

REQUEST FOR PROPOSAL

RFP 15/2012

SARS OFFSITE STORAGE FOR DOCUMENTS

Summary, Guidelines, Conditions and Instructions

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Summary, Guidelines, Conditions and Instructions

The South African Revenue Service (“**SARS**”) invites certain qualified persons/entities (“**Bidders**”) to submit tenders and proposals (“**Tenders**”) in accordance with the rules set out in this Request for Proposal (“RFP”) for the supply of the following service:

- The provision of **Offsite Storage for Documents** to SARS during the term of the agreement –
- Bidders are specifically required to deliver the following Services to SARS in terms of this tender –
 - supply and deliver Stock Boxes to SARS;
 - collect SARS Materials from the applicable Service Sites;
 - store SARS Materials at its storage facility;
 - retrieve SARS Materials from its storage facility;
 - destroy SARS Materials (only if specifically requested by SARS); and
 - scan SARS Materials (only if specifically requested by SARS).

SARS reserves the right to appoint more than one (1) bidder per Region.

Proposals may be submitted by Bidders for any one region or for any combination of the following six regions (collectively, the “**Regions**” or individually “a **Region**”):

Region 1	Gauteng Province
Region 2	Northern Cape Province & Western Cape Province
Region 3	North West Province& Free State Province
Region 4	Eastern Cape Province
Region 5	Kwa-Zulu Natal Province
Region 6	Mpumalanga Province& Limpopo Province

1 STRUCTURE OF THE RFP PACK

1.1 Structure

This RFP Pack is organised in 4 (four) sections consisting of 1 (one) or more documents in each section.

Section	Description of section contents
1	This RFP Summary, Guidelines, Instructions and Conditions document; Bidders conference registration forms; Standard Bid Documents (“SBDs”) These documents are required by SARS Procurement and National Treasury to be read, completed, signed and/or initialled (as applicable) and returned as part of the Bidder's Tender response.
2	The proposed agreement under which SARS wishes to contract the services/acquire the commodity/solution (SLA); Service Levels; A List of SARS Offices; SARS Oath of Secrecy

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3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to prepare and submit a Tender response.
4	Response templates. Templates that are required to form part of the Bidder's Tender response; Checklist Template

Each document in the RFP pack is identified by the following convention:

SARS RFP 15/2012 <s>-<n> <document name>

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

1.2 RFP Pack Contents

Section	Document filename	Description of contents
1	1A SARS RFP 15-2012 Offsite Storage for Documents Summary Guidelines Instructions and Conditions.doc	<ul style="list-style-type: none"> Main Document
	1B SARS RFP 15-2012 Offsite Storage for Documents Standard Bidding Documents (SBD's)	<ul style="list-style-type: none"> SBD'S
2	2A SARS RFP 15-2012 Offsite Storage for Documents SARS Service Agreement	<ul style="list-style-type: none"> SARS Service Agreement
	2B SARS RFP 15-2012 Offsite Storage for Documents Service Level Descriptions (Attachment A)	<ul style="list-style-type: none"> Service Levels Descriptions
	2C SARS RFP 15-2012 Offsite Storage for Documents listing of all SARS Offices (Attachment B)	<ul style="list-style-type: none"> A list of SARS Offices
	2D SARS RFP 15-2012 Offsite Storage for Documents Oath of Secrecy (Attachment C)	<ul style="list-style-type: none"> Oath of Secrecy
3	3A SARS RFP 15-2012 Offsite Storage for Documents Business Requirements Specification	<ul style="list-style-type: none"> Business Requirements Specification
	3B SARS RFP 15-2012 Offsite Storage for Documents Technical Responses (Attachment D)	<ul style="list-style-type: none"> Technical Responses
4	4A SARS RFP 15-2012 Offsite Storage for Documents Pricing Responses	<ul style="list-style-type: none"> Pricing Response
	4B SARS RFP 15-2012 Offsite Storage for Documents Checklist Template (Attachment F)	<ul style="list-style-type: none"> Checklist Template

2 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time	End Date/Time
1.	RFP is published	2 November 2012	3 December 2012
2.	RFP issued	6 November 2012	3 December 2012
3.	Bidders briefing session	13 November 2012	N/A
4.	Bidders to submit written questions	14 November 2012	23 November 2012
5.	SARS to respond to written questions	16 November 2012	29 November 2012
6.	Tenders due (" Closing Date ")	N/A	3 December 2012 at 11h00

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's sole 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. The Bidder accepts that, if SARS extends the deadline for RFP submission (the Closing Date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

3 CONTACT PERSONS

All communications to SARS must be addressed to Tender Office at:

- e-mail: tenderoffice@sars.gov.za
- fax number: 086 612 8509

Communications sent by SARS will only be regarded as official communication if sent from the SARS Tender Office.

