

**REFERENCE: RFP 14/2017**

## **REQUEST FOR PROPOSAL**

### **DESCRIPTION:**

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR  
INFORMATION TECHNOLOGY SERVICES**

**DATE ISSUED: 03 November 2017**

**CLOSING DATE: 08 December 2017 at 11H00**

### **TENDER BOX:**

GROUND FLOOR, LINTON HOUSE  
BROOKLYN BRIDGE  
570 FEHRSEN STREET  
BROOKLYN  
PRETORIA

## TABLE OF CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | INTRODUCTION                                 | 3  |
| 2.  | OVERVIEW OF SARS                             | 3  |
| 3.  | PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)   | 4  |
| 4.  | LEGISLATIVE METHODOLOGY OF THE BID           | 4  |
| 5.  | BRIEFING SESSION                             | 4  |
| 6.  | DURATION OF CONTRACT                         | 5  |
| 7.  | APPOINTMENT TERMS                            | 5  |
| 8.  | TIMELINE OF THE BID PROCESS                  | 5  |
| 9.  | CONTACT                                      | 6  |
| 10. | SCOPE OF WORK                                | 6  |
| 11. | CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION | 13 |
| 12. | INSTRUCTIONS TO BIDDER(S)                    | 13 |
| 13. | EVALUATION AND SELECTION CRITERIA            | 15 |
| 14. | FINANCIAL STATEMENTS                         | 20 |
| 15. | AGREEMENTS                                   | 21 |
| 16. | TECHNICAL EVALUATION CRITERIA                | 26 |

## **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 for government delivery.

## **2. OVERVIEW OF SARS**

### **Our Mandate**

In terms of the South African Revenue Service Act, 1997 (Act No. 34 of 1997), SARS is mandated to:

- Collect all revenues due;
- Ensure maximum compliance with tax and customs legislation; and
- Provide a customs service that will maximise revenue collection, protect our borders and facilitate trade.

### **Our Vision**

SARS is an innovative revenue and customs agency that enhances economic growth and social development, and that supports the country's integration into the global economy in a way that benefits all South Africans.

### **Our Mission**

To optimise revenue yield, to facilitate trade and to enlist new tax contributors by promoting awareness of the obligation to comply with tax and customs laws, and to provide a quality, responsive service to the public.

### **Our Values**

- Fairness
- Integrity
- Transparency
- Honesty
- Accountability
- Respect

- Trust

#### **Our Core Outcomes**

Increased Customs Compliance;

Increased Tax Compliance;

Increased ease and fairness of doing business with SARS; and

Increased cost effectiveness, internal efficiency and institutional respectability.

### **3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from bidders with minimum **BBBEE Level 3** to enable SARS to establish a list of pre-approved service providers for provision of information technology services as and when required.

This RFP does not constitute an offer to do business with SARS, but merely serves as an invitation to potential bidders to facilitate a requirements-based decision process.

### **4. LEGISLATIVE METHODOLOGY OF THE BID**

#### **4.1. LEGISLATION**

The Bidder should be familiar with all relevant legislation, including but not limited to tax laws applicable in the Republic of South Africa and should fully comply with such laws.

#### **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 the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

### **5. BRIEFING SESSION**

Interested parties have an option to attend a non-compulsory briefing session that will be held at Linton House, Brooklyn Bridge, 570 Fehrson Street, Brooklyn, Pretoria, on 13 November 2017 at 11H00 (2<sup>nd</sup> Floor, 2.2 Auditorium) to clarify to potential bidder(s) the scope and extent of work to be executed. Bidders are encouraged to read through the documents before this session.

## 6. DURATION OF CONTRACT

The successful bidders appointed in FY2017/18 will remain pre-approved on the panel for a period of seventy-two (72) months, during this period SARS reserves the right to, at any point, re-issue a tender to update and appoint additional bidders to the panel.

## 7. APPOINTMENT TERMS

SARS does not guarantee that successful bidders will receive work during their appointment term. Subject to a competitive process for a Service Request, successful bidders will be utilised on an ad hoc basis, as and when required by SARS.

