

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

REFERENCE: RFP 11/2022

**THE APPOINTMENT OF A SERVICE PROVIDER
FOR THE PROVISION OF DRUG TEST KITS FOR
THE PERIOD OF FIVE (5) YEARS**

MAIN RFP DOCUMENT

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

- 1.1 The purpose of this Request for Proposal (RFP) is for the South African Revenue Service (SARS) to invite suitably qualified service providers (bidders) to submit proposals (tenders) in accordance with the rules set out in this RFP on a non-exclusive basis, to enable SARS to appoint a service provider(s) for the Provision of Drug Test Kits for the period of five (5) years

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Summary of the scope

- 2.1.1 Details of the scope of work and the required goods and services are defined in more detail in Annexure A - Specification document and other documents forming part of this RFP.

2.2 Background

- 2.2.1 SARS Strategic Intent of compliance revenue collection from identified compliance initiatives coupled to Strategic Objective 3 "DETECT taxpayers and traders who do not comply, making non-compliance HARD and COSTLY" has a significant bearing in the Customs Business Plan and key outcomes for 2021/22. A key result for Customs is that of an increase in revenue collected and protected as a result of compliance and enforcement interventions.

- 2.2.2 One of the contributing factor to achieving this outcome is the availability of drug testing kits. Customs officers at all ports of entry require unhindered access to such kits in the field of operations. This is required as and when suspected contraband is being transported through the Ports of Entry of South Africa. The availability of the portable kits will support officers as it provides for instant clarity on substances testing, in order for the suspected substance to be seized and removed from circulation, as well as affect an immediate arrest of possible suspects. These kits are also vital in preserving the chain of evidence, crucial for a successful conviction

Drug testing kits would enable officers to conduct drug testing in the field when suspected narcotics are discovered in cargo, luggage, vehicles, trucks and any other smuggling methodologies in the ports of entry.

2.3 Overview

Duration of contract	The successful bidder will be appointed for a period of five (5) years at SARS discretion and subject to SARS terms and conditions.
Briefing session	Attending a briefing session is not a mandatory requirement of this RFP. Bidders should refer to the details of the non-compulsory virtual briefing session further on this document
Validity period of proposals	This RFP process is valid for a period of 180 calendar days from closing date. Consequently, bidders undertake to submit proposals, which include the pricing proposals, which are valid for a minimum period of 180 days from the closing date of the RFP.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

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

Table 1: RFP pack outline and contents

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

4 KEY DATES AND ACTIVITIES

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

Table 2: Key dates and activities

No	Activity	Date / time
1.	Advertisement of the RFP on National Treasury	06 July 2022
2.	RFP pack available for download from SARS website	06 July 2022
3.	Bidders non-compulsory virtual briefing session	Date: 15 July 2022 Time: 11:30 – 13:00 Join virtually on the Link below, refers to paragraph 7
4.	Bidders to submit written questions	06 July 2022 to 27 July 2022
5.	SARS to respond to bidders' written questions	29 July 2022
6.	Closing date and time (proposals due)	05 August 2022 at 11h:00

- 4.2 All dates and times in this RFP are South African Standard Time. Any time or date in this RFP is subject to change at SARS' 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 deadline (closing date) for proposal submissions for any reason, the requirements of this RFP will apply equally to the extended deadline.

5 CONTACT PERSON

- 5.1 All communication to SARS must be addressed to the SARS Tender Office, emailed to tenderoffice@sars.gov.za, and must be clearly referenced to this RFP. Communication sent by SARS must only be regarded as official communication if sent from tenderoffice@sars.gov.za, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.
- 5.2 The bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify the bidder if the bidder communicates or attempts to communicate any information regarding this RFP to any of SARS' employees; officials; or any third parties involved in the preparation, evaluation, or award of the RFP

other than through the official contact provided.

6 SARS' APPROACH TO THIS RFP

6.1 Introduction

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

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

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

6.1.2 The bidder(s) should be cognisant of all relevant legislation and/or standards applicable to the provision of the goods and services required in terms of this RFP.

6.2 Objectives

6.2.1 SARS' primary objective in issuing this RFP is to conclude one or more service agreements with a successful bidder(s) that will achieve the following:

6.2.1.1 the best value for money;

6.2.1.2 the sustainable supply of goods and services; and

6.2.1.3 the meeting of SARS' current requirements (at a minimum) and providing for flexibility to meet SARS' future needs related to the scope.

6.3 Proposal compliance

6.3.1 The bidder must ensure that all provisions and instructions in this document are followed in detail.

6.3.2 In this document the terms "shall" and "must" indicate a mandatory requirement. Bidder compliance with mandatory requirements is essential. Failure to comply with such requirements can lead to the disqualification of a bidder.