4 SARS'S REQUIREMENTS

4.1 Introduction

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

4.2 Timely Delivery

The effective and timely delivery and/or implementation of the Service for the Offsite Storage of Documents is critical to SARS.

5 SARS'S APPROACH TO THIS RFP

5.1 Objectives

SARS's primary objective in issuing this RFP is to conclude 1 (one) or more service agreements with successful Bidders that will achieve the following:

- 5.1.1 best value for money;
- 5.1.2 the sustainable supply of Offsite Storage for Documents;
- 5.1.3 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs as they relate to the scope;
- 5.1.4 a successful contractual relationship between the parties that is flexible and highly responsive to SARS's changing requirements over the Term;
- 5.1.5 provision to SARS of the services in a manner that is intended to create and maintain a high level of client satisfaction, in line with agreed service levels;
- 5.1.6 cost savings for SARS without any degradation in the Services or in the quality of the Goods procured;
- 5.1.7 providing opportunities to small and medium-sized businesses which are compliant with the Broad-Based Black Economic Empowerment, 2003 (Act No. 53 of 2003) its Regulations and Practice Codes.
- 5.1.8 Any award made to a Bidder under this RFP is conditional, amongst others, upon -
 - 5.1.8.1 SARS and such Bidder concluding a comprehensive written contract regulating the specific terms and conditions applicable to the **Offsite Storage for Documents**.
- 5.1.9 The proposed Services Agreement is set out in SARS RFP 15/2012 2-1 Service Agreement.doc of this RFP and reflects the minimum terms and conditions upon which SARS proposes to contract with a successful Bidder

- 5.1.10 The Bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SARS relies upon the Bidder's Tender as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder. It follows therefore that misrepresentations in a Tender may give rise to a claim by SARS against the Bidder notwithstanding the conclusion of a Services Agreement between SARS and the Bidder for the provision of the Service in question. In the event of a conflict between the Bidder's proposal and the Services Agreement concluded between the parties, the Agreement will prevail.
- 5.1.11 SARS issues this RFP on the assumption that the term of the Offsite Storage for Documents Services Agreement will be for a period of a period of 5 (five) years, which may in SARS's sole discretion be extended for a period of 1 (one) year and SARS may exercise this discretion twice.
- 5.1.12 SARS reserves the right to defer the commencement date of the Services or any component of the RFP scope.
- 5.1.13 The Bidder's Pricing Proposal, other than regulated tariff-based pricing, must be firm 12 (twelve) Months after award, provided that the Bidder will give SARS the benefit of any price decreases that become effective during the aforesaid validity period.
- 5.1.14 In the event that the successful Bidder fails to sign the proposed Services Agreement as negotiated between the parties after award of the Tender within 21 (twenty-one) days, or such longer period as may be determined by SARS, of SARS calling upon it in writing to do so, SARS reserves the right to cancel the award to the Bidder and/or enter into negotiations with Reserve Bidder(s) and conclude the contract with such Reserve Bidder(s) to the exclusion of the successful Bidder, or to take any other action SARS deems reasonable, necessary and just in the circumstances.