## 8. TIMELINE OF THE BID PROCESS

The validity period is 180 days after the closing date of the bid. The project timeframes of this bid are set out below:

**Table 1**

| Activity   | Date Due                            |
|--|-------------------------------------|
| Advertisement of Bid in the Government Tender Bulletin | 03 November 2017                    |
| Advertisement of Bid in the eTender website            | 03 November 2017                    |
| Distribution of Bid documents on SARS website          | 06 November 2017                    |
| Non-Compulsory briefing session                        | 13 November 2017 at 11H00           |
| Questions relating to the bid from bidder(s)           | 03 November 2017 – 24 November 2017 |
| Bid Closing Date                                       | 08 December 2017, 11H00             |
| Notice to Bidders                                      | January/ February 2018              |

\* Dates subject to change.

All times and dates in this bid are South African Standard Time. Any time or date in this bid is subject to change at SARS' sole discretion. The establishment of 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 the date established. The bidders accepts that, if SARS extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **9. CONTACT**

A nominated official of the potential bidder(s) can make enquiries in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email at [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and cc [rft-professionalservices@sars.gov.za](mailto:rft-professionalservices@sars.gov.za). Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

## **10. SCOPE OF WORK**

### **10.1 BACKGROUND**

The Information Technology (IT) department in SARS has moved from being an integral part of the modernisation programme to being a stand-alone business unit DIST (Digital, Information Services and Technology).

Elements of DIST will have to be strengthened with human resources and tools to manage increased complexity brought about by an increasingly digitalised world. A conscious strategy to simplify, standardise and rationalise systems and processes has been taken to prevent future legacy of unmanageable complexity and duplication. A strategy is in place to improve IT governance through the adoption of appropriate standards. Likewise the management of IT services will be strengthened for the benefit of business.

DIST is a major contributor to innovation at SARS and will continue to collaborate with both business and the innovation function.

The continued progress of pre-population (e.g., tax returns, master data) will be supported by a drive for improved Enterprise Information Management (EIM). By creating the correct building blocks and an integrated view, tax and customs compliance will be improved as a result of advanced analytics on structured and unstructured data. This and the big decisions mentioned above are important for renovating the IT core of SARS.

The above is a long-term journey, which requires unwavering support, as the effort will continue for the majority of this strategic planning time frame (5 years).

### **10.2 CONFIDENTIALITY**

10.2.1 It will be expected from the bidder to sign the SARS Oath of Secrecy.

10.2.2 The bidder undertakes, at all times during the existence of the contract or any renewal thereof or after termination thereof, not to reveal any confidential or sensitive information or knowledge concerning SARS or clients of SARS.

### 10.3 EXPERTISE REQUIRED

SARS may from time to time utilise the services of the aforesaid panellists to provide IT consultancy services to SARS, and these may include participating in management, joint development and support projects as well as add-on skills to such projects on an “as and when required” basis.

See attached Annexure B for detailed additional information on the expertise required per category.

The bidders must have experience as stipulated in the different categories below:

#### 10.3.1 Category A - Architecture and Design

- Analyse business structure and processes, development of technology roadmaps to support business and ICT strategies. Development and dissemination of ICT standards taking into account impact on legacy technologies and facilitating adoption of future trends. Includes modelling, development and adoption of frameworks as well as definition of current, transitional and future state architectures
- Information architecture covers all the sources and forms of information that define the enterprise architecture. The information architecture layer includes; information and data models; processes for managing information; standards for the manipulation and presentation of information; governance of information; infrastructure and technology for storing, manipulating and transmitting information; taxonomy for categorization of information.
- Information architecture services may include; development of enterprise architectures (EA, both for current state and future state) for the information architecture layer within complex organisational environments; development of models, standards and guidelines for the information architecture to meet the diverse needs of EA projects; understanding the architectural capabilities and constraints of the range of technologies that support data and information in distributed systems; information and data modelling, taxonomies and content descriptions and utilisation of tools, models and templates to support capture, analysis and presentation of findings to a wide variety of stakeholders.
- Develop business information strategies and creating systems. Includes design, development, implementation, data migration, integration training, maintenance, configuration and support. May also include support with business analysis, transformation and process change. Covers provision of scientific, operational and administrative datasets, data management, data analysis, master data

management, data warehousing, business intelligence, content management and Meta data management.

