the Closing Date and Time;
  - 9.5.1.2 audited or reviewed annual financial statements for the past 3 (three) consecutive financial years;
  - 9.5.1.3 all SBD documents, as included in Section 2 of this RFP pack, completed and signed as instructed;
  - 9.5.1.4 SARS Oath/Affirmation of Secrecy signed by each member of the Bidder's Bid team in the presence of a Commissioner of Oaths;
  - 9.5.1.5 Completed pre-qualification response template (Pre-qualification Response Template); and
  - 9.5.1.6 the identical information referred to in sub-paragraphs 9.5.1.1 and 9.5.1.4 above in respect of each proposed Subcontractor.
- 9.5.2 SARS may reject a Proposal which:
  - 9.5.2.1 is conditional on SARS's acceptance of deviations from the proposed Bulk Document Scanning Solutions Agreement included in this RFP Pack;
  - 9.5.2.2 is conditional of SARS'S acceptance of deviations from provisions of the RFP;
  - 9.5.2.3 fails to commit to the key deliverables required by this RFP;
  - 9.5.2.4 does not contain the correct number of copies, or is in an incorrect format; or
  - 9.5.2.5 is non-compliant in any respect.

## 10 EVALUATION AND SELECTION

### 10.1 Process after the Closing Date and Time

After the Closing Date and Time:

- 10.1.1 SARS may request additional information, 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. Only under exceptional circumstances and in line with applicable legislation, SARS may, at its sole discretion, allow the Bidders to make any amendments to or supplement their Proposals submissions after the stipulated Closing Date and Time;
- 10.1.2 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor(s) which may include contacting Bidder-provided customer references or other activities to verify information and capabilities submitted or claimed (including visiting the Bidder's, Subcontractor's or Bidder-provided 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 will make decisions based on the limited information at hand, taking into account any uncertainties arising from the inability to verify such information;
- 10.1.3 no amendment may be made to a Proposal unless specifically permitted or requested by SARS;
- 10.1.4 SARS may place certain Bidder(s) on a shortlist and may request presentations from short-listed Bidders;
- 10.1.5 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals; and
- 10.1.6 SARS will evaluate the Proposals with reference to SARS's evaluation criteria detailed in paragraph 10.3 below. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

### 10.2 SARS's Pre-qualification Process

- 10.2.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Proposal for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Bidder complies with the provisions of paragraphs 7.2 and 7.3 and the Bidder's Proposal complies with the provisions of paragraph 9.5 above.
- 10.2.2 Where the Bidder and/or the Bidder's Proposal fails to comply fully with any of the pre-qualification criteria or SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:
  - 10.2.2.1 entirely reject the Proposal in question and not to evaluate it at all;
  - 10.2.2.2 give the Bidder an opportunity to submit and/or supplement the information

and/or documentation provided by the Bidder in its Proposal so as to achieve full compliance with the pre-qualification criteria provided that such information and/or documentation can be submitted within a period of 7 (seven) days, or such alternative period as SARS may determine;

10.2.2.3 request the Bidder to submit and/or supplement the information and/or documentation provided by it under its Proposal so to achieve full compliance with the pre-qualification criteria provided that such request is administrative in nature, as opposed to forming a substantive element of the Bidder's Proposal; and/or

10.2.2.4 in any event permit the Proposal to be evaluated.

### 10.3 SARS's Evaluation Process

10.3.1 SARS's evaluation criteria make provision for the accumulation of points for a Bidder's Proposal based on the extent to which it:

10.3.1.1 provides a technical solution and services that meet SARS's requirements. In this regard the Bidder is directed to examine the requirements set out in the Business Requirements Specification and, in particular, to those requirements which are essential to the Bidder's Proposal being acceptable as a technical solution;

10.3.1.2 enables SARS to contain its risks, which will include a financial analysis of the Bidder's audited or reviewed financial statements;

10.3.1.3 achieves SARS's Broad Based Black Economic Empowerment objectives read with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) Regulations and National Treasury guidelines; and

10.3.1.4 is financially competitive and offers value for money.