5.2 Model of service supply

While details of the model of service supply are specified in **SARS RFP 15/2012 3-1 Business Requirements Specification.doc**, the Bidder's attention is drawn to the following disclaimers and rights that are specifically reserved by SARS, such rights and disclaimers being fundamental to the model of service supply:

- 5.2.1 Bidders will be appointed to provide an **Offsite Storage for Documents** service to SARS on a non-exclusive basis. SARS reserves the right to contract with other service providers to supply the Service that are similar or identical to those that fall within the scope of this RFP, alternatively to provide the Service itself;
- 5.2.2 In the event that a successful Bidder is not able to meet the service levels as set out in SARS RFP 15/2012 2-2 Service Levels.doc, SARS reserves the right to appoint another service provider to provide all or some of the Services that fall within the scope of this RFP, to the exclusion of the successful Bidder;
- 5.2.3 SARS cannot guarantee that minimum quantities of commodities and/or services will be ordered from successful Bidders;
- 5.2.4 SARS cannot guarantee that orders placed with successful Bidders for

commodities and/or services will have minimum values; and

- 5.2.5 SARS cannot guarantee that Bidders who are placed on a panel of service providers will receive equal amounts of orders for commodities or instructions for services, or that such orders or instructions will be equal or similar in value to one another.

6 BIDDING QUALIFICATION

6.1 Introduction

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

- 6.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 6.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations, 2011; and
- 6.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 6.1.4 consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM").

In furtherance of this evaluation methodology, the following bidding qualifications set out further in this paragraph 6 will apply.

6.2 Bidding Qualification

- 6.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 6.2.1.1 to 6.2.1.5 should not submit bid proposals. If a Bidder is found not to meet any 1 (one) of the requirements listed in paragraphs 6.2.1.1 to 6.2.1.5 then that Bidder's Tender will be rejected without any further consideration.
- 6.2.1.1 SARS is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, SARS reserves the right not to consider Tenders submitted by a consortium or a special purpose vehicle constituted only for the purpose of responding to this RFP.
 - 6.2.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) / have a local branch office / or local representation in South Africa.
 - 6.2.1.3 The Bidder must be fully tax compliant and must submit a valid Tax Clearance Certificate as part of its Tender. The Bidder's attention is further

drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the term of the Services Agreement, and a failure to do so will be a material breach of the Services Agreement.

- 6.2.1.4 The Bidder as well as any subcontractors it may appoint must be compliant in terms of having the required certifications, licences, permits and/or accreditations required by South African regulatory bodies for the provision of the Services for which the Bidder is submitting a Tender. The Bidder must submit copies of all certifications, licences, permits and/or accreditations required to deliver the Services.
- 6.2.1.5 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to tax legislation, labour legislation and bargaining council agreements (if applicable), health and safety regulations and environmental laws.
- 6.2.2 Subject to sub-paragraph 6.2.3 below, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% (fifteen percent) interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):
 - 6.2.2.1 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;
 - 6.2.2.2 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;
 - 6.2.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
 - 6.2.2.4 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;
 - 6.2.2.5 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;
 - 6.2.2.6 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;

- 6.2.2.7 has in the past engaged in any matter referred to in sub-paragraphs 6.2.2.1 to 6.2.2.6 foregoing; or
- 6.2.2.8 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.
- 6.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 6.2.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 6.2.2.7 foregoing may, prior to submitting a Tender, approach SARS in writing for an exemption as foresaid, in which event:
 - 6.2.3.1 the Bidder is required to provide SARS with full information to enable SARS to consider such application for exemption; and
 - 6.2.3.2 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's discretion.
- 6.2.4 By submitting a Tender the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 6.2.1 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 6.2.3 foregoing.
- 6.2.5 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 6.2.6 SARS may disqualify a Bidder:
 - 6.2.6.1 whose Tender contains a negligent misrepresentation which is materially incorrect or misleading;
 - 6.2.6.2 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 a 15% (fifteen percent) interest in the Bidder other than through shares listed on a recognised stock exchange), directors or members of senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any 1 (one) or more such persons;
 - 6.2.6.3 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;
 - 6.2.6.4 who fails to attend for the full duration of a compulsory Bidders' briefing session or information session referred to in paragraph 7;
 - 6.2.6.5 who had access to any of SARS's 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 in respect of this RFP;

- 6.2.6.6 who materially fails to comply with any conditions or requirements of this RFP;
- 6.2.6.7 who in SARS's opinion has either materially 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 and has continued to fail to comply and/or perform unsatisfactorily after being called upon by SARS to remedy its non-compliance and/or poor performance under the agreement; or
- 6.2.6.8 who fails to respond as required to written notices given by SARS in connection with its Tender under this RFP.

