

REFERENCE: RFP 10/2022
REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF
EVENT MANAGEMENT SERVICES FOR SARS' 25th ANNIVERSARY**

DATE ISSUED: 15 JULY 2022

CLOSING DATE: 03 AUGUST 2022 at 11H00

TENDER BOX:

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1. INTRODUCTION

The South African Revenue Service (SARS) is uniquely placed to contribute to government's plan of action to address socio-economic growth and development, poverty alleviation and job creation. Through the vital role of providing the revenue to fund the full spectrum of initiatives, plans, programmes and strategies of national and provincial government departments, SARS plays a crucial enabling role in government delivery.

2. OVERVIEW OF SARS

Our Mandate

The SARS Act, 1997, enables SARS to:

- Collect all revenue due;
- Ensure optimal compliance with Tax and Customs legislation; and
- Provide a Customs service that optimises revenue collection, protect our borders and facilitate legitimate trade.

The primary legislation that SARS administers includes:

- Income Tax Act, 1962;
- Customs and Excise Act, 1964;
- Value-Added Tax Act, 1991;
- Tax Administration Act, 2011; and
- Employment Tax Incentive Act, 2013.

SARS Higher Purpose

Our work enables Government to build a capable State, to foster sustainable economic growth and social development that serves the wellbeing of all South Africans.

Our Strategic Intent

Our mandate is to collect all revenue due; ensure optimal compliance with tax and customs legislation; provide a customs service to optimise revenue, border protection and facilitate legitimate trade. To give effect to our mandate, our Strategic Intent is to develop a Tax & Customs system based on Voluntary Compliance.

Our Vision

It is our Vision to build a smart modern SARS with unquestionable integrity that is trusted and admired.

Our Strategic Objectives

In support of our Strategic Intent and to give effect to our compliance philosophy, we have identified and committed to achieving nine (9) Strategic Objectives to guide and inform our efforts and decisions and focus our resources over the course of this planning cycle. Our nine (9) Strategic Objectives are as follows:

- Provide clarity and certainty for taxpayers and traders of their obligations;
- Make it easy for taxpayers and traders to comply with their obligations;
- Detect taxpayers and traders who do not comply, and make non-compliance hard and costly;
- Develop a high performing, diverse, agile, engaged and evolved workforce;
- Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, derive insight and improve outcomes;
- Modernise our systems to provide digital and streamlined online services;
- Demonstrate effective resource stewardship to ensure efficiency and effectiveness in delivering quality outcomes and performance excellence;
- Work with and through stakeholders to improve the tax ecosystem; and
- Build public trust and confidence in the tax administration system.

Our Values

Endeared by a sense that we serve a Higher Purpose in the service of South Africans, and committed to the fulfilment of our Mission & Mandate, we hold the following values dear:

- Uncompromising regard for Taxpayer Confidentiality.
- Unquestionable Integrity, Professionalism and Fairness.
- Exemplary Public Service; and
- Incontestable insights from Data & Evidence.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from the events management companies, herewith referred to as Bidder(s) with a minimum B-BBEE status level 3 (i.e. level 1, 2 and 3 only) for RFP 10/2022 (Appointment of a service provider for the provision of event management services

for SARS' 25th Anniversary).

The RFP incorporates, as far as possible, the tasks and responsibilities of the potential service provider required for the provision of event management services for SARS' 25th Anniversary.

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.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 TAX LEGISLATION

When submitting a bid to SARS, Service Provider(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

4.2 PROCUREMENT LEGISLATION

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

4.3 TECHNICAL LEGISLATION AND/OR STANDARDS

Service Provider(s) should be cognisant of all legislation and/or standards specifically applicable to the services.

5. BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated. Interested parties will find the details / link of the meeting on the SARS website three (3) days prior to the briefing session date, as indicated in Table 7A below.

6. DURATION OF CONTRACT

The successful Bidder will be expected to commence work from date of appointment (\pm September 2022) until the last item has been delivered, as per the delivery dates on the detailed scope (\pm October 2022). It should be noted that the event is a **delivery-based project**.

7. TIMELINE OF THE BID PROCESS

The validity period of the tender and the withdrawal of offers, after the Closing Date and time, is one hundred and eighty (180) days.