#### 10.3.2 **Category B - Data Centre**

- Provide expert advice and recommendations on: migration strategies, future data centre operating and governance models including best practices such as ITIL. Assistance with key strategic documents.
- Provide services to assist with actual migration activities.
- Provide services associated with data centre operational activities including delivery "as a service".

#### 10.3.3 **Category C - IT Security & Risk Management**

- Create strategy, architecture, solutions and services that protect ICT environment. Includes developing strategies, conducting security audits and identifying risks and issues and conducting vulnerability assessments. Supporting and maintaining ISO 27001 certification.
- Provide security framework that facilitates access to the customers' applications, information and data for both internal and external users. Security and firewall installation and configuration.
- Undertake various security testing including, penetration testing, web security testing, secure code reviews, security and environment testing meets agreed standards.
- Manage security framework that facilitates access to the customers' applications, information and data for both internal and external users. Including performance monitoring, security upgrades and access management.

#### 10.3.4 **Category D - Systems & Solutions**

- Business analysis includes structured identification, analysis and documentation of requirements associated with the design, development and implementation of business systems. This includes; business requirements specification, process analysis and design, procedure development, data migration and conversion planning, development and execution of testing strategies, problem identification and resolution, assessment of training needs, liaison between technical and business staff, research and analysis (e.g. market and customer), risk assessment and management.
- Custom application development including: design and development, enhancement, integration and implementation, data migration and conversion,



testing, performance and metrics, maintenance and ongoing support. Including provision of development, application development and support "as a service".

- Includes design, development, implementation, data migration, integration training, maintenance, configuration and support for all other software services not already included in other systems and solutions sub-categories. May also include support with business analysis, transformation and process change.

#### **10.3.5 Category E - Other ICT Services/ Technical Support**

- Application Maintenance & Support
- Technical Support
- System Monitoring & Management

#### **10.3.6 Category F - Server Management**

- The installation, configuration and maintenance of operating system software and testing of installation, licenses, upgrades, patches of operating system (OS) software.
- Management and maintenance of the server environment. The management of mainframes, servers and ISP hosting hardware as well as the management of operating system and system management software. Includes the backup and recovery of servers and operating systems.

#### **10.3.7 Category G - IT Strategy**

- Provide strategic vision and documentation associated with information and communications technology supporting ICT. This includes; strategy and plan development and evaluation, forecasting or analysis of future trends, strategic research and analysis, development of and advice on management frameworks (e.g. risk, service delivery management and portfolio management).
- Procurement transition, integration and delivery of services. Includes contract development, contract planning, contract formation, contract management and service arrangement.
- Design, development and maintenance of the operational tools, standards, methods, environment and protocols that enable the consistent and efficient delivery of quality outputs. This can include methodology planning and implementation, billing checking and management, development and implementation of; policies, procedures, analysis tools and standards for: integration, environment, desktop, project offices, performance and evaluation.

#### 10.3.8 Category H - ICT Programs

- The ability to create or review an ICT program office including standards, reporting, change management, stakeholder communication, demand management, schedule management, resource management, configuration management, reporting, benefits realization via programs, change control, governance and dependency management, project team collaboration, performance monitoring and controlling.
- Manage a project from end to end including project mandate, initiating and business case, planning, executing, controlling, reporting and closing using a project methodology e.g. COBIT 5, & PMBOK 5. Manage large and complex deliverables that are broken down into manageable inter-related projects. Combines the ability and resources to define, plan, implement and integrate a program of works using a program methodology. Support and advise senior management decision making on strategic alignment, prioritization, risk management, optimization of resources etc. to successfully deliver their business objectives.