7 BID PREPARATION AND SUBMISSION

7.1 Preparation and Information Process

To enable a Bidder to attain a reasonable degree of knowledge of SARS's requirements, SARS intends to hold a non-compulsory Bidders' briefing session and provide for the submission of written questions by the Bidders to SARS. In this regard:

- 7.1.1 Bidders may attend the Bidders' briefing session that will take place on the date and at the time reflected in the table in paragraph 2, the venue for which is SARS's Sandton Office, Megawatt Park, Maxwell Drive, Sunninghill, 2128 at SARS Main Auditorium.
- 7.1.2 Each prospective Bidder may send at least 1 (one) representative [the maximum number of representatives for each Bidder is 3 (three)] to the Bidders' briefing session. Bidders will be required to sign the following documents at the briefing session:
 - 7.1.2.1 the Bidders' Briefing session registration form; and
 - 7.1.2.2 the SARS Oath of Secrecy / Solemn Declaration, completed and signed by each representative of the Bidder attending the Bidders' Briefing session, duly stamped and signed by a Commissioner of Oaths. (Proof of identity is required)
- 7.1.3 Bidders must ensure that the attendance register at the Bidders' briefing session is completed and signed by each of the Bidder's authorised representatives in accordance with the prescribed procedures at the briefing session, failing which the relevant representative/s will be regarded as not having attended the briefing session and the Bidder may be disqualified under paragraph 6.2.6.4.

Upon attendance at the Bidders' briefing session, representatives of a Bidder will be given the opportunity to register the Bidder's intent to submit a Tender in response to the RFP and must, in such event, register an email address that may be used by SARS for all subsequent official RFP-related communications to the Bidder. SARS will not be responsible for verifying the correctness of any of the email addresses furnished by Bidders. It is the Bidder's responsibility to ensure that all telephone, fax and email

numbers and addresses are valid and that telephones, fax machines and/or emailboxes are monitored on a daily basis. SARS may elect to exclusively communicate by email and will bear no responsibility to monitor the success or failure of the delivery of emails sent to Bidders' email addresses. All emails sent by SARS will be assumed to have been received and read by the Bidder. A Bidder's failure to respond to or to take the required actions requested by email and sent to a Bidder's registered address may lead to the Bidder's disqualification.

- 7.1.4 The Bidder's representatives will be afforded the opportunity to direct questions to the members of the SARS team who are present at the Bidders' briefing session. SARS may elect to respond to questions verbally during the Bidders' briefing session or may elect only to respond in writing after the Bidders' briefing session via the SARS's website.
- 7.1.5 Following a compulsory Bidders' briefing session, SARS will only answer questions sent from an email address registered to a Bidder in terms of paragraph 7.1.4 above that it receives at **tenderoffice@sars.gov.za**, provided that SARS will not be obliged to answer a question should it choose not to do so. Where SARS responds to a question, it will do so by email and will provide all Bidders with a copy of the question and the corresponding response by publishing both the question and answer on SARS's website at **sars.gov.za**. The identity of Bidders who direct questions to SARS will not be disclosed by SARS in such responses.
- 7.1.6 Depending on SARS's evaluation of the nature and extent of Bidders' questions in terms of the foregoing paragraph, SARS may schedule additional information sessions.
- 7.1.7 SARS reserves the right to schedule either optional or compulsory site inspections, should it become apparent to SARS that it is necessary.

7.2 TENDER SUBMISSION

- 7.2.1 Tender documents may either be posted to the Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address.
- 7.2.2 Tender documents will only be considered if received by the Tender Office before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS as set out in paragraph 7.2.1 above.
- 7.2.3 Late tenders will not be considered under any circumstances whatsoever and shall be returned to bidders unopened, after being recorded by the Tender Office as such.
- 7.2.4 Prior to submission the Bidder must check the numbering of the pages of its Tender and satisfy itself that none are missing or duplicated. The Bidder must submit a signed checklist in accordance with the instructions contained in paragraph 10 regarding the completion and inclusion of the template **RFP 15/2012**

4-2 Tender Submission Checklist.doc. No liability is accepted by SARS in regard to Tenders which have missing or duplicated pages and SARS is under no obligation to draw any such defect to the attention of the Bidder.