7 TENDER PREPARATION AND SUBMISSION

7.1 Non-compulsory virtual briefing session

- 7.1.1 To enable a bidder to attain a more detailed degree of knowledge of SARS' requirements, SARS intends to hold a non-compulsory briefing session. Bidders can attend the non-compulsory briefing session for their tenders virtually.
- 7.1.2 The briefing session will take place on the date and at the time reflected in the table in paragraph 4 and virtually on the following link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzE3MTg4YTQtNzcyYi00MTQ0LWEzMWMtNWUyNGZjMDVkZDE5%40thread.v2/0?context=%7b%22Tid%22%3a%222fc8b005-cac5-4df9-b0fa-2b50ea78e23e%22%2c%22Oid%22%3a%229dba989b-ae20-47a9-800c-8b44f8ed55c9%22%7d

7.2 Question and answer process

- 7.2.1 The bidder may submit questions to SARS as part of the question-and-answer process to gain a full understanding of any aspect of the RFP that is not clear to the bidder.
- 7.2.2 Between the dates given in paragraph 4, SARS will receive written questions sent by bidders by email at the address provided in paragraph 5. SARS will respond to these questions, 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 website.
- 7.2.3 SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such re-issued or additional documentation will be published on the SARS website. It is the bidder's responsibility to visit the SARS website at regular intervals to ensure that the bidder uses the latest versions of documents in the RFP pack.
- 7.2.4 The SARS procurement website must be treated as the primary means of communication. In the event of any other communication that is in conflict with communications posted on the SARS website, the SARS website communication will prevail.

7.3 Central Supplier Database

- 7.3.1 All bidders wishing to do business with SARS (current and new) must register on the National Treasury Central Supplier Database (CSD) by accessing the National Treasury website at www.CSD.gov.za. As part of the proposal submission, bidders are required to submit their CSD

number with their submission.

7.3.2 The successful bidder must be registered on the CSD prior to an award letter / purchase order / signed contract being issued. This excludes foreign suppliers with no local registered entity.

7.3.3 Transactions concluded with foreign suppliers with no local registered entity may be entered into even if the supplier is not registered on the CSD. Bidders must ensure that the Standard Bidding Document (SBD) 1 is completed in full.

7.4 **Proposal submission**

7.4.1 For this RFP, SARS will accept proposal submissions in the form of:

7.4.1.1 Physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office

7.4.2 The physical proposal submissions must be deposited in the SARS tender box on or before the closing date and time at the SARS Tender Office, situated at the main entrance at: **SARS Procurement Department, Lehae La SARS, 299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn, Pretoria.**

7.4.3 The proposals may also be posted to the SARS Tender Office, SARS Procurement Department, Lehae La SARS, 299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn, Pretoria, 0181.

7.4.4 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used to send, deliver, or upload such documents to SARS.

7.4.5 Late proposals will not be accepted.

7.5 **Proposal format and organisation**

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

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

7.5.3 The bidder's proposal is required to be submitted as one (1) original hardcopy file clearly marked as "Original", and one (1) duplicate file clearly marked as "Copy", as well as one (1) electronic copy of

the original hardcopy file.

7.5.3.1 A “hardcopy file” means an A4 ring bound lever arch file.

7.5.3.2 An “electronic copy” means a memory stick (USB stick).

7.5.4 Each hardcopy file and electronic copy must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

7.5.5 Pricing information must be included in a separate file (File 2), and not be included in the technical file (File 1).

7.5.6 The bidder is required to submit the contents of its proposal (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

File		Section	Responses
File 1: TECHNICAL proposal	<ul style="list-style-type: none"> • RFP reference • Description • Bidder name 	1	<ul style="list-style-type: none"> • Prequalification documents (SBD and other documents) <i>excluding Preference point claim form</i>
		2	<ul style="list-style-type: none"> • Response to technical requirements • Supporting documents for technical requirements
		3	<ul style="list-style-type: none"> • Supplementary information
		4	<ul style="list-style-type: none"> • SLA
File		Section	Responses
File 2: PRICE and B-BBEE proposal	<ul style="list-style-type: none"> • RFP reference • Description • Bidder name 	1	<ul style="list-style-type: none"> • B-BBEE certificate or sworn affidavit • Preference point claim form
		2	<ul style="list-style-type: none"> • Pricing response template
		3	<ul style="list-style-type: none"> • 3 years audited / independently reviewed financial statements

8 EVALUATION OF PROPOSALS

8.1 Process after the closing date

8.1.1 After the closing date and time:

8.1.1.1 no amendment may be made to a proposal, unless specifically permitted or requested by SARS;

8.1.1.2 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective proposals; and

8.1.1.3 SARS will evaluate the proposals with reference to SARS' evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

8.2 Prequalification evaluation process (Gate 0)

8.2.1 SARS has defined minimum prequalification criteria that must be met by the bidder for SARS to accept a proposal for evaluation. In this regard a pre-evaluation verification will be carried out by SARS to determine whether a proposal complies with the provisions of paragraphs **Error! Reference source not found.** and 9.2.