10.3.2 SARS's evaluation of Proposals includes functionality as a criterion and hence the evaluation of Proposals will be conducted in a two-stage process after pre-qualification.

10.3.3 In the **first stage**, an evaluation of functionality will be performed. The evaluation of functionality consists of two parts: (1) an evaluation of the functionality aspects of the Bidder's Proposal; and (2) an evaluation of the bulk scanning equipment proposed by the Bidder.

10.3.3.1 Functionality : Part 1 (Functionality of the Bidder's proposal)

The first part of the functionality evaluation of the Bidder's Proposal will be performed and scored in accordance with the functionality criteria listed in the table below out of a possible 100 (one hundred) points.

**Table 6: Functionality evaluation criteria weighting**

Criterion	Description	Weighting	Evaluation values
Track record and experience	Bidder's track record and experience.	20	SARS aims to establish the depth of experience that the Bidder (including its subcontractors) offers to SARS. A Bidder who can show sufficient experience and a track record in all of the component areas of scope, with substantiation, will be eligible to score maximum points for this criterion.
Capacity	Bidder's current supported customer base, skills.	20	SARS aims to establish the Bidder's (including that of its subcontractor(s)) currently established and engaged delivery capacity. A Bidder who can show sufficient established delivery capacity across all of the component areas of scope, with substantiation, will be eligible to score maximum points for this criterion.
Coverage	Coverage to support SARS scanner equipment at the listed SARS sites	20	A Bidder who shows the commitment to provide maintenance and support for all bulk document scanner equipment types at all the SARS sites will be eligible to score maximum points for this criterion.
Accountability	Level of accountability assigned to the account to ensure performance	10	A Bidder who can demonstrate that its proposed account manager and the proposed technical manager have experience in their respective roles, and, in the case of the account manager, that the proposed account manager is sufficiently influential in the Bidder's organisation to serve as an effective escalation point for issues will be eligible for maximum points for this criterion.
Technical capacity	Technical capacity in terms of technical staffing.	20	A Bidder who can demonstrate that it has sufficient experienced technical staff to provide support to SARS will achieve maximum points for this criterion.
Transition, risk and quality	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 plan that comprehensively defines the transition of all the in scope Services at minimal or no risk together with a comprehensive risk and quality management approach within the required 30 days allocated for transition, will achieve maximum points for this criterion.
<b>Total for Functionality</b>		100	

If, during the evaluation of functionality, an aspect of the Bidder's Proposal is found to render the solution unacceptable to SARS, then the Bidder's Proposal will be rejected and not evaluated further.

Only acceptable Proposals that score a number of points for functionality that is greater than or equal to a minimum threshold of 70 (seventy) points will proceed to the second part of the functionality evaluation.

In the event that no Proposals achieve the minimum threshold to proceed to the second part of the functionality evaluation, then SARS, at its sole

discretion, may consider the Proposal scoring the highest number of points for functionality criteria in total and Proposals scoring higher than 90% (ninety percent) of the highest scoring Proposal in total for functionality criteria for selection to the second part of the functionality.

10.3.3.2 Functionality : Part 2 (Functionality of the bulk scanning equipment proposed by the Bidder)

The second part of the functionality evaluation consists of a physical test of the Bidder's proposed bulk scanning equipment. Upon 5 (five) days' notice from SARS, the Bidder will be required to deliver, set up, and configure each item of bulk scanning equipment proposed by the Bidder at SARS's premises in Brooklyn Pretoria.

The Bidder will be required to attend the physical testing of the Bidder's machines in accordance with the schedule as set out in the Equipment Compliance Testing Schedule. The Bidder's bulk document scanner equipment will be evaluated in a live test in terms of the equipment's compliance to the following criteria.