- 7.2.5 In this RFP document the terms “shall”, “will” and “must” indicate a mandatory requirement. Bidder compliance with mandatory requirements are essential. Failure to comply with such requirements can lead to the disqualification of a Bidder. The terms “should” or “may” indicate desirable or advisory requirements. Bidder compliance with such terms may lead to an increase in a Bidder’s technical score.
- 7.2.6 All documents must be signed by a duly authorised signatory on behalf of the Bidder and initialled on every page where a full signature is not required. A signatory’s authority to sign must appear from supporting documentation such as a copy of a board resolution duly authorising the signatory to sign the tender documents on behalf of the company. The Bidder must sign and/or intital (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.
- 7.2.7 All tender documents must be submitted in original, hard copy format as well as on a compact disc (CD) / flash drive in the requisite document format. Tender documents transmitted to SARS by facsimile or email will not be accepted as valid tenders.
- 7.2.8 All Tenders and supporting documentation must be submitted in English.
- 7.2.9 SARS reserves the right to retain the Bidder’s proposal for audit purposes. SARS will return the Bidder’s proposal only upon written request being made to SARS and on condition that the Bidder tenders the cost of making the necessary photocopies for SARS’s records.
- 7.2.10 All costs incurred during the preparation and compilation of a Bidder’s proposal, as well as the delivery of a Bidder’s tender documents to SARS will be borne exclusively by the Bidder
- 7.2.11 Tenders shall remain valid for a minimum period of **180 days** from the Closing Date.

7.3 TENDER COMPLIANCE

The Bidder must ensure that all provisions and instructions in this paragraph 7 and paragraph 10 for the completion and submission of a Tender are followed in detail.

- 7.3.1 The Bidder’s attention is drawn to the following documents which are required as part of a Bidder’s Tender and which, if omitted, may result in that Tender being disqualified:
 - 7.3.1.1 a current, valid Tax Clearance Certificate;
 - 7.3.1.2 audited/reviewed financial statements for the past 3 (three) financial years;

or if in business for less than 3 (three) years, such period as may be applicable;

- 7.3.1.3 all SBD documents included in Section 2 of this RFP pack, duly completed as instructed, signed and initialled by the Bidder where so required;
 - 7.3.1.4 a valid BEE certificate issued by an accredited rating agency, or if the Bidder does not have a BEE certificate the Bidder must complete all applicable BEE forms as included in this RFP pack **SARS RFP 15/2012 1-2 Standard Bidding documents**; and
 - 7.3.1.5 SARS's Oaths of Secrecy (**SARS RFP 15/2012 Oath of Secrecy.pdf**) duly completed, initialled and signed (where applicable) by each member of the Bidder's Bid team in the presence of a Commissioner of Oaths and bearing the Commissioner's official stamp and signature.
 - 7.3.1.6 at least 3 (three) customer references from different customers to whom the Bidder has provided, or is providing similar services to the Services for which the Bidder is submitting a Proposal.
- 7.3.2 SARS may reject a Tender which:
- 7.3.2.1 is conditional on SARS's acceptance of substantial deviations from the proposed contract included in this RFP;
 - 7.3.2.2 substantially deviates from the proposed contract included in this RFP;
 - 7.3.2.3 fails to commit to the key deliverables required by this RFP;
 - 7.3.2.4 does not contain the correct number of copies, or if copies are submitted in an incorrect format; or
 - 7.3.2.5 is non-compliant in any respect.
- 7.3.3 SARS may in its sole discretion decide to condone non-compliance by a Bidder with any of the administrative requirements set out in this RFP. In such an event SARS may allow the Bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as SARS may determine, of the Bidder being notified by SARS of such defect. Under no circumstances however will Bidders be allowed to make any material amendments or materially supplement their tender submissions after the stipulated Closing Date and time.