8.2.2 Where a bidder's proposal fails to comply fully with any of the prequalification criteria, or SARS is for any reason unable to verify whether the prequalification criteria are fully complied with, SARS will have the right to either:

8.2.2.1 reject the proposal in question and not to evaluate it at all;

8.2.2.2 give the bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its proposal to achieve full compliance with the prequalification criteria, provided that such information and/or documentation can be submitted within a period of five (5) working days or such alternative period as SARS may determine; and is purely administrative in nature; or

8.2.2.3 in any event permit the proposal to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the RFP.

8.2.3 The following prequalification documents are required as part of a bidder's proposal. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). A bidder's proposal may be disqualified if any of the following prequalification documents are not submitted. This section must be read in conjunction with paragraph 10.2 below.

Table 4: Prequalification criteria

	Prequalification documents to be submitted	Non-submission may result in disqualification ?	Instructions
1.	SBD 1: Invitation to bid form	YES	Bidder to complete and sign the supplied pro forma document.
2.	SBD 4: Declaration of interest form	YES	Bidder to complete and sign the supplied pro forma document.
3.	SBD 6.1 Preference points	YES	Bidder to complete and sign the

	Prequalification documents to be submitted	Non-submission may result in disqualification ?	Instructions
	claim form		supplied pro forma document.
4.	Central Supplier Database (CSD) number / Proof of Registration on CSD	YES	Bidder to submit the proof of registration on CSD
5.	Tax Compliance	YES	Submit Tax Compliance status pin. SARS will verify tax compliance of Bidder.
6.	Three (3) sets of most recent financial statements	YES	Submit complete sets of audited or independently reviewed annual financial statements as detailed in this RFP.

8.3 Mandatory (pre-technical) evaluation process (Gate 1)

8.3.1 The table below contains the mandatory evaluation criteria that are specific to this RFP. If the bidder does not meet mandatory evaluation 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 prequalification requirement unless stated otherwise.

Table 5: Mandatory evaluation criteria

	Mandatory evaluation criteria	Non-adherence will result in disqualification?
1.	B-BBEE Level 1 to 3	YES

8.4 Technical evaluation process (Gate 2)

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

- 8.4.2 Bidders must, as part of their proposal documents, submit supportive documentation for all the technical evaluation requirements as indicated hereunder. The Bid Evaluation Committee members responsible for scoring the respective proposals will evaluate and score all proposals on their submissions and the information provided, and will verify all documents submitted by the bidders, against the technical evaluation criteria in the table below.
- 8.4.3 The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of **70** out of **100 points** to proceed to the next stage of evaluation, namely price and B-BBEE evaluation.

Table 6: Technical Evaluation Criteria

Bidders are required to provide the following information:

COMPANY PROFILE	10 points	
The bidder must submit a comprehensive company profile indicating the following:		
The company's primary core function(s) = 1 point No information provided = 0 points	4 points	
Organisational Structure = 1 point No information provided = 0 point		
Company's physical address and company contact details (Landline and Email address) = 2 points No information provided = 0 point		
The company years of experience in the industry - Supply of Drug Test Kits:	6 points	
More than 5 years of experience = 6 points Between more the 3 years to 5 years of experience = 4 points Between 1 year to 3 years of experience = 2 points Less than 1 year of experience = 0 points No information provided = 0 point		
KEY PERSONNEL		
The Bidders must provide a detailed CV (including years of experience) of a Key Personnel to be allocated to the SARS account. SARS considers the Key Personnel crucial to the successful delivery of the products		
More than 5 years of experience = 5 points Between more the 3 years to 5 years of experience = 3 points Between 1 year to 3 years of experience = 1 point Less than 1 year = 0 points No information provided = 0 points	5 points	
REFERENCES AND TESTIMONIALS	30 points	