**Table 7: Equipment Compliance Test Criteria**

Bulk document scanner	
Feature	Specification
Image	Colour and Grayscale/Monochrome
Image Quality	At least 600 dpi
Input Document	Simplex and Duplex
	Paper Size from A5 to A3
Multi-feed detection	Single and Multi-Page
Output Formats	TIFF
	JPEG
	BMP
	PDF
	Searchable PDF
Volume	At least 50,000 pages at 600 dpi per 6 hour
Speed	Simplex - at least 110 pages per minute
	Duplex - at least 240 images per minute
Interface Compatibility	EMC InputAccel (Captiva) 6.5 and/latest version
Automatic Document Feeder Capacity	At least 500 pages
Connectivity	Minimum USB 2 connection.
Daily service test	Compliance to required schedule of activities

The Bidder's equipment will be required to comply with all the criteria as set out above. In the event that the Bidder's bulk document scanning equipment does not comply with the criteria, the Bidder's Proposal will not be evaluated in the second stage of the evaluation (Pricing and B-BBEE evaluation).

- 10.3.4 In the second stage of the evaluation, qualifying Proposals will be evaluated in terms of the 90/10 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read together with the Preferential Procurement Policy Framework Regulations and National Treasury guidelines.

**Table 8: 90/10 Evaluation Criteria**

Criterion	Maximum Points
B-BBEE	10
Price	90

#### 10.3.5 SARS B-BBEE Evaluation

Points for the B-BBEE criterion will be allocated in accordance with the Bidder's B-BBEE status level claimed.

**IMPORTANT:** Points for B-BBEE can only be awarded to a Bidder who submits the B-BBEE certificate and **completes, in full**, the *Preference Points Claim Form (SBD 6.1)* preference points claim form.

Failure to complete the *Preference Points Claim Form (SBD 6.1)* in full will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

This RFP is issued in accordance with the ICT Charter, therefore only B-BBEE certificates issued in terms of the ICT sector codes will be evaluated and scored.

The Bidder's attention is drawn to the provisions of paragraph 8.2.3.

**Table 9: Document requirements for B-BBEE points**

Classification	Turn Over	Submission Requirement
Exempted Micro Enterprise (EME)	Below R5 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory Board for Auditors ("IRBA") or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R5 million and R35 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.
Large Entity (LE)	Above R35 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.

#### 10.3.6 Pricing evaluation

Points for the price criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations. The price of the Bidder's Proposal will be calculated over the anticipated Term of the Bulk Document Scanning Solutions Agreement. Additional costs that would be incurred by SARS as a result of dependencies in the Bidder's Proposal may be taken into account during evaluation process.

The electronic version of the Pricing Response Template as completed by the Bidder and submitted with the Bidder's Proposal will be used for the calculation of price. In this regard:

- 10.3.6.1 the Bidder must ensure the completeness and accuracy of the pricing amounts that it provides in the Pricing Response Template.
- 10.3.6.2 the Bidder's authorised signatory must warrant that the electronic copy submitted and the hardcopy contain the same information and must initial every page of the hardcopy response of the pricing template(s).
- 10.3.6.3 the Bidder's Proposal may be regarded as non-responsive if the electronic Pricing Response Template contains omissions.

SARS, in its sole discretion, may regard the Bidder's Proposal as non-responsive if one or more of the required pricing components of the Pricing Response Template provided in the Proposal are: (i) omitted; (ii) not firm; (iii) subject to negotiation; (iv) subject to variation other than by mechanisms contemplated in the proposed Bulk Document Scanning Solutions Agreement; (v) dependant on assumptions not provided by SARS in the RFP; or (vi) not reasonably determinable at the time of evaluation for any other reason.

#### 10.3.7 B-BBEE points aggregation with Price points

The points accumulated for the B-BBEE status criterion added to the points accumulated for the price criterion will make up the points a Bidder's Proposal will score in terms of the 90/10 scoring method. The non-submission or the non-completion of any B-BBEE documents will result in a score of zero for B-BBEE status.

#### 10.3.8 Financial Analysis

A financial statement analysis will be conducted on the qualifying Bidders after the completion of the functionality evaluation. In this regard, Bidders are required to submit complete sets of audited/reviewed annual financial statements for 3 (three) most recent financial periods in the name of the bidding entity. The annual financial statements must contain:

- 10.3.8.1 Statement of Profit and Loss and other Comprehensive Income;
- 10.3.8.2 Statement of Financial Position;
- 10.3.8.3 Statement of Cash Flows; and
- 10.3.8.4 Accompanying Notes.