8 EVALUATION AND SELECTION

8.1 Process after Closing Date

After the Closing Date in paragraph 2:

- 8.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Tender, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose;

- 8.1.2 SARS may conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and/or production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS will evaluate the Bidder's proposal based on the limited information at hand;
- 8.1.3 no amendment/s may be made to a Tender, unless specifically permitted or requested by SARS;
- 8.1.4 SARS may shortlist Bidders and may request presentations from such short-listed Bidders. All costs relating to the preparation of such presentations will be borne by the Bidders;
- 8.1.5 SARS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective Tenders;
- 8.1.6 SARS will evaluate the Tenders with reference to SARS's Evaluation Criteria detailed in paragraph 8.3. SARS reserves the right to employ subject matter experts to assist in performing such evaluations. SARS reserves the right to review the scores of Bidders where inconsistencies are identified.

8.2 SARS's Pre-qualification Criteria

- 8.2.1.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Tender for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Tender complies with the provisions of paragraphs 6.2 and 7.3:
- 8.2.1.2 Where there is a failure to comply fully with any of the pre-qualification criteria, or SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:
 - 8.2.1.2.1 reject the Tender in question and not to evaluate it at all;
 - 8.2.1.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Tender so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as SARS may determine, of it being requested by SARS and is administrative in nature, as opposed to forming a material part of the Bidder's Tender Proposal;
 - 8.2.1.2.3 in any event permit the Tender to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Tender.

8.3 SARS's Evaluation Criteria

8.3.1 SARS's evaluation criteria provide for the accumulation of points for a Bidder's Tender based on the extent to which it:

- 8.3.1.1 can provide the requisite Service to meet SARS's requirements;
- 8.3.1.2 enables SARS to contain its risks
- 8.3.1.3 achieves SARS's Broad Based Black Economic Empowerment ("BBBEE") objectives, in which regard the Bidder's attention is drawn to the Preferential Procurement Regulations, 2011; and
- 8.3.1.4 is financially competitive.

SARS's evaluation of Tenders includes functionality as a criterion and hence the evaluation of Tenders will be conducted in a 2 (two) stage process.

8.3.2 In the first stage the assessment of functionality will be performed in terms of the following criteria:

Criterion	Points
Technical, Performance & Quality	100

Bidder's Tender will be evaluated for technical out of a possible 100 (one hundred) points. Only acceptable Tenders that score a number of points for functionality that is greater than or equal to the prescribed minimum threshold of **75 (seventy five)** points will proceed to the next stage of evaluation.

Where no bidder/s achieve the prescribed **75 (seventy five)** points, SARS at its own discretion reserves the right to appoint the highest scoring bidder for that particular region.

SARS may conduct site inspections on all the bidders who are shortlisted after technical evaluation to verify the information provided in their respective proposals.

8.3.3 In the second stage of the evaluation, Tenders that passed the prescribed technical threshold will be evaluated in terms of 90/10 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations, 2011.

Criterion	Points
BBBEE status	Up to 10
Price	Up to 90

After consolidation of BEE and Price the highest scoring bidders will be evaluated on financial stability.

The checklist below indicates the BBBEE documents that must be submitted for tenders, failure to submit will result in scoring zero for BBBEE.

Turnover	Classification	Submission Requirement
Below R5 million p.a	Exempted Micro Enterprise (EME)	BEE Rating Certificate or Letter from Auditors/Accounting Officer to verify that accredited EME and percentage of black ownership.
Between R5 million and R35 million p.a	Qualifying Small Enterprise (QSE)	BBBEE Rating Certificate from an Accredited Rating Agency
Above R35 million p.a	Large Entity (LE)	BBBEE Rating Certificate from an Accredited Rating Agency

- Joint Venture (JV) – Certificates of both companies must be included as illustrated.
- <http://www.thedti.gov.za/bee/notice32467.pdf> Notice from the Minister of Trade & Industry on the accredited verification agencies.
- http://www.sanas.co.za/directory/bbee_default.php List of SANAS Accredited Verification Agencies on behalf of the DTI.
- NB: Bidder(s) to note that Paragraph 10.2 of the Implementation Guide Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act No 5 of 2000 issued on the 1 December 2011 will be applicable to this RFP. The implementation guide states that a contractor is not allowed to subcontract more than 25% of the contract value to any other enterprise that does not have equal or higher BBBEE status level, unless the intended subcontractor is an EME that has the capability and ability to execute the sub contract.