#### 10.3.9 Category I - SAP Business Partner

SARS may utilise the services of SAP partners for SAP related projects as and when required for support and consultancy services.

### 10.4 MANAGED SERVICES

#### 10.4.1 SUPPORT SERVICES

The pre-approved bidders on the panel will be required avail consultants to perform the following support services as and when required, include but not limited to:

- 10.4.1.1 Requirements gathering for system enhancements;
- 10.4.1.2 Carrying out system configuration;
- 10.4.1.3 Creating functional specifications where enhancements/development is required;
- 10.4.1.4 Designing interfaces with third party systems;
- 10.4.1.5 System testing and integration testing;
- 10.4.1.6 Leading, monitoring and guiding the Support Team(s);
- 10.4.1.7 Ensuring call resolution within the agreed Service Level Agreements;
- 10.4.1.8 Completing enhancements within time and on budget;
- 10.4.1.9 Monitoring and resolving issues around batches and interfaces;
- 10.4.1.10 Taking responsibility for stand-by;

- 10.4.1.11 Ensuring that housekeeping processes are up to date;
- 10.4.1.12 Providing end user training when required; and
- 10.4.1.13 Provide hand over and knowledge transfer to the SARS' team.

#### **10.4.2 CONSULTANCY AND EXPERT ADVISORY SERVICES**

The pre-approved bidders on the panel will be required to avail consultants and other experts to perform the following consulting and expert advisory services as and when required, include but not limited to:

- 10.4.2.1 Consulting and advice on the SARS historical investments in IT and making recommendations on future strategy;
- 10.4.2.2 Providing SARS with innovative and world leading advice on matters to do with the business of Tax and customs revenue collection;
- 10.4.2.3 Consulting and advice to SARS on the complete IT life cycle or any specific area from strategy to implementation and operation;
- 10.4.2.4 Providing SARS with research insights into worldwide IT trends and best practices; and
- 10.4.2.5 Holding workshops and seminars for SARS personnel to impart vital knowledge of IT to SARS personnel in so far as they affect the business of SARS

#### **10.4.3 TURN-KEY SOLUTIONS**

The pre-approved bidders on the panel will be required to avail resources to assist SARS with strategic business consulting through the design, development, implementation, and integration of IT related projects as and when required by SARS.

The appointed bidder(s) for the specific projects will be required, but not limited to:

- 10.4.3.1 Demonstrate their capability and experience to deliver on the project;
- 10.4.3.2 Provide a methodology/approach on how the project will be delivered;
- 10.4.3.3 Provide sufficient and capable resources;
- 10.4.3.4 Provide as and when required post-go live support; and
- 10.4.3.5 Provide knowledge transfer to SARS key resources.

#### **10.5 BIDDERS RESPONSES/DOCUMENTATION REQUIRED**

Bidders are required to submit their detailed response to the information in this section.

Bidders may submit proposals in respect of any one (1) or a combination of the nine (9) categories and must demonstrate their capability in respect of the category by completing the schedule (Annexure C) referred to in paragraph 10.5.2.

Please note: A bidder will not be considered for a category in which insufficient information has been provided.

#### 10.5.1 **COMPANY PROFILE**

Bidder should provide in their response, the following but not be limited to:

- A company profile detailing structure, service offering and infrastructure to render the services; and
- Full contact details of the key contact person/Account Manager.

#### 10.5.2 **CAPABILITY**

- A schedule (see Annexure C) of the bidder's experience and proven track record over the past five (5) years, in respect of IT support services, consultancy or turnkey solution. Information provided must be related to the category the bidder is bidding for as per paragraph 10 of this document.

The schedule must include for each client the following information:

- Client Name;
- Contact person, phone number, business address;
- Contract period;
- Description of the project;
- Challenges; and
- Lessons learned.

SARS reserves the right to contact the clients for a reference check. It is therefore important to ensure that the clients on the schedule are contactable.