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

- 10.3.8.5 a letter, signed by a duly authorised representative of the entity, explain that the entity has been trading for less than 3 (three) financial periods;
  - 10.3.8.6 the annual financial statements that is able to provide, taking into account the period it has been trading; and
  - 10.3.8.7 Any other information or documentation which would provide more clarity on the above.
- 10.3.9 If a Bidder is a subsidiary of a holding company and submits the holding company's financial statements for the purpose of the financial statement analysis the holding company is required to furnish a performance guarantee that is signed by a duly authorised representative of the holding company, stating the holding company will undertake to cover any or all risks associated with the Bidder, in the event the Bidder is awarded the RFP.
- 10.3.10 SARS retains the right to request further information with regard to the annual financial statements at a later stage.

#### **10.4 Process Following Evaluation**

- 10.4.1 Following SARS's evaluation of the Proposals, SARS has the rights, *inter alia*, to, in its sole discretion:
- 10.4.1.1 consider the business case for the award of the RFP based on the Proposals received;
  - 10.4.1.2 consider a Bidder's clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
  - 10.4.1.3 short list 1 (one) or more Bidders;
  - 10.4.1.4 conduct a risk assessment of a Bidder's capability to: (i) conduct the transition; (ii) perform the Services in accordance with the specified service levels; and/or (iii) achieve SARS's objective(s) as set out in paragraph 6.2 above; and/or
  - 10.4.1.5 take any other action it deems appropriate.
- 10.4.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event that further information is obtained by SARS (including but not limited to information under sub-paragraphs 10.3.1.1 to 10.3.1.4 above), which in SARS's opinion justifies such revision.
- 10.4.3 Upon completion of its evaluations, SARS may select 1 (one) or more preferred Bidders.
- 10.4.4 SARS will be under no obligation to select the Bidder with the highest number of points. SARS may consider the points accumulated for functionality as an objective criterion for not making an award to the highest ranked Bidder.

- 10.4.5 Upon an award, the successful Bidder will be required to enter into the Bulk Document Scanning Solutions Agreement with SARS in accordance with paragraph 6.6 above. In this regard:
- 10.4.5.1 SARS may require the Bidder to enter into an interim agreement under which the Transition Services would commence;
  - 10.4.5.2 SARS will engage with the Bidder with a view to concluding the Bulk Document Scanning Solutions Agreement;
  - 10.4.5.3 SARS will be entitled to cease the engagement with a Bidder and engage with another 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) agreement may not be concluded with the Bidder expeditiously for any other reason.
- 10.4.6 SARS reserves its rights, in full, to make no award for all or part of the scope if a risk assessment performed in terms of paragraph 10.4.1.4 above discloses unacceptably high risks to SARS.

## 11 GENERAL CONDITIONS OF TENDER

### 11.1 Acceptance of RFP Conditions

The Bidder's participation in the RFP process (including but not limited to, directing questions to SARS as referred to in paragraph 9.2 above or submitting a Proposal) is deemed to constitute an acknowledgement and an acceptance by the Bidder of the terms and conditions contained in this RFP as binding on the Bidder.

### 11.2 Reservation of Rights

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:

- 11.2.1 make no award and/or make an award for Services making up a part of the scope;
- 11.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 11.2.3 change any of its requirements as set out in this RFP by notice on the SARS procurement website;
- 11.2.4 change any condition, procedure or rule of the RFP by notice on the SARS procurement website;
- 11.2.5 supplement any information contained in this RFP by notice on the SARS procurement website;
- 11.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, by notice on the SARS procurement website;
- 11.2.7 amend, vary, or supplement requirements to be delivered pursuant to this RFP as

well as the structure of the RFP process by notice on the SARS procurement website;

- 11.2.8 re-advertise for Proposals;
- 11.2.9 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date and Time by notice on the SARS procurement website;
- 11.2.10 conduct site visits and/or perform audits on any Bidder whenever SARS deems it prudent to do so;
- 11.2.11 undertake further checks on Bidders, which may include information on public record or in the public domain;
- 11.2.12 take into account the Bidder's and/or the Bidder's Subcontractors' service history of the Bidder, should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder or its Subcontractors. SARS reserves the right not to award the Proposal to a Bidder whose track record or the track record of its Subcontractors with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to be heard;
- 11.2.13 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 invited to comment; and/or
- 11.2.14 make the award subject to the successful Bidder entering into the Bulk Document Scanning Solutions Agreement with SARS on such terms and conditions as are acceptable to SARS.