The project timeframes of this Bid are set out below:

Activity	Date Due
Advertisement of Bid on the: - SARS Website; - e-Sourcing; and - National Treasury Tender Portal.	15 July 2022
Distribution of Bid documents on SARS website	15 July 2022
Non-Compulsory Virtual Briefing Session	21 July 2022 at 11H00
Last date for questions relating to the bid from Service Provider(s)	27 July 2022
Bid Closing Date	03 August 2022 at 11H00
Notice to Service Provider(s)*	September 2022
Contract commencement date*	September 2022

All the times given in this bid are South African Standard Time.

Any time or date in this bid is subject to change at SARS' discretion. A reference to a time or date in this bid 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 that specific date or at that specific time. The Bidder accepts that, if SARS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this Bid will otherwise apply equally to the extended deadline.

8. CONTACT

A nominated official of the Bidder(s) can make enquiries only in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email TenderOffice@sars.gov.za and copy rft-professionalservices@sars.gov.za. Bidders must make all enquiries in writing and send them to the email addresses listed above.

9. BACKGROUND

The South African Revenue Service (SARS) is turning 25 years this year after its promulgation through the SARS Act 34 of 1997. The legislation merged the revenue administrations of the former Republics of Transkei, Bophuthatswana, Venda and Ciskei, as well as the self-governing territories and Customs.

Since its establishment, SARS has grown rapidly over the years from collecting R68 billion when it started to well over R18 Trillion by 2021. This has been the success story of our nascent democracy that has and continues to address developmental challenges facing our country. Through revenue collection, building of roads, schools and clinics have taken place as well as the social grant system that has made a difference to the well-being of millions of South Africans.

On its 25th Anniversary, SARS cannot but be celebrated for the sterling performance in underpinning and supporting our democracy. SARS is turning a quarter of a century on 1 October 2022. This enduring institution is the pride of the nation and it has continued to strengthen and support our country's democracy. It is the women and men of SARS driven by the Higher Purpose of enabling Government to build a capable democratic state that fosters sustainable economic growth and social development in the interest and well-being of all South Africans that deserves celebration.

10. SARS' 25th ANNIVERSARY

10.1. EVENTS

SARS wishes to host celebratory events at national (one main event) and regional level i.e. one event per region. The SARS regions are as follows: Gauteng North, Gauteng South, Free State, Northern Cape, Limpopo, North West, Eastern Cape, Mpumalanga, KwaZulu –Natal and Western Cape.

10.2. **SARS THEME**

Yesterday builds our future – 25 years of progress.

10.3. **MAIN EVENT**

These are the requirements for the main event:

10.4. **VENUE**

Venue is being secured by SARS for the main event and it will be handed over to the successful bidder for further liaison. The main event will be in Gauteng Province at the Constitutional Hill on the 14 October 2022, at 8h00 am.

10.5. **SEATING ARRANGEMENTS**

The preferred seating style is banquet style.

10.6. **TARGET MARKET**

The SARS Leadership, President of South Africa, Finance Minister, ex-SARS employees and selected SARS employees.

10.7. **NUMBER OF PEOPLE AND SEATING STYLE**

The national event is a hybrid type and will be attended by approximately one hundred (100) people at the venue and others will be connected live online.

Security is of the utmost importance at all the events; thus, the successful Bidder will be expected to work with SARS' security, IT and other official law enforcement agencies in preparation for the event.

10.8. **PERSONALITY / TONE OF THE EVENTS**

The proposal must be aligned with the choice of theme against brand personality and current environment. Less glamour without compromising the quality of the event.

11. **TECHNICAL REQUIREMENT FROM THE BIDDER(S)**

11.1. **THE BRIEF**

The successful Bidder will be required to provide an event concept proposal and cost estimate for the SARS 25th Anniversary celebration event for both National and Regional events.

11.1.1. VISUAL CONCEPT

- 11.1.1.1. Developing and producing a visual concept based on the SARS theme.