#### 10.5.3 **SKILL TRANSFER**

Demonstrate how transfer of relevant knowledge and skills will be implemented to SARS personnel on consulting related projects;

#### 10.5.4 REFERENCES

Bidder should provide two (2) contactable testimonial letters from current / recent clients (not older than 5 years) for each category that the bidder has tendered for to whom similar services are being/have been provided. The testimonial letters must be on a company letterhead and include the following: company name, contact name, address, phone number, and duration of contract, a brief description of the services rendered and the level of customer satisfaction.

### 11. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD however such entities should 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 providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/16 – 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](http://www.CSD.gov.za)

### 12. INSTRUCTIONS TO BIDDER(S)

- 12.1 Bids must be properly packaged and deposited in the tender box on or before the closing date and time at the SARS Tender Office situated at:

Linton House - Ground Floor  
Brooklyn Bridge  
570 Fehrsen Street  
Brooklyn  
Pretoria

- 12.2 Alternatively, bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.

- 12.3 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. No electronic

submission of bid documents is allowed.

12.4 Late bids will not be accepted.

12.5 The bidder(s) are required to submit two (2) copies of their file (original and duplicate) and one (1) CD-ROM with the contents of the file at the closing date and time.

12.6 Bidders file and CD-ROM must be marked correctly for ease of reference during the evaluation process.

12.7 The files and information in the CD-ROM must be labelled and submitted in the following format:

**12.7.1 ARCH LIVER FILE 1**

**Exhibit 1**

- Submit proof of Central Supplier Database (CSD) Registration Report (preferably the CSD report in PDF format) from National Treasury
- Pre-qualification documents (SBD documents)
- General Conditions of Contract (GCC)
- Comments/inputs on the draft Master Service Level Agreement

**Exhibit 2: Technical Responses**

- Company profile as per 10.5.1
- Skills Transfer as per 10.5.3

**Exhibit 3: Technical Responses per category**

- Capability as per 10.5.2
- References as per 10.5.4

**Exhibit 3a – Category A: Architecture and Design;**

**Exhibit 3b – Category B: Data Centre;**

**Exhibit 3c – Category C: IT Security & Risk Management;**

**Exhibit 3d – Category D: Systems & Solutions;**

**Exhibit 3e – Category E: Other ICT Services/ Technical Support;**

Exhibit 3f – Category F: Server Management

Exhibit 3g – Category G: IT Strategy;

Exhibit 3h – Category H: ICT Programs

Exhibit 3i – Category I: SAP Business Partner

#### 12.7.2 **ARCH LIVER FILE 2**

Exhibit 1

- Valid Tax Clearance Certificate
- B-BBEE Certificate
- SBD 6.1

Exhibit 2

- Three (3) years audited/reviewed financial statements (a detailed explanation is required if statements are furnished for any lesser period)

Each file and CD-ROM/USB must be marked correctly and sealed separately for easy reference during the evaluation process.

### 13. **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:

- **Pre-Qualification Criteria (Gate 0)** – bidder(s) must submit all documents, as outlined in paragraph 13.1 below.
- **Technical Evaluation Criteria (Gate 1)** – bidder(s) will be evaluated out of 100 points. Only bidders who have met the threshold of 75 points out of 100 will be considered for inclusion on the panel.

### 13.1 PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this bid, bidder(s) must submit the documents listed in **Table 13A** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). A bidder(s) proposal may be disqualified for non-submission of any of the listed documents.