### 11.3 **Validity of Information**

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

The 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 its Proposal.

The Bidder must 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.

### 11.4 **RFP not an Offer**

This RFP does not constitute an offer to do business with SARS, but merely serves 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 a Bulk Document Scanning Solutions Agreement with the Bidder.

**11.5 Preparation Costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Proposal to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, 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 Bidder in the preparation of their Proposal to this RFP.

**11.6 Conflict of Interest**

If at any time the 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 such conflict to SARS's satisfaction.

**11.7 Indemnity**

If a Bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and enforcement 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. The Bidder's attention is drawn to paragraph 11.2 above.

**11.8 Precedence**

The terms and conditions of this RFP Main Document will prevail over any information provided during any briefing session or communication whether oral or written, unless such information is provided in an official communication, as set out in paragraph 5, in writing, and that such communication expressly states that it amends this RFP Main Document.

**11.9 Responsibility for Subcontractors and Bidder's Personnel**

A Bidder is responsible for ensuring that its Subcontractors, personnel (including officers, directors, employees, advisors and other representatives of the Bidder) and personnel of its Subcontractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 11.10 below.

**11.10 Confidentiality**

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

Throughout this RFP process and thereafter, the Bidders must secure SARS's 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.

No confidential information relating to the process of evaluating or adjudicating Proposals or appointment of a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

#### **11.11 Communication with SARS**

The Bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in paragraph 5 above. SARS may, at its sole discretion, disqualify the Bidder if the Bidder communicates or attempts to communicate any information regarding this RFP to any of SARS's employees; officials; or any third parties engaged by SARS involved in the preparation, evaluation or award of the RFP other than through the official contact provided in paragraph 5 above.

#### **11.12 Intellectual Property**

SARS retains ownership of all intellectual property rights in the documents that form part of this RFP. The Bidders will retain the intellectual property rights in their Proposals, but grant SARS the right to make copies of, alter, modify or adapt their Proposals or to do anything which in SARS sole discretion is reasonably necessary to do for reasons relating to the RFP process.

No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Proposal. This RFP and any other documents supplied by SARS remain proprietary to SARS and must be promptly returned to SARS upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

#### **11.13 Limitation of Liability**

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.

#### **11.14 Tax Compliance**

The RFP will not be awarded to a Bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or terminate the Bulk Document Scanning Solutions Agreement concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SARS. SARS further reserves the right to terminate the Bulk Document Scanning Solutions Agreement with a successful Bidder in the event that such Bidder does not remain tax compliant for the full Term of the aforementioned agreement.

**11.15 National Treasury**

The RFP will not be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

SARS reserves the right to withdraw an award, or terminate the Bulk Document Scanning Solutions Agreement concluded with a Bidder should it be established, at any time, that: (i) a Bidder's name (or that of any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury; or (ii) it has been placed on National Treasury's List of Restricted Suppliers; or (iii) if the Bidder has been blacklisted by any other government institution.

**11.16 Governing Law**

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

## 12 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 12 details the instructions to the Bidders for preparing a Proposal in response to RFP 03/2015. These instructions must be followed in detail to enable the information contained in the Bidder's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, SARS reserves the right to reject the entire Proposal or portions of the Proposal depending on the extent of the deviation from the format described in this RFP Main Document. Information that has not been requested must not be submitted in the Bidder's Proposal.