11.1.2. VENUE SET-UP AND PRODUCTION

- 11.1.2.1. Provide a full mock-up of the event, including the stage, table décor setting and food tasting to give a full impact of the ambience of the day, as per agreed project plan. The food tasting needs to be coordinated with the venue supplier.
- 11.1.2.2. Cater meals and beverages for all crew and the SARS support team as from set-up day one until the event.
- 11.1.2.3. Ensure that the welcome area is clearly defined (where welcome beverages will be served) which must be equipped with an announcement mechanism.
- 11.1.2.4. Events production includes the décor, design elements and production equipment, and related items.
- 11.1.2.5. Table décor to include two (2) water decanters per table.
- 11.1.2.6. The entertainment production requirements such as equipment, costumes, hair, make-up and other performer's related items should be catered for.
- 11.1.2.7. The venue set-up should be completed on time to accommodate a dry run and rehearsal the day before the event.
- 11.1.2.8. Dismantle the set-up at the venue immediately after the event.
- 11.1.2.9. The production set-up should be able to carry through the visual concept and take into consideration the personality and tone of the event.
- 11.1.2.10. There is a history booklet which is currently being produced and it will be ready at the time of the event. It is required that the events management company provide proposals on how the books will be displayed during the event as they will form part of the celebration package.
- 11.1.2.11. Provision of furniture for the VIP holding room and welcome drinks area.

11.1.3. ENTERTAINMENT

Due to the nature of this historic event, the successful Bidder will be expected to come up with a creative concept of two entertainment sets which will take into consideration the narration of SARS' evolution to date, e.g. Industrial theatre play and a fun piece, however, we are open to different ideas.

11.1.4. EVENT COLLATERAL

All related collateral items that go with the event should be designed and printed by the successful Bidder. This would include the design of invites, reminders, registration plinths, backdrop for photos and more.

11.1.5. VIDEOGRAPHY

- 11.1.5.1. Open audio-visual to be produced taking the event theme into consideration;
- 11.1.5.2. Develop and produce raw footage of the whole event;
- 11.1.5.3. Produce and develop a 30-minute edited video of the event's highlights;
- 11.1.5.4. Include editing of content, script writing for the event, pre-production, production, and post-production; and
- 11.1.5.5. Provide services of a voice-over artist to record voiceovers for the event.

11.1.6. PHOTOGRAPHY BRIEF

The successful Bidder will have to engage the services of photographers who will provide all photography services for actual and post event. Photographers must have their own equipment. Given the high level of the event, it is advisable to have more than one photographer at the event.

The photography brief specification includes but is not limited to:

11.1.6.1. Event Photography

The SARS' 25th anniversary will be taking place on **14 October 2022** and event photos are required. The entire function is divided into the following elements:

- 11.1.6.1.1. Develop and produce social pictures of the delegates in the main reception area before the event, inside the main venue and during the function.
- 11.1.6.1.2. Red carpet or "walk of fame" photography with a themed backdrop in the same area as registration.
- 11.1.6.1.3. Venue shots of décor before the event.
- 11.1.6.1.4. Red carpet photos of guests on arrival.
- 11.1.6.1.5. Speakers at the podium.
- 11.1.6.1.6. Social pictures at all interactions, including social excursions.
- 11.1.6.1.7. Entertainment on stage.
- 11.1.6.1.8. Photos must be supplied to SARS on disks as both jpegs and tiffs.

11.1.6.2. Post-event Frames and Album

The post event deliverables include, but are not limited to:

- 11.1.6.2.1. Produce two (2) photo frames within 2 weeks of the event.
 - The sizes of the frames are approximately 159 cm by 90 cm and include approximately 30 photos each selected by SARS;
- 11.1.6.2.2. An album of chosen event photos is required to be approximately 30 x 30 and a 20

pager. In addition:

- The album should have a good leather cover and be able to contain 400 photos inside.
- The event's creative look and feel needs to be incorporated into the album; and

11.1.6.2.3. All photos will need to be approved by SARS, before the album and frames are complete and ready.

Bidders must provide the portfolios of the photographer and videographer. The photo cover must be clearly marked for event photograph and post event.

11.1.7. TECHNOLOGY

11.1.7.1. Hosting of events and a live streaming.

11.1.7.2. The Bidder must have an infrastructure to render the services for a live streaming of the event e.g. You Tube and Zoom, etc.