Valid BEE and Tax Clearance Certificates of sub-contractors should be submitted

Points for the Price criterion will be calculated in accordance with the formula in section 6(1) of the Preferential Procurement Regulations, 2011.

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

- 8.3.3.1 the Bidder must ensure the completeness and accuracy of the pricing figures provided in the template;
- 8.3.3.2 the Bidder's authorised signatory must warrant that the electronic copy submitted to SARS and the hardcopy contain exactly the same information;
- 8.3.3.3 A Bidder's Proposal may be regarded as non-responsive if the electronic Pricing template response contains omissions; and

8.3.3.4 SARS, in its sole discretion, may regard the Bidder's Proposal as non-responsive if one or more of the pricing components of the Pricing response template provided in the Proposal are –

- not firm;
- subject to negotiation;
- subject to variation other than by mechanisms contemplated in the proposed contract;
- dependant on assumptions not provided by SARS in the RFP; or
- not reasonably determinable at the time of evaluation for any other reason.

The points accumulated for the BBBEE status criterion added to the points accumulated for the Price criterion will make up the Bidder's final score. The non-submission of any BBBEE documents will result in a score of zero for BBBEE status.

8.4 Process following evaluation

8.4.1 Following SARS's evaluation of the Tenders, SARS has the right to, inter alia, in its sole discretion:

- 8.4.1.1 undertake a Bidder clarification and/or Best and Final Offer (BAFO) process with regards to certain components of the Tender and/or the Tender as a whole;
- 8.4.1.2 shortlist 1 (one) or more Bidders who will be referred to as preferred Bidder/s;
- 8.4.1.3 identify 1 (one) or more Bidders who will be appointed as Reserve Bidders;
- 8.4.1.4 conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS reserves the right to withdraw a Bidder's status as a preferred or reserve Bidder; and/or
- 8.4.1.5 take any other action it deems appropriate.

8.4.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by SARS (including but not limited to sub-paragraphs **Error! Reference source not found.** to 8.4.1.5 foregoing), which in SARS's reasonable opinion justifies such revision.

8.4.3 Upon completion of its evaluations, SARS may select one or more preferred

Bidders for any one or more Regions

- 8.4.4 SARS will be under no obligation to select the Bidder with the highest number of points.
- 8.4.5 Upon an award, a successful Bidder will be required to enter into a Services Agreement with SARS in accordance with paragraph **Error! Reference source not found.** In this regard, SARS will enter into negotiations with the Bidder with a view to concluding a Services Agreement. SARS will be entitled to cease negotiating with a Bidder and to negotiate with another Bidder if SARS, in its sole discretion, is of the opinion that the Bidder –
- has made misrepresentations in its Proposal;
 - is attempting to withdraw from positions or commitments made in its Proposal;
 - is not negotiating in good faith; or
 - an agreement may not be expeditiously concluded with the Bidder for any other reason.
- 8.4.6 By submitting a Tender, the Bidder will not have any claim whatsoever against SARS in the event that:
- 8.4.6.1 such Tender is disqualified due to non-compliance by the Bidder with any of SARS's requirements; or
- 8.4.6.2 such Bidder disagrees with the results of the tender evaluations performed by SARS; or
- 8.4.6.3 a contract is awarded by SARS to a Bidder on terms and conditions that were negotiated after the award of the Tender and that differ from those set out in this RFP and/or the proposed contract attached to this RFP provided that such deviation is required in order to align the proposed contract with the accepted Tender.
- 8.4.5 SARS will inform unsuccessful Bidders in writing of the outcome of the tender process.
- 8.4.6 Debriefing sessions will take place upon written request being made to SARS by the Bidder, but only after SARS has appointed and engaged with the successful Bidder/s.