The bidder must submit three (3) letters of reference not older than five (5) years on the client's letterhead with contactable details from any previous contracts for the supply of drug testing kits. The references may be verified by SARS. The reference letters must contain the following information	
The company name (Client) = 1 point No information provided = 0 points	10 points per reference letter
Contact person, Company email address and Landline/Cell phone number = 1 point No information provided = 0 points	
Brief description of service rendered = 1 point No information provided = 0 points	
Period of the Contract More than 3 years = 4 points Between more the 1 year and 3 years = 2 points Between 6 months and 1 year = 1 point Less than 6 months = 0 points No information provided = 0 points Client feedback on performance (Good, Average or Poor) Good = 3 points Average = 2 points Poor = 0 points No information provided = 0 points	
COMPANY FOOTPRINT	10 points
The bidder must provide a PROOF of office(s) where the bidder operate in the form of utility bills, lease agreement, title deed, municipal account or any legal account confirming the physical location = 10 points No information provided = 0 points	10 points
A DETAILED OPERATIONAL MANAGEMENT PLAN	30 points
The bidder must provide a detailed operations management plan and resources	
Logistics e.g. Purchasing/Manufacturing of testing kits, storage, stock availability, stock reorder levels, distribution etc = 15 points No information provided = 0 points	30 points
The bidder must indicate resources (trucks/bakkies/courier services etc) available to ensure timeous delivery of Drug Test Kits at SARS offices as per Paragraph 3 of the Specifications documents = 5 points No information provided = 0 points	

Administration system (manual/computerised systems i.e. invoicing/ payroll/ stock holding, schedule deliveries etc.) = 10 points No information provided = 0 points	
DELIVERY TIME	15
Bidders must indicate anticipated Lead time / delivery after placement of the Purchase Order (Working days)	
Less than 5 days = 15 points	15 points
Between 5 days to 6 days = 10 points	
Between 7 days to 8 days = 5 points	
Longer than 8 days = 0 points	
No information provided = 0 points	
TOTAL SCORE	100 POINTS

8.5 Price and B-BBEE evaluation (Gate 3)

- 8.5.1 In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, and its Regulations, only bidders that have met or exceeded the minimum threshold for functionality in the technical evaluation, will be evaluated further in terms of the prescribed preference point system:

Table 7: Price and B-BBEE evaluation

	Criteria	Points
1.	Price	80
2.	B-BBEE status	20
	TOTAL	100

8.5.2 Price evaluation (Gate 3, Stage 1)

8.5.2.1 Points for the price evaluation will be calculated in accordance with the formula stated below in the Preferential Procurement Regulations. The price of the bidder's proposal will be calculated over the anticipated term of the agreement.

8.5.2.2 The bidders are required to complete all line items in the pricing response template provided by SARS, which will be used for the price evaluation. The price should be all-inclusive for all the goods and services required in the scope of work, and the bidders must ensure the completeness and accuracy of the pricing figures provided in the pricing

response template. Failure to complete the pricing response template/bill of quantities can lead to disqualification of the bidder.

Table 8: Pricing evaluation formula

Price evaluation formula	Points
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80

Where

P_s	=	Points scored for price of proposal under consideration
P_t	=	Rand value of proposal under consideration
P_{min}	=	Rand value of lowest acceptable proposal

Refer to Annexure B

8.5.3 B-BBEE evaluation (Gate 3, Stage 2)

8.5.3.1 This section must be read in conjunction with paragraph 10.2 and 10.3.

8.5.3.2 Points for the B-BBEE evaluation will be allocated in accordance with the bidder's B-BBEE status claimed. Points for B-BBEE can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit together with the Preference points claim form.

8.5.3.3 Failure of the bidder to submit a B-BBEE certificate from a verification agency accredited by the South African Accreditation System (SANAS), a CIPC B-BBEE Certificate for Exempted Micro Enterprise (EME), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) together with the proposal, will be interpreted to mean that preference points for B-BBEE are not claimed.

8.5.3.4 Bidders who do not claim preference points will be scored zero for B-BBEE but cannot be excluded from the RFP process for that reason.

8.5.3.5 Sworn affidavits must be signed by the bidder's representative and attested to by a Commissioner of oaths.

8.5.3.6 SARS reserves the right to request bidders to submit proof of their black ownership and turnover information, in support of their sworn affidavits, or require a bidder to substantiate claims made about their B-BBEE status.

Table 9: B-BBEE evaluation points allocation

B-BBEE evaluation Criteria	Points
The bidder to submit: a) A duly completed Preference point claim form, and b) A valid B-BBEE certificate or sworn affidavit.	20

8.5.3.7 The following table indicates the specific B-BBEE documents that must be submitted for this RFP. Failure to submit the required documents will result in bidders scoring zero for B-BBEE.