11.1.8. PROJECT PLAN

The Bidder must provide a high-level project plan with the proposal, which includes but is not limited to activities / deliverables, milestones, timelines, resources and a detailed budget. Event material must be delivered by the successful Bidder, as per the agreed project plan.

11.1.9. REPORTING

11.1.9.1. The successful Bidder will be required to provide a detailed closing report with all creatives, at the conclusion of the project but no later than the end of October 2022; and

11.1.9.2. The successful Bidder will report to the Senior Manager: Communications on their deliverables.

11.1.10. REGIONAL EVENTS

The successful Bidder will be expected to submit a concept and action plan of how the regional events will be rolled out across nine (9) SARS regions (Gauteng North, Gauteng South, Free State, Northern Cape Limpopo, North West, Eastern Cape, Mpumalanga, KwaZulu-Natal and Western Cape).

11.1.11. MANAGEMENT AND REPORTING

The successful Bidder shall be responsible for the management of all the parts and sub parts of the event. The successful Bidder will monitor and inform SARS on all the proceedings and updates on the events, as and when required by the SARS events management team.

11.1.12. REFERENCE

Provide a list of three (3) traceable and contactable references where a similar event was arranged for 100 delegates during the past 10 years. Reference with pictures and/ or DVD for the various projects must be attached.

11.1.13. PRESENTATION

Bidders must refer to **Annexure A**, which details the criteria that will be used for the evaluation of the Bidders' event concept proposals for the provision of events management services to SARS for its 25th anniversary. Bidders must note that the successful Bidder will be expected to demonstrate their capability to be flexible in execution of ideas and be able to work closely with the SARS team responsible for the project.

12. PRICING

Bidders must refer to **Annexure B**, which details the pricing schedule that must be completed. Bidders are required to consider the following prior to the completion of the pricing schedule:

- 12.1. The detailed cost estimate must be presented per activity and not a brief summary.
- 12.2. The event venue has already been secured by SARS, thus activities and costs for that exercise are to be excluded from the Bidder's proposal.
- 12.3. The regional events will be executed internally, and the costing should not include its execution and a series of regional events are to be implemented as a build-up prior to the main event.
- 12.4. Bidders must factor in their pricing for all travel, as well as event and post production, and other miscellaneous costs associated with the photography brief; and
- 12.5. The Bidder's pricing must be all cost inclusive. No cost escalations will be considered once the successful Bidder has been appointed.

13. INSTRUCTIONS TO SERVICE PROVIDER (S)

13.1. Registration on Central Supplier Database

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD, however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are expected to abide by the following provisions. CSD can be accessed via the following link: <https://secure.csd.gov.za/>

Service Provider(s) who wish to render services to SARS will no longer register at SARS directly. Service

Providers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury will maintain the database for all suppliers for Government and its institutions; and all existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

13.2. Registration on e-Sourcing

Bidders are required to register on the SARS e-Sourcing portal, go to the SARS website to access the link and register on <https://www.sars.gov.za/procurement/esourcing/>.

13.3. Bids must be properly packaged and deposited in the below mentioned tender box on or before Closing Date and time at the SARS Tender Office situated at:

Lehae La SARS
Pretoria Head Office
299 Bronkhorst Street
Nieuw Muckleneuk
Pretoria
0181

13.4. Bid documents may also be posted to the Tender Office - SARS Procurement Department, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria, 0181.

13.5. Bid documents will only be considered if received by SARS before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS, and Bid documents must also be uploaded on the SARS e-Sourcing portal, go to the SARS website to access the link and register on <https://www.sars.gov.za/procurement/esourcing/>. Bidders are required to deposit their properly packaged bids in the SARS tender box mentioned above and not to rely only on e-Sourcing.

13.6. Late bids will not be accepted and shall be returned to Service Provider(s).

13.7. The Service Provider(s) are required to submit one (1) copy of each file (original and duplicate) and one (1) USB with the contents of each file by the Closing Date and Time.

13.8. Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Pricing information should not be included in the Technical File. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents) • Central Registration Report (Central Database System) from National Treasury 	Exhibit 2 <ul style="list-style-type: none"> • Service Provider Compliance Checklist for the Technical Evaluation • Response to Technical Requirements, as per paragraph 10 of this RFP document. • Supporting documents for the technical responses, as per paragraph 10 of this RFP document.
Exhibit 3 <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Services Agreement 	
FILE 2 (PRICE, BEE & FINANCIAL STATEMENTS)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate • Preference Points Claim Form 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule – Annexure B
Exhibit 3 Three (3) years audited / reviewed financial statements	
Note: SARS requests that Bidders use Lever Arch files to package their proposals.	

14. EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that Bidder(s) must meet in order to be evaluated and selected as a successful Bidder. The minimum standards consist of the following Gates:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all Standard Bidding Documents as outlined in paragraph 14.1 below.
- **Pre-technical (Mandatory) Criteria (Gate 1)** – The successful bidder must meet the mandatory requirements as outlined in paragraph 14.2.
- **Technical Evaluation Criteria (Gate 2)** – Bidder(s) will be evaluated out of hundred (100) points during Technical Evaluations and the minimum threshold of seventy percent (70%) must be achieved in order to proceed to Gate 3. The process is outlined in paragraph 14.3 below.

- **Price and B-BBEE Evaluation (Gate 3)** – Price will be evaluated out of eighty (80) points and B-BBEE out of twenty (20) points. The process is outlined in paragraph 14.4 below.

14.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this Bid, a Bidder must submit the documents listed in **Table 14A** below. These documents must be completed and signed by the duly authorised representative of the prospective Bidder. The Bidder's proposal may be disqualified for non-submission of any of the documents.

Table 14A: Documents that must be submitted for Pre-Qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Central Registration Report (Central Database System) from National Treasury	YES – Service Providers must register on Central Database System and submit the report as confirmation of registration.
Invitation to Bid – SBD1	YES – Complete and sign the supplied pro forma document.
Bidder's Disclosure - SBD 4	YES – Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO – Non-submission will lead to a zero score on B-BBEE.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
Supplier Risk Questionnaire	YES – Complete and sign the supplied pro forma document.
A complete set of audited / reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity.	YES – Please submit. <ul style="list-style-type: none"> • Entities which are trading for less than three (3) financial periods should provide: <ul style="list-style-type: none"> ○ A letter detailing that fact, signed by a duly authorised representative of the entity; and ○ Any other information or documentation which would provide more clarity on the financial history of the Bidder.

14.2. MANDATORY REQUIREMENT - PRE-TECHNICAL (GATE 1)

Only bidders that have met the pre-qualification requirements (Gate 0) will be evaluated for Mandatory Requirement (Gate 1). Below is the mandatory requirement for this tender. **Non-compliance with the below requirement will result in immediate disqualification of the Bidder's submission from the tender process.**

Table 14B: Mandatory Requirement

Mandatory Requirement	Non-submission WILL result in disqualification
Minimum B-BBEE status level 3 (i.e. level 1,2 and 3 only)	YES – Submit a valid B-BBEE status level verification certificate or sworn affidavit (whichever is applicable according to SBD 6.1) with minimum B-BBEE status level 3 (i.e. level 1, 2 and 3).

*SARS will verify the validity of the above information with the respective accreditation bodies.

The Bidders must meet the mandatory requirements as stated in paragraph 14.2 to proceed to Gate 2.

14.3. TECHNICAL EVALUATION (GATE 2)

Only Bidder(s) that have met the Mandatory Criteria in Gate 1 will be evaluated in Gate 2, Functionality (Technical) Evaluation will be out of 100 points.

Only Bidders that have obtained a minimum threshold of 70 out of 100 points will proceed to Gate 3: Price and B-BBEE evaluations.

Bidders should refer to **Annexure A2** for the detailed technical evaluation criteria.

14.4. PRICE AND B-BBEE EVALUATION (GATE 2) (80 + 20) = 100 POINTS

14.4.1. Stage 1 – Price Evaluation (80 points)

Table 14C: Price evaluation formula

Adjudication Criteria	Points
Price Evaluation	80

Adjudication Criteria	Points
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	

Where

- P_s = Points scored for price of Bid under consideration
 P_t = Price of Bid under consideration
 P_{\min} = Price of lowest acceptable Bid

14.4.2. Stage 2 – B-BBEE Evaluation (20 points)

Bid Evaluation Process Gate 2: B-BBEE EVALUATION

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate.