9 GENERAL CONDITIONS OF TENDER

9.1 Acceptance of RFP conditions

The Bidder's participation in the RFP process (including but not limited to registering for and/or attending the Bidders briefing session and/or information sessions, directing questions to SARS or submitting a Tender) is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

9.2 Reservation of rights

SARS reserves the right in its discretion to:

- 9.2.1 make no award or to award the Tender for only some of the required Services or to award the Tender for a specific Region;
- 9.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 9.2.3 not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;
- 9.2.4 change any of its requirements as set out in this RFP by notice to all prospective Bidders;
- 9.2.5 change any condition, procedure or rule of the RFP by notice to all prospective Bidders;
- 9.2.6 supplement any information contained in this RFP by notice to all prospective Bidders;
- 9.2.7 amend, vary, or supplement any of the terms contained in this RFP by notice to all prospective Bidders;
- 9.2.8 re-advertise for Tenders;
- 9.2.9 conduct site visits and/or perform audits on any Bidder whenever SARS deems it prudent to do so;
- 9.2.10 undertake further checks on Bidders, which may include information on public record or in the public domain;
- 9.2.11 take into account the service history of the Bidder should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder, or by any of the Bidder's directors, members or trustees. SARS reserves the right not to award the Tender to a Bidder whose track record (or that of any of its directors, members or trustees) with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to object;
- 9.2.12 to no longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 9.2.13 conduct Financial Statement Analysis only on the recommended Bidders after completion of the pricing and BEE evaluation stage. In this regard Bidders are referred to paragraph **Error! Reference source not found.** in terms of which Bidders are required to submit completed sets of audited/reviewed annual financial statements for 3 (three) periods, in the name of the bidding entity. (Submission of none or less than the required periods should be accompanied by a letter of explanation);
- 9.2.14 to award a Tender based on which Bidder is offering the best value for money, even if such Tender is not the lowest priced tender; and

- 9.2.15 to make the award subject to the successful Bidder entering into a Services Agreement with SARS on such terms and conditions as are acceptable to SARS.

9.3 Validity of information

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 to the Bidder or any third party for any inaccuracy, the 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.

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

9.4 RFP not an offer

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, employees, advisers and representatives) is a representation that SARS will offer, award or enter into a contract with the Bidder.

9.5 Preparation Costs

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender 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.

9.6 Conflict of Interest

If at any time the Bidder identifies an actual or potential conflict of interest, the Bidder must immediately notify SARS in writing. SARS reserves the right to exclude the Tender submitted by such Bidder from further consideration, unless the Bidder is able to resolve such conflict to SARS's satisfaction.

9.7 Indemnity

If a Bidder breaches the conditions 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. The Bidder's attention is drawn to paragraph 9.2.

9.8 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.

9.9 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 RFP and in particular the provisions of paragraph 9.10 below. 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,

9.10 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 RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of a Tender.

No part of the RFP may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. 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.

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

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

9.11 Intellectual Property

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

9.12 Limitation of Liability

A Bidder participates in this RFP 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 RFP process.

9.13 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 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.

9.14 National Treasury

No tender shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear 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.

9.15 Governing Law

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

10 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 10 details the instructions to Bidders for preparing a Tender response to **RFP 15-2012**. These instructions must be followed in detail to ensure that the information contained in the Bidder's Tender is correct, complete and well structured. All Tenders must comply with the requirements and instructions as set out in the RFP. Bidders must ensure that information and documentation supplied can be easily understood and thus, evaluated in a fair and consistent manner. Should a Tender be received that is not in the correct format, SARS reserves the right to reject the entire Tender or portions of the Tender 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 Tender.

10.1 Organisation of a Tender response

- 10.1.1 Irrespective of whether the Bidder is responding to portions of the Tender, or the Tender as a whole, the Bidder will be required to submit the following:

10.1.2 Based on the organisation described above, the Tender response must be presented as follows:

Section	Document filename	
1	Covering Letter and Checklist	<ul style="list-style-type: none"> • Covering Letter • Checklist Template
	All SBD's	<ul style="list-style-type: none"> • Standard Biding Documents Response Templates
2	2A SARS Service Agreement	<ul style="list-style-type: none"> • SARS Service Agreement
	2B Service Level Descriptions (SLD)	<ul style="list-style-type: none"> • Service Levels Descriptions Response Template
	2C Oath of Secrecy	<ul style="list-style-type: none"> • Oath of Secrecy
3	3A Technical Response	<ul style="list-style-type: none"> • Technical Response(s) Template
4	4A Pricing Section Electronic response to be submitted in CD1 and signed hardcopy.	<ul style="list-style-type: none"> • Pricing Response(s) Template