Table 10: B-BBEE documents checklist

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	<ul style="list-style-type: none"> A sworn affidavit or certificate from CIPC.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	<ul style="list-style-type: none"> A sworn affidavit only 51% Black Ownership and above; or A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	<ul style="list-style-type: none"> A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

8.5.4 Consolidation of price and B-BBEE evaluation (Gate 4)

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

8.6 Financial analysis

8.6.1 SARS may conduct a financial analysis on all or some of the qualifying bidders.

8.6.2 The bidders are required to submit complete sets of audited / independently reviewed annual

financial statements for the three (3) most recent financial periods in the name of the bidding entity. The annual financial statements must contain:

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

8.6.2.2 A statement of financial position;

8.6.2.3 A statement of cash flows; and

8.6.2.4 Accompanying notes.

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

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

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

8.6.4 If the bidder is a subsidiary of a holding company and submits the financial statements of the holding company for financial analysis purposes, 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.

8.6.5 SARS reserves the right to request further information with regards to the annual financial statements of a bidder at a later stage.

8.7 Process following evaluation

8.7.1 Following SARS' evaluation of the bidders' proposals, SARS has the right to, *inter alia*, in its sole discretion:

8.7.1.1 conduct a risk assessment of a bidder's capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS' objectives as set out in paragraph 7.2 above;

8.7.1.2 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;

8.7.1.3 conduct a due diligence on any bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting the bidder's, subcontractor's, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The bidder must respond within the

timeframes set by SARS, failing which SARS reserves the right not to consider the bidder's proposal any further;

8.7.1.4 request presentations from such short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders; and/or

8.7.1.5 take any other action it deems appropriate.

8.7.2 SARS reserves its rights, in full, to make no award for all or part of the scope of goods or services, if a risk assessment performed in terms of paragraph 9.7.1.1 discloses unacceptably high risks to SARS.

8.8 Proposed agreement

8.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement, as well as the bidder signing the SARS' oath/affirmation of secrecy document.

8.8.2 The proposed agreement that will govern the goods and services during the intended term reflects the terms and conditions upon which SARS intends to contract with a successful bidder.

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

8.8.3.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement;

8.8.3.2 SARS will be entitled to cease negotiating with a bidder and negotiate 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) an agreement may not be expeditiously concluded with the bidder for any other reason.

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

8.8.4 Bidders are requested to:

8.8.4.1 comment on the terms and conditions set out in the agreement and where necessary, propose required changes to such terms and conditions; and

8.8.4.2 provide an explanation of each comment and/or amendment.

8.8.5 SARS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation. For this reason, it is not required that the agreement be signed on submission of the bidder's proposal.

- 8.8.6 The bidder should note that the terms of its proposal will be incorporated in the proposed agreement by reference and that SARS relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that any misrepresentations in a proposal may result in legal action or other processes by SARS against the bidder notwithstanding the conclusion of an agreement between SARS and the bidder for the provision of the goods and services in question. In the event of a conflict between the bidder's proposal and the agreement concluded between the parties, the agreement will prevail.
- 8.8.7 SARS reserves the right to defer the commencement date of the delivery of goods and services or a component of the goods and services.
- 8.8.8 If the successful bidder fails to sign the proposed agreement in the form submitted by it as part of its proposal within twenty-one (21) working days of SARS calling upon it in writing to do so, SARS reserves the right to:
- 8.8.8.1 cancel the award to the successful bidder;
 - 8.8.8.2 enter into negotiations with reserve bidder(s) and conclude the proposed agreement with such reserve bidder(s); or
 - 8.8.8.3 take any other action SARS deems reasonable and appropriate.
- 8.8.9 The contract will be concluded between the main contractor and SARS, therefore, the main contractor and not the subcontractor would be held liable for performance in terms of its contractual obligations.

9 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

9.1 Proof of existence of a trust, joint venture and subcontracting arrangements

- 9.1.1 Where for the purposes of this RFP the bidder's proposal is in the form of a trust, the bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include amongst others:
- 9.1.1.1 Details of the trustees of the trust; and
 - 9.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.
- 9.1.2 Where for the purposes of this RFP the bidder's proposal is in the form of a joint venture (incorporated or unincorporated), the bidder must submit the joint venture agreement, which sets forth the following details:
- 9.1.2.1 identification of each party to the agreement in full;

- 9.1.2.2 the percentage ownership of each party to the agreement (if applicable);
 - 9.1.2.3 the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);
 - 9.1.2.4 the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and
 - 9.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture party(ies). The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.
- 9.1.3 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.
- 9.1.4 Where for the purposes of this RFP the bidder has or intends to subcontract areas of scope of the goods and services, bidders must note the following:
- 9.1.4.1 the successful bidder must, at all times, be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement;
 - 9.1.4.2 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 paragraph 9.2 or 10;
 - 9.1.4.3 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 9.2; and
 - 9.1.4.4 Without diminishing the service provider's accountability in any way for the delivery of the services, including the performance standards, SARS may require: access to and transparency in the subcontracting agreements; the full details of the functions which the subcontractor will fulfil in terms of the agreement including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor's in the account and project planning activities; and subcontractor's representation in account governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between the bidder and subcontractor.
- 9.1.5 The parties participating in a trust, joint venture and/or subcontracting arrangement are disqualified from providing goods, works and services to any eventual project that may result, directly or indirectly from the goods and services requested in this RFP.