Table 14D: B-BBEE points allocation and required documents

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate.	20

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in scoring zero for B-BBEE.

Table 14E: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit (Preferably a Department of Trade and Industry [DTI] Affidavit) or a Certificate from the Companies and Intellectual

		Property Commission (CIPC) or a B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency, or a sworn affidavit (Preferably a DTI Affidavit). This is only applicable to QSEs with 51% Black Ownership and above.
Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.

Failure on the part of a Bidder to submit a B-BBEE Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Certificate from the Companies and Intellectual Property Commission (CIPC) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Use and acceptance of Affidavits

Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths.

Bidders will need to provide information which proves Black Ownership and turnover, in addition to the sworn affidavit, or request that their EME/QSE suppliers be verified and have this confirmed in the affidavit.

Joint Ventures and Consortiums

A trust, consortium or joint venture (including unincorporated consortia and joint ventures), will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level Verification Certificate scorecard and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

a. Joint Ventures (JVs) and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

b. Subcontracting

Bidders who want to claim preference points will have to comply fully with regulations 12(1) and (3) of the Preferential Procurement Regulations, 2017 with regard to subcontracting:

Regulation 12(1)

A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

Regulation 12(3)

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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Proof of Existence: Joint Ventures and/or Sub-Contracting

Bidders must submit concrete proof of the existence of joint ventures arrangements. SARS will accept signed agreements as acceptable proof of the existence of a joint venture arrangement.

The above-mentioned joint venture agreement must clearly set out the roles and responsibilities of the Lead Partner and the joint venture party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture arrangement.

15. FINANCIAL STATEMENTS

Bidders are required to submit complete sets of audited or reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity. The financial statement analysis will be conducted on the shortlisted Bidders.

- The annual financial statements must contain:
 - Statement of Financial Performance.
 - Statement of Financial Position;
 - Cash Flow Statement; and

- Notes to the Financial Statements.
- Entities which are trading for less than three (3) financial periods should provide:
 - A letter detailing that fact, signed by a duly authorised representative of the entity; and
 - Any other information or documentation which would provide more clarity on the financial history of the Bidder.
- In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a Performance Guarantee that is signed by a duly authorised representative of the entity.
- In the event of the bid being in the form of a JV, the following is required:
 - Annual financial statements of the JV; and
 - A JV legal agreement detailing the percentage ownership of each entity.

Note: SARS reserves the right to request further information with regards to the annual financial statements of a Bidder at a later stage.

16. AGREEMENTS

16.1. GENERAL CONDITIONS OF CONTRACT

Any award made to a Bidder under this bid is conditional, amongst others, upon:

- 16.1.1. such Bidder, as a minimum, accepting the terms and conditions set out in the General Conditions of Contract (GCC), as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the successful Bidder; and
- 16.1.2. such Bidder submitting the GCC to SARS together with its bid, duly signed by an authorised representative of the Bidder.

Note: Pending the conclusion and signing of the Services Agreement, the successful Bidder will be bound by the terms and conditions of the GCC.

16.2. SERVICES AGREEMENT

- 16.2.1. Upon award, SARS and the successful Bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by SARS,

more or less in the format of the draft Services Agreement included in this tender pack.

16.2.2. SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during negotiations with the successful Bidder by amending or adding thereto (including for purposes of better giving effect to the objectives in paragraph 2 above).

16.2.3. Bidders are requested to:

Comment on the terms and conditions set out in the draft Services Agreement and where deemed necessary, make proposals to the terms and conditions;

16.2.3.1. Each comment and/or amendment must be explained; and

16.2.3.2. All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

16.2.4. 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.

16.2.5. Bidders are **not** required to sign the draft Services Agreement when submitting the Bidder's proposal.

16.3. **OATH / DECLARATION / AFFIRMATION OF SECRECY**

SARS has a Policy in terms of which the successful Bidder 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 (available on the SARS website on the "Published Tenders" page). The award will therefore be made subject to the condition that the successful Bidder, along with the personnel referred to above, take the necessary oath / declaration / affirmation of secrecy.

16.4. **INSURANCE**

The successful Bidder will be required, on or before the effective date of the Services Agreement and for the duration thereof, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS.