**Table 13A: Documents that must be submitted for Pre-qualification**

| Name of the document that must be submitted                                  | Non-submission may result in disqualification  |
|--|--|
| Invitation to bid – SBD 1  | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| Tax Compliance status pin  | <b>YES</b> – Submit Tax Compliance status pin  |
| Central Registration Report (Central Database System) from National Treasury | <b>YES</b> – Bidders must register on Central Database System and submit the Report as confirmation of registration. The successful bidders will be expected to be registered on CSD before contracting. |
| Pricing Schedule - Annexure D: Pricing Template                              | <b>YES</b> – Complete and sign the supplied pro forma document.<br>Submit full details of the pricing proposal to SARS in Annexure D.  |
| Declaration of Interest – SBD 4  | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| Preference Point Claim Form - SBD 6.1  | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| Declaration of bidder's Past Supply Chain Management Practices – SBD 8       | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| Certificate of Independent bid Determination – SBD 9                         | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| SARS' Oath of Secrecy:   | <b>YES</b> – Bidders must complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.   |
| General Conditions of Contract (GCC)   | <b>YES</b> – Sign the supplied GCC.  |
| Supplier cost and risk assessment questionnaire                              | <b>YES</b> – Complete and sign the supplied pro forma document.  |
| Three (3) most recent Financial Statements                                   | <b>YES</b> – Bidders are required to submit complete sets of audited / reviewed annual financial statements in the name of the bidding entity.   |
| Bidder Compliance Checklist Form for Technical Evaluation (Annexure A2)      | <b>NO</b> – Complete to assist with ease of reference during evaluation.   |



#### Mandatory requirement for Category A - I

##### B-BBEE Status Level

- Bidders are required to submit a valid B-BBEE certificate or sworn affidavits with minimum B-BBEE status level 3 as per paragraph 13.3
- or
- Foreign bidders and/or South African bidders who do not comply to the B-BBEE status requirement stated above will be required to subcontract 30% of the total contract value to a locally based entity who is an EME or QSE which is at least 51% owned by black people.

*Bidders are required to complete and sign **Annexure E: MANDATORY REQUIREMENT FORM***

#### Additional mandatory requirement for Category I: SAP Business Partner

##### SAP Partner Certificate

Bidders MUST be certified/accredited SAP Partner.

In the event of non-submission of the certificate, SARS will contact SAP or use any other method to validate and verify the certification/accreditation of the bidder's SAP Partnership

### 13.2 TECHNICAL EVALUATION (GATE 1) = 100 POINTS

- 13.2.1 Only Bidders who have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality.
- 13.2.2 Bidders will be evaluated out of 100 points for each category as outlined in Annexure E of this document.
- 13.2.3 Bidders who have met the threshold of 75 out of 100 points will be considered for inclusion in the Panel.

| Technical Adjudication Criteria  | Points |
|--|--------|
| Technical analysis <ul style="list-style-type: none"> <li>• Company profile and experience</li> <li>• Skill Transfer</li> <li>• Reference</li> </ul> | 100    |

### 13.3 PRICE AND B-BBEE EVALUATION (GATE 2)

#### Stage 1 – Price Evaluation (0 Points)

Bidders are required to submit the pricing schedule in Annexure D. The Pricing Rates will be used for internal analysis, and will form part of future engagement with the successful bidders as and when the services are required:

- In the event that SARS, at its sole discretion, is of the opinion that a calculation error may have occurred on the bidder's Pricing Schedule, clarification will be sought from such bidder.

#### Stage 2 – B-BBEE Evaluation (20 points)

| Adjudication Criteria  | Points |
|--|--------|
| A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate (B-BBEE Certificate and/or submission of SBD 6.1) | 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 bidders scoring zero for B-BBEE.

| Turnover                          | Classification                           | Submission Requirement  |
|-----------------------------------|--|---|
| Exempted Micro Enterprise (EME)   | Below R10 million p.a.                   | Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory Board for Auditors ("IRBA") or a letter from an Accounting Officer as contemplated in the CCA. |
| Qualifying Small Enterprise (QSE) | Between R10 million and R50 million p.a. | Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.   |
| Large Enterprise (LE)             | Above R50 million p.a.                   | Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.   |

Bidders who do not claim Preference Points will be scored zero for BEE and cannot be excluded from the tender process.

SARS will accept B-BBEE Certificate issued on the revised B-BBEE Codes.

- **Use and acceptance of Affidavits**

All companies will need to request the information which proves Black Ownership and Turnover in addition to the Affidavit, or request that their EME/QSE suppliers be verified and have this confirmed on the Affidavit.