9.2 Prequalification documentation required for a trust, joint venture and subcontracting arrangement

9.2.1 The following prequalification documentation is required for a trust, joint venture and subcontracting arrangement:

Table 11: Guidelines for prequalification documentation

	Prequalification document	Submission requirement
1.	SBD 1 invitation to bid form	The SBD 1 form should be completed in the name of bidding entity. If the bidder is submitting a proposal in the form of a joint venture (incorporated or unincorporated), the SBD 1 form should be completed and submitted in the name of the joint venture.
2.	SBD 4 declaration of interest form	The SBD 4 form should be completed in the name of the bidding entity. If the bidder is submitting a proposal in the form of an unincorporated joint venture, this form should be completed by each party of the joint venture agreement.
3.	Preference point claim form	The Preference point claim form should be completed in the name of the bidding entity. If the bidder intends subcontracting, the bidder must complete paragraph 7 in the form relating to subcontracting. If the bidder intends subcontracting to more than one subcontractor, the bidder must include all the relevant information in the form, or alternatively submit a separate attachment with the information required as per the Preference point claim form and reference must be made to the attachment in the Preference point claim form.
6.	Pricing schedule	The pricing schedule should be completed in the name of the bidding entity.
7.	Central Supplier Database (CSD) registration	A CSD registration number and the Tax Compliance System pin (optional) should be provided for the bidding entity, for all South African parties participating in a joint venture (incorporated or unincorporated)

	Prequalification document	Submission requirement
		for this RFP, and for all South African parties to be subcontracted to for this RFP. Please refer to paragraph 8.3 for more detail on the CSD requirements.
8.	B-BBEE certificate or sworn affidavit	<p>The B-BBEE certificate or sworn affidavit should be submitted in the name of the bidding entity.</p> <p>If the proposal is in the form of an <i>incorporated</i> joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or sworn affidavit.</p> <p>If the proposal is in the form of an <i>unincorporated</i> joint venture arrangement, the unincorporated joint venture must submit a consolidated B-BBEE certificate or sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.</p>
12.	Financial statements	<p>The financial statements should be submitted in the name of the bidding entity.</p> <p>If the proposal is in the form of an <i>incorporated</i> joint venture, the incorporated joint venture is required to submit annual financial statements of the joint venture.</p> <p>If the proposal is in the form of an <i>unincorporated</i> joint venture arrangement, the unincorporated joint venture is required to submit annual financial statements of each of the parties to the arrangement.</p>

10 GENERAL CONDITIONS OF BIDDING

10.1 Acceptance of RFP conditions

- 10.1.1 The bidder's participation in the RFP process 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,

and to:

- 10.1.1.1 act honestly, fairly and with due skill, care and diligence, and in the interests of SARS;
- 10.1.1.2 have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 10.1.1.3 act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 10.1.1.4 comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 10.1.1.5 make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 10.1.1.6 avoid fraudulent and misleading advertising, canvassing and marketing; and
- 10.1.1.7 conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration.

10.1.2 Prospective bidders who cannot, or do not, satisfy all the conditions contained below, should not submit proposals. If a bidder is found not to meet any one of the requirements listed below, then that bidder's proposal will be rejected at SARS' sole discretion, without any further consideration.

- 10.1.2.1 SARS is only interested in organisations that take accountability for goods and service delivery and performance.
- 10.1.2.2 The bidder must be fully tax compliant to be considered for the award of this RFP, and the successful bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the term of the agreement, and a failure to do so will be a material breach of the agreement.
- 10.1.2.3 The bidder must comply with all applicable legislation in South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 10.1.2.4 The Service Provider will comply with the Department of Trade and Industry's minimum local content thresholds for local production of designated industries, sectors and sub-sectors.