### 12.1 Proposal Format

- 12.1.1 The Bidder's Proposal contents are detailed in paragraph 12.2 below.
- 12.1.2 The Bidder's Proposal will consist of a number of Files, where a File consists of an original hardcopy file and a CD/DVD. The CD/DVD must be the electronic copy of the original hardcopy file. Where reference is made to a "hardcopy file" this means an A4 ring bound file. Where reference is made to a "CD/DVD" this means either a CD/DVD or a Digital Versatile Disc (DVD) and does not include a memory stick.
- 12.1.3 The Bidder's hardcopies must be printed single-sided.
- 12.1.4 A File must be wrapped and sealed in brown paper and must be labelled with the same text as the hardcopy file and CD.

### 12.2 Organisation and Contents of a Proposal

#### 12.2.1 Non-Pricing File

The Bidder must submit a Non-Pricing File which contains all elements of the Bidder's Proposal except the Pricing components. This file must contain the following sections, each divided by a file divider in the hardcopy file and each section must be placed in separate directories on the CD/DVD electronic copy.

Table 10: Non-Pricing file organisation and contents

Non-Pricing File		
Label (on both file cover and CD/DVD)		RFP 03/2015 <Bidder Name> Non-Pricing File
No.	File divider / Directory name	Content required
1	Covering Letter	A letter from the Bidder confirming the submission of the Proposal which is signed by an authorised signatory of the Bidder.  No template is provided – this is to be submitted in free format and must be submitted on the Bidder's letterhead.  PDF format in electronic copy.
2	Confidentiality and Secrecy Undertaking	Signed <u>Confidentiality and secrecy Undertaking</u> .  The original signed document must be included in the hardcopy file.  In the electronic copy the original signed document must be scanned and submitted in PDF format.
3	SARS Oath / Affirmation of secrecy	<u>SARS Oath / Affirmation of Secrecy</u> signed by every member of the Bidder's bid team and attested to by a Commissioner of Oaths.  The original signed documents must be included in the hardcopy file.  In the electronic copy the original signed documents must be scanned and submitted in PDF format.
4	Board Resolution	Signed Board resolution authorising the Bidder's signatory.  In the electronic copy the original signed document must be scanned and submitted in PDF format.
5	SBD1	Completed Standard Bidding Document.  <u>Invitation to Bid (SBD1)</u>  The original signed documents must be included in the hardcopy file.  In the electronic copy the original signed document must be scanned and submitted in PDF format.



6	SBD2	<p>Completed Standard Bidding Document.</p> <p><u><i>Tax Clearance (SBD 2)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
7	SBD4	<p>Completed Standard Bidding Document.</p> <p><u><i>Declaration of Interest (SBD 4)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
8	SBD6.1	<p>Completed Standard Bidding Document.</p> <p><u><i>Preference Points Claim Form (SBD 6.1)</i></u></p> <p>The original <b>fully completed</b> and <b>signed</b> documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
9	SBD8	<p>Completed Standard Bidding Document.</p> <p><u><i>Declaration of Past SCM Practices (SBD 8)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
10	SBD9	<p>Completed Standard Bidding Document.</p> <p><u><i>Certificate of Independent Bid Determination (SBD 9)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>

11	Supplier Cost and Risk Assessment Questionnaire	<p>Completed Standard Bidding Document.</p> <p><u>Supplier Cost and Risk Assessment Questionnaire</u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
12	TCC	<p>Bidder's Tax Clearance Certificate valid at the Closing Date and Time.</p> <p>In the hardcopy file the original document must be included.</p> <p>In the electronic copy the original hardcopy must be scanned and submitted in PDF format.</p>
13	Pre-qualification response template.	<p>A completed template for</p> <p><u>Pre-qualification Response Template</u></p> <p>A printout of the completed template(s) must be included in the hardcopy file.</p> <p>The completed template(s) must be submitted in Microsoft Word format in the electronic copy.</p>
14	Annual Financial Statements	<p>The Bidder's last 3 (three) years audited/reviewed annual financial statements.</p> <p>In the electronic copy the original audited/reviewed annual financial statements must be scanned and submitted in PDF format.</p>
15	Checklist	<p>Completed template:</p> <p><u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the hardcopy file.</p> <p>A scanned copy of the signed checklist must be submitted in PDF format.</p>
16	Technical Response Template	<p>Completed template:</p> <p><u>Technical Response Template</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>