SARS reserves the right to request that bidders submit their Black ownership and turnover information in support of their Affidavits.

- **Joint Ventures 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.

- **Sub-contracting**

Bidders who want to claim Preference points will have to comply fully with regulation 11(8) and 11(9) of the PPPFA Act with regard to sub – contracting:

- **Regulation 11(8)**

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

- **Regulation 11(9)**

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

Bidders must submit concrete proof of the existence of joint ventures and/or sub-contracting arrangements. SARS will accept signed agreements as acceptable proof of the existence of a joint venture and/or sub-contracting arrangement.

The joint venture and/or sub-contracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or sub-contracting 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 and/or sub-contracting arrangement.

#### **14. CONDITIONS APPLICABLE TO APPOINTMENT**

- 14.1 Regular monthly written feedback must be given to the Chief Officer: Digital Information Services and Technology, or his/her nominee on all matters received from the SARS with the service provider, at no costs to the SARS.
- 14.2 In the event that a firm or consultants merge with a firm which is not on SARS' Panel, the inclusion of such merged firm on the SARS' Panel will be subject to the written approval of the Chief Officer: DIST, or his/her nominee and it will further be subject to the following conditions:
- The merged firm must submit a letter of acceptance of SARS' tender conditions.
  - A profile as per paragraph 10.5.1 of this specification must be submitted.
  - The merged firm must meet the pre-evaluation requirements as per paragraph 13.1.
- 14.3 Payment of consultancy fees by SARS will be effected within 30 (thirty) days from date of receipt of an acceptable invoice.
- 14.4 SARS reserves the right not to include a Bidder on SARS' Panel of IT Consultancy and Related Service Providers and reserves the right to only appoint a bidder to the IT Consultancy and Related service category/ies according to the Bidder's area/s of expertise.
- 14.5 SARS further reserves the right during the term of this contract, if necessary, to appoint a firm of IT Consultancy and Related Services outside the approved Panel of IT Consultancy and Related Service Providers for purposes of rendering the services to SARS, subject to the necessary procurement processes being followed.

#### **15. AGREEMENTS**

##### **15.1 GENERAL CONDITIONS OF CONTRACT**

Any award made to a bidder under this bid is conditional, amongst others, upon –

- 15.1.1 The bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter

into a contract with the successful bidder.

- 15.1.2 The bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the bidder.

## 15.2 **MASTER SERVICES AGREEMENT**

The Master Services Agreement constitutes the specialised terms and conditions upon which SARS is prepared to contractually engage the prospective Bidder(s) to render the services under this bid. Bidders are requested to:

- 15.2.1 Indicate their acceptance of the terms and conditions set out in the Master Services Agreement, alternatively to propose required changes to such terms and conditions;
- 15.2.2 Each comment and/or amendment must be fully explained; and
- 15.2.3 All changes and/or amendments to the Master Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

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.

## 15.3 **SPECIAL CONDITIONS OF THIS BID**

### 15.3.1 **SARS reserves the right:**

- 15.3.1.1 Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 15.3.1.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO);  
To accept part of a bid rather than the whole bid;
- 15.3.1.3 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;
- 15.3.1.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid; and
- 15.3.1.5 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

#### **15.3.2 SARS requires bidder(s) to declare:**

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

Confirm that the bidder(s) shall:

- 15.3.2.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
- 15.3.2.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 15.3.2.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 15.3.2.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 15.3.2.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 15.3.2.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 15.3.2.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 15.3.2.8 Ensure that any information acquired by the bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

#### **15.3.3 Conflict of Interest, Corruption and Fraud**

- 15.3.3.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
- 15.3.3.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 15.3.3.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 15.3.3.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 15.3.3.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 15.3.3.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 15.3.3.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 15.3.3.8 Ensure that any information acquired by the bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

#### **15.3.4 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.



#### **15.3.5 Misrepresentation during the Lifecycle of the Contract**

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

It follows therefore that misrepresentations in a bid 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 services in question. In the event of a conflict between the bidder's proposal and the Services Agreement concluded between the parties, the Services Agreement will prevail.