10.2 **Reservation of rights**

- 10.2.1 In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right in its sole discretion to:
 - 10.2.1.1 make no award, or to accept part of a proposal rather than the whole;
 - 10.2.1.2 withdraw, suspend or cancel this RFP or the RFP process at any time without providing

reasons;

- 10.2.1.3 not provide reasons for its rejection or the failure of any bidder or proposal, save on application and in terms of applicable legislation;
 - 10.2.1.4 change any condition, requirement, procedure or rule as set out in this RFP, provide further information in respect of, and modify the provisions of, this RFP, which includes, but not limited to, the extension of the closing date and time of the RFP, at any time prior to the closing date by giving reasonable notice to all prospective bidders;
 - 10.2.1.5 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, or the structure of the RFP process;
 - 10.2.1.6 re-advertise for proposals;
 - 10.2.1.7 schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations and/or perform audits on any bidder whenever SARS deems it prudent to do so;
 - 10.2.1.8 undertake further checks on bidders, which may include information on public record or in the public domain, information contained in internal SARS records or information received from other government institutions;
 - 10.2.1.9 take into account the bidder's and/or the bidder's subcontractors' service history, 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 object;
 - 10.2.1.10 no longer consider a bidder's proposal where adverse information about the bidder or its proposal submission has come to the attention of SARS, provided that such bidder is informed accordingly and afforded an opportunity to object;
 - 10.2.1.11 award a proposal based on which bidder is offering the best value for money, even if such proposal is not the lowest priced proposal;
 - 10.2.1.12 make the award subject to the successful bidder entering into a duly signed agreement with SARS on such terms and conditions as are acceptable to SARS; and
 - 10.2.1.13 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 will be allowed to make the necessary photocopies of the bidder's proposal for record purposes, at SARS' cost.
- 10.2.2 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 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 South Africa or otherwise (government entity):

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

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

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

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

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

10.2.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, 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;

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

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

10.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a bidder from disqualification in terms of subparagraph **Error! Reference source not found.** above. A bidder that stands to be disqualified in terms of subparagraph **Error! Reference source not found.** may, prior to submitting a proposal, approach SARS in writing for an exemption as foresaid, in which event:

10.2.3.1 the bidder is required to provide SARS with full information to enable SARS in its sole discretion to consider such application for exemption; and

10.2.3.2 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' discretion.

- 10.2.4 By submitting a proposal the bidder represents to SARS that it does not stand to be disqualified in terms of paragraph **Error! Reference source not found.**, unless it has otherwise applied for exemption or been exempted in terms of paragraph **Error! Reference source not found.**
- 10.2.5 SARS may disqualify a bidder:
- 10.2.5.1 whose proposal contains a misrepresentation which is materially incorrect or misleading;
 - 10.2.5.2 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% interest 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 proof of tax compliance status in respect of any one or more such persons;
 - 10.2.5.3 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;
 - 10.2.5.4 who, or whose subcontractor, lawfully or unlawfully, had access to any of 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;
 - 10.2.5.5 who fails to comply with any conditions or requirements of this RFP;
 - 10.2.5.6 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
 - 10.2.5.7 who fails to respond as required to written notices given by SARS in connection with its proposal under this RFP.
- 10.2.6 SARS may reject a proposal which:
- 10.2.6.1 is conditional on SARS' acceptance of substantial deviations from the proposed agreement in this RFP pack;
 - 10.2.6.2 fails to commit to the key deliverables required by this RFP;
 - 10.2.6.3 does not contain the correct number of copies, or is in an incorrect format; or
 - 10.2.6.4 is non-compliant in any respect.

10.3 **Validity of information**

- 10.3.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or

otherwise) to the bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional information SARS may provide to the bidder as part of the RFP process.

- 10.3.2 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 any of its responses.

10.4 **RFP not an offer**

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

10.5 **Preparation costs**

- 10.5.1 The bidder will bear all its costs in preparing, submitting, delivering and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. 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 bidders in the preparation of their response to this RFP.

10.6 **Insurance**

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

10.7 **Conflict of interest**

- 10.7.1 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 the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

10.8 Indemnity

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

10.9 Precedence

- 10.9.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication and that such information expressly states that it amends this document.

10.10 Responsibility for bidder's personnel and subcontractors

- 10.10.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its subcontractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP
- 10.10.2 If SARS allows a bidder to make use of subcontractors, such subcontractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such subcontractors.
- 10.10.3 If the bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.
- 10.10.4 If the bidder includes experience of an entity other than the bidder itself, then the bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and is in agreement that their experience may be included for tendering purposes.