16.5. **LIABILITY**

16.5.1. The successful Bidder shall be liable to SARS, where SARS has suffered any direct damages and/or Losses as a result of the Service Provider's failure to observe its obligations in terms of the Services Agreement.

- 16.5.2. The successful Bidder shall further be liable to SARS for all indirect and consequential or special damages and/or Losses suffered by SARS as a result of gross negligence, wilful misconduct or breach by the successful Bidder or its Personnel of confidentiality provisions in the Services Agreement, breach of Applicable Law, infringement of third party intellectual property rights or a criminal act committed by the successful Bidder or any Personnel of the successful Bidder.

16. SPECIAL CONDITIONS OF THIS BID

16.1. SARS reserves the right:

- 16.1.1. Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 16.1.2. To negotiate with one or more Preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s);
- 16.1.3. To accept part of a Bid rather than the whole Bid;
- 16.1.4. To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after Bids have been evaluated and/or after the Preferred Bidder(s) have been notified of their status as such;
- 16.1.5. To correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process; and/or
- 16.1.6. To disqualify a Bidder whose bid contains a misrepresentation, which is materially incorrect or misleading.

16.2. SARS requires Bidder(s) to declare

In the Bidder's Technical response, Bidder(s) are required to declare the following:

Confirm that the Bidder(s) is to:

- 16.2.1. Act honestly, fairly, and with due skill, care, and diligence, in the interests of SARS;
- 16.2.2. Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of professional activities;
- 16.2.3. Act with circumspection and treat SARS fairly in a situation of conflicting interests;

- 16.2.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 16.2.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 16.2.6. Avoid fraudulent and misleading advertising, canvassing, and marketing;
- 16.2.7. Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 16.2.8. Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

16.3. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SARS reserves its right to 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 a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

- 16.3.1. 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 Bid;
- 16.3.2. 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;
- 16.3.3. 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;
- 16.3.4. 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;
- 16.3.5. 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;
- 16.3.6. 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.;

16.3.7. Has in the past engaged in any matter referred to above; or

16.3.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

16.4. BIDDER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS

This document contains the terms and conditions of this bid and Bidders must not qualify the specifications or come up with their own terms and conditions. SARS reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

16.5. MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT

The Bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SARS relies upon the Bidder's Tender as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the Services Agreement between SARS and the Bidder for the provision of the Service in question.

16.6. PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this Bid and all other costs incurred by it throughout the Bid process. Furthermore, no statement in this Bid 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 Bid.

16.7. INDEMNITY

If a Bidder breaches the conditions of this Bid 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 Bid process and/or 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.

16.8. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

16.9. LIMITATION OF LIABILITY

A Bidder participates in this Bid process entirely at its own risk and cost. SARS shall 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 Bid process.

16.10. TAX COMPLIANCE

No tender shall be awarded to a Bidder whose tax affairs are not in order. SARS reserves the right to withdraw an award made, or cancel a contract 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. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

16.11. NATIONAL TREASURY

No tender shall 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 cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

16.12. GOVERNING LAW

South African law governs this Bid and the Bid 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 Bid, the Bid itself and all processes associated with the Bid.

16.13. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 14.4.2 above. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors 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 or caused by such sub-contractors.

16.14. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this Bid or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS' examination and evaluation of a Tender.

Throughout this Bid process and thereafter, 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 Bid relates; or (ii) the process which follows this Bid. Failure to adhere to this requirement may result in disqualification from the Bid process and civil action.

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

16.15. INTELLECTUAL PROPERTY

SARS retains ownership of all Intellectual Property rights in the tender information documents that form part of this RFP. Bidders will retain the Intellectual Property rights in their tender responses, but grant SARS the right to make copies of, alter, modify, or adapt their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

16.16. SARS PROPRIETARY INFORMATION

A Bidder must make a declaration on their Bid covering letter that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

16.17. SCREENING AND VETTING OF SERVICE PROVIDER

Acceptance of this tender is subject to the condition that both the successful Bidder and its personnel providing the service must be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of SARS and areas designated as National Key points that they may have. Obtaining a positive recommendation 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.

17. **ANNEXURE A – TECHNICAL EVALUATION CRITERIA**
18. **ANNEXURE B – PRICING SCHEDULE**

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