17	Agreement Response Template	<p>Completed template:</p> <p><u>Agreement Response Template</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>
18	Subcontractor Tax Clearance Certificates	<p>For every Subcontractor named by the Bidder in the <u>Preference Points Claim Form (SBD 6.1)</u> in item 8 above, the Bidder must attach a current Tax Clearance certificate.</p> <p>The Tax Clearance certificates must be scanned and submitted as PDF documents on the CD/DVD.</p>

#### 12.2.2 Pricing/B-BBEE File

The Bidder must submit a Pricing/B-BBEE File. This file contains one section to be placed in a file divider in the hardcopy file and in a directory on the electronic copy CD/DVD with the label set out hereunder.

**Table 11: Pricing/B-BBEE file organisation and contents**

Pricing/B-BBEE File		
<p><b>Label</b> (on both file cover and CD/DVD)</p>		<p><b>RFP 03/2015</b></p> <p><b>&lt;Bidder Name&gt;</b></p> <p><b>Pricing/B-BBEE File</b></p>
No.	File divider / Directory name	Content required
1	Pricing template	<p>Completed template:</p> <p><u>Pricing Response Template</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Excel format in the electronic copy.</p>
2	B-BBEE Certificate	<p>The Bidder's B-BBEE certificate, valid as at the Closing Date and Time.</p> <p>For the electronic copy, the original hardcopy must be scanned and submitted in PDF format.</p>
3	Subcontractor B-BBEE Certificates	<p>For every Subcontractor named by the Bidder in the <u>Preference Points Claim Form (SBD 6.1)</u> in Table 10: Non-Pricing file organisation and contents, item 8 above, the Bidder must attach a B-BBEE</p>

		<p>certificate or auditor's report in the hardcopy file.</p> <p>The B-BBEE certificates must be scanned and submitted as PDF documents on the CD/DVD.</p>
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The Bidder must, therefore, submit 2 (two) sealed packages wrapped in brown paper:

- (i) a package containing the hardcopy file of the Non-Pricing File and the CD/DVD of the Non-Pricing File labelled:

**RFP 03/2015**

**<Bidder Name>**

**Non-Pricing File**

- (ii) a package containing the hardcopy file Pricing/B-BBEE File and the CD/DVD of the Pricing/B-BBEE File labelled:

**RFP 03/2015**

**<Bidder Name>**

**Pricing/B-BBEE File**

### 12.3 Template Specific Instructions

#### 12.3.1 Pre-qualification Template

The Bidder must complete and submit the Pre-qualification Response Template

The completed template(s) must be included in Non-Pricing File.

#### 12.3.2 Pricing Response Template

The Bidder must provide a response to the Pricing Response Template.

The detailed instructions for preparing a response to the Pricing Response Template are embedded in the Excel template.

Bidders must submit an electronic copy as well as a hardcopy of the Pricing Response Template. A submission that is not accompanied by an electronic copy will not be considered.

The completed template must be included in the Pricing/B-BBEE File.

#### 12.3.3 Technical Response Template

The Bidder must complete and submit Technical Response Template.

The Bidder must provide responses to all questions, requests for information or detail, or other requests posed to the Bidder in the technical response template

document(s). Where a response is requested in the template and no response is supplied by the Bidder it will result in a zero being scored by the Bidder for that section.

The completed template must be included in the Non-Pricing File.

12.3.4 Agreement Response Template.

The Bidder must read and agree to sign the Bulk Document Scanning Solutions Agreement. The Bidder must complete and sign the Agreement Response Template indicating the Bidder's confirmation that it will sign Bulk Document Scanning Solutions Agreement.

The Bidder's pricing must include all actions, obligations and duties specified in the Bulk Document Scanning Solutions Agreement.

The completed template must be included in the Non-Pricing File.

12.3.5 Proposal Checklist

The Bidder must complete, and a duly authorised representative must sign, the checklist Proposal Checklist.

The completed template must be included in the Non-Pricing File