10.11 Confidentiality

10.11.1 Confidential information may be disclosed to the bidder directly or indirectly, advertently, or inadvertently. Without limitation, the confidential information includes:

10.11.1.1 any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which (i) by its nature or content is, or ought reasonably to be identifiable as, confidential and/or proprietary to the SARS or a third party associated to SARS, or (ii) which is provided or disclosed in confidence, and which SARS or any person acting on behalf of SARS may disclose to the bidder, or (iii) which may come to the knowledge of the bidder by whatsoever means;

10.11.1.2 SARS's data, SARS's financial information, information regarding taxpayers, information regarding employees, independent contractors and suppliers of SARS and governmental entities, processes and plans of SARS and governmental entities, projections, manuals, forecasts, and analyses of SARS and governmental entities, intellectual property owned by or licensed to SARS or a governmental entity;

10.11.1.3 information relating to the operations, business strategies, assets, knowledge, know-how, expertise, trade secrets and activities of SARS;

10.11.1.4 the information disclosed during the course of any negotiations between SARS and the bidder, including negotiations in respect of the proposed contract contemplated in the RFP;

10.11.1.5 the information disclosed in any bidder conferences, responses to Bidder's questions or meetings, the information disclosed in the data room as contemplated in the RFP, and all information disclosed during interactions with SARS, including information relating to requests SARS may direct to the bidder or steps SARS may take under the RFP process; and

10.11.1.6 any other information which relates to SARS's business, disclosed to the bidder and which is not readily available to the general public.

10.11.2 The bidder undertakes, in perpetuity:

10.11.2.1 to keep the confidential information in the strictest confidence with the endeavours of a reasonable person protecting their own confidential information;

10.11.2.2 not to use, divulge or disclose, distribute, reproduce, store or transmit the confidential information, in any form or by any means, not to utilise, employ, exploit or in any other manner whatsoever use the confidential information for any purpose whatsoever

10.11.2.3 not to release or disclose the confidential information to any person, without SARS's prior written consent, and

10.11.2.4 to immediately, on written request by SARS, return to SARS or destroy if so instructed by SARS (including where applicable by electronically deleting the same in such manner that it is completely and utterly irretrievable) all confidential information it may have in its

possession together with all copies, electronic versions, excerpts or summaries thereof. Where required by SARS to do so, furnish a written statement to the effect that upon such return it has not retained in its possession or under its control, either directly or indirectly, any such confidential information or material and has fully complied with the foregoing destruction and deletion obligations.

- 10.11.3 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, other than to a person officially involved with SARS' examination and evaluation of a proposal.
- 10.11.4 No part of the RFP pack 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.
- 10.11.5 Throughout this RFP process and thereafter, the bidders must secure SARS' written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and such legal action as SARS may deem suitable.
- 10.11.6 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.
- 10.11.7 The award of the RFP will be conditional upon the successful bidder signing the SARS oath/affirmation of secrecy document during the contracting phase.

10.12 Intellectual property

- 10.12.1 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 its sole discretion is necessary to do for reasons relating to the RFP process.

10.13 Limitation of liability

- 10.13.1 A bidder participates in this RFP process entirely at its own risk and cost. SARS will not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered

as a result of the bidder's participation in this RFP process.

10.14 Tax compliance

- 10.14.1 No bid will be awarded to a bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or terminate the 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. SARS further reserves the right to terminate the agreement with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the agreement.

10.15 Tender defaulters and restricted suppliers

- 10.15.1 No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers. SARS reserves the right to withdraw an award, or terminate an 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 National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers; or (ii) if the bidder has been blacklisted by any other government institution.

10.16 Prohibition of restrictive practices

- 10.16.1 In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is or a contractor(s) was involved in:
- 10.16.1.1 directly or indirectly fixing a purchase or selling price or any other trading condition;
 - 10.16.1.2 dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
 - 10.16.1.3 collusive bidding.
- 10.16.2 If a bidder(s) or contractor(s), in the judgement of the purchaser, has engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

10.17 Fronting

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

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

10.18 Screening and vetting of a service provider

10.18.1 Acceptance of the bidder’s proposal is subject to the condition that both the contracting firm and its personnel providing the goods and services, 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 contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

10.19 Governing law

10.19.1 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.

11 DEFINITIONS

Table 12: Glossary table

Bidder	means a prospective service provider who submits a proposal in line with this RFP.
Briefing session	means meeting(s) to be held with prospective bidders, the details of which are set out in the relevant paragraph below.

B-BBEE	means Broad-Based Black Economic Empowerment.
Goods	includes the tangible commodities or products to be provided and/or delivered in terms of the RFP pack.
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 the relevant paragraph below.
SARS	means an organ of 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, South Africa.
SBD	means a standard bid document prescribed by National Treasury as listed in the relevant paragraph below.
Service provider	means a bidder who is awarded this RFP and with whom SARS has concluded the relevant agreement.
Services	include the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of the RFP pack.
Site	means any premises at which SARS requires services to be provided as advised to the service provider from time to time.
Term	means the duration of the agreement as intended between SARS and the service provider(s) as set out in the relevant paragraph below.