#### **15.3.6 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 bidder in the preparation of their response to this bid.

#### **15.3.7 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.

#### **15.3.8 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.

#### **15.3.9 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.

#### **15.3.10 Tax Compliance**

No tender shall be awarded to a bidder who is not tax compliant. 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, or has submitted a fraudulent Tax Clearance Certificate (TCC) to SARS. 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. The bidder will be required to submit a TCC upon expiration thereof, annually.

#### **15.3.11 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.

#### **15.3.12 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 High 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.

#### **15.3.13 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 11.3.2 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.

#### **15.3.14 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 bid proposal(s) will be disclosed by any bidder or other person not officially involved with SARS' examination and evaluation of a bid.

No part of the bid 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 bid. This bid 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 there from.

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 bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

#### **15.3.15 Intellectual Property Rights**

Subject to pre-existing intellectual property rights of the bidder and/or any third party, all intellectual property right to literary works created in the course of executing the services contemplated in this RFP shall vest exclusively in SARS. By bidding, bidders irrevocably agree to transfer, make over and assign to SARS such relevant intellectual property rights.

#### **15.3.16 SARS Proprietary Information**

On their bid covering letter, bidder(s) will make a declaration 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.

#### **15.3.17 Screening and Vetting of Service Provider**

Acceptance of this tender is subject to the condition that both the contracting firm 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 contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

## 16. TECHNICAL EVALUATION CRITERIA

**Table 16A: ANNEXURE A1 - TECHNICAL EVALUATION SCORECARD**

| No.      | Technical Evaluation Criterion  | Weight<br>100 | RFP Doc.<br>Reference   |
|----------|---|---------------|-------------------------|
| <b>1</b> | <b>Company profile</b>  | <b>20</b>     |                         |
|          | <p>Bidder should provide in their response, the following but not be limited to:</p> <ul style="list-style-type: none"> <li>A company profile that demonstrates the companies experience in providing services of this nature;</li> <li>Full contact details of the key contact person/Account Manager.</li> </ul>  |               | Refer to Section 10.5.1 |
| <b>2</b> | <b>Capability</b>   | <b>40</b>     |                         |
|          | <p>Bidder should provide in their response, the following but not be limited to:</p> <ul style="list-style-type: none"> <li>A schedule (see Annexure C) of the bidder's experience and proven track record over the past five (5) years, in respect of IT support services, consultancy or turnkey solution. Information provided must be related to the category the bidder is bidding for as per paragraph 10 of this document.</li> </ul> <p>The schedule must include for each client the following information:</p> <ul style="list-style-type: none"> <li>Client Name;</li> <li>Contact person, phone number, business address;</li> <li>Contract period;</li> <li>Description of the project;</li> <li>Challenges; and</li> <li>Lessons learned.</li> </ul> <p>SARS reserves the right to contact the clients for a reference check. It is therefore important to ensure that the clients on the schedule are contactable.</p> |               | Refer to Section 10.5.2 |
| <b>3</b> | <b>Skill Transfer</b>   | <b>20</b>     |                         |
|          | Demonstrate how transfer of relevant knowledge and skills will be implemented to SARS personnel on consulting related projects.   |               | Refer to Section 10.5.3 |
| <b>4</b> | <b>References</b>   | <b>20</b>     |                         |

| No. | Technical Evaluation Criterion  | Weight<br>100 | RFP Doc.<br>Reference         |
|-----|---|---------------|-------------------------------|
|     | Bidder should provide two (2) contactable testimonial letters from current / recent clients (not older than 5 years) for each category that the bidder has tendered for to whom similar services are being/have been provided. The testimonial letters must be on a company letterhead and include the following: company name, contact name, address, phone number, and duration of contract, a brief description of the services rendered and the level of customer satisfaction. |               | Refer to<br>Section<br>10.5.4 |