

REQUEST FOR PROPOSAL

SARS RFP 17/2012

NON-INTRUSIVE INSPECTION, SCANNING AND DETECTION SOLUTIONS

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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Summary, Guidelines, Conditions and Instructions

The South African Revenue Service (“**SARS**”) invites suitably qualified suppliers to submit proposals (“**Proposals**”) for Non-intrusive Inspection, Scanning and Detection Solutions in accordance with the rules set out in this Request for Proposal (“**RFP**”).

Suppliers (“**Bidders**”) may submit Proposals for solutions to one or more of the subdivisions of scope (“**Scanner Towers**”) set out below:

- | | |
|------------------------|---|
| Scanner Tower 1 | The supply, installation, maintenance and support of mail, parcel, hand luggage and baggage scanners . |
| Scanner Tower 2 | The supply, installation, maintenance and support of heavy parcel, palletised cargo and air cargo (Unit Load Device) scanning equipment . |
| Scanner Tower 3 | The supply, installation, maintenance and support of scanners that have the capability to scan vehicles (including cars; trailers; busses; and trucks) and containerised cargo . |
| Scanner Tower 4 | Any solution, potentially outside of the scope of the other Scanner Towers, related to SARS’s business requirements for non-intrusive inspection, scanning or detection, including: people scanners; rail and portal scanners; contraband detection devices; particle scanners; trace detection devices; ionising sniffers; scanners with specialised capabilities (e.g. multi-dimensional scanning; and automated detection); peripheral devices to enhance scanning solutions (e.g. CCTV cameras); and services related to the implementation or operation of scanning solutions (e.g. training; projects; project management; construction works). |

Following evaluation of the RFP, certain Bidders may be selected for appointment as preferred suppliers (“**Preferred Suppliers**”) within each of the Scanner Towers. Subject to an appointed Preferred Supplier’s adherence to the rules governing the appointment and maintenance of the Preferred Supplier status such Preferred Suppliers will be eligible to submit quotations in response to Request for Quotations (“**RFQs**”) issued by SARS within the Scanner Tower in which they have been appointed. Such RFQs may be issued by SARS, from time to time during the Term, as SARS’s business requirements for equipment and services arise within Scanner Tower(s).

1 GLOSSARY OF TERMS

1.1 General

Capitalised terms used in any document in the RFP pack will have the meanings given to them in the glossary table below in paragraph 1.3 unless the capitalised term has been defined within the document in which the capitalised term appears, in which case the definition in that document will be the meaning assigned to the capitalised term.

1.2 Construction

In this document, a reference to:

- 1.2.1 persons or entities, includes a reference to natural persons, any body corporate, association, trust, partnership or other entity or organization;
- 1.2.2 a person or entity, includes a reference to that person's or entity's successors or assigns;
- 1.2.3 the singular includes the plural and vice versa, unless the context otherwise requires;
- 1.2.4 capitalised terms that are not contained in the definitions set out below have the meaning assigned to them in Schedule A to the NISDS Agreement. Capitalised terms that are neither contained in the definitions set out below nor in the Glossary (Schedule A) to the NISDS Agreement have their generally understood meanings, or if the terms are technical in nature they will have their generally understood meanings in the security and information technology industries; and
- 1.2.5 the words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.

1.3 Glossary table

Administrative Services	has the meaning set out in paragraph 5.3.5
B-BBEE	Broad-Based Black Economic Empowerment
Best and Final Offer or BAFO	A process in which the qualified Bidders are engaged after evaluation of their Proposals to establish a refined understanding of the scope of the RFP with the objective of achieving optimised pricing.
Bid Bond	is a financial instrument lodged by the Bidder to secure its performance during the RFP process as more fully set out in paragraph 10
Bidder	is a prospective Preferred Supplier who submits a Proposal in respect of this RFP.
Briefing Session	means meeting(s) to be held with prospective Bidders
Closing Date	means the date set forth in the table of dates in paragraph 3.
Compulsory Briefing Session	means the Briefing Session, the details of which are set out in paragraph 8.2 and / or any other Briefing Session that SARS may schedule and deem compulsory.
Deliverables	has the meaning set out in paragraph 5.3.6
Government Entity	has the meaning set out in paragraph 6.2.2
NISDS or	means solutions consisting of the equipment and services

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NISD Solutions or Non-intrusive Inspection, Scanning and Detection Solutions	falling into the scope of the Scanner Towers as defined in paragraph 5.3.
Preferred Supplier	is a Bidder within a Scanner Tower who, following evaluation of RFP Proposals has been selected for appointment to Preferred status and who complies and remains in compliance with the rules and requirements to maintain Preferred Supplier status.
Proposal	is a response submitted by a Bidder to this RFP.
Reserve Supplier	means, for Scanner Tower 1,2 or 3, a Bidder whose Proposal has been evaluated in the second stage of evaluation in that Scanner Tower(see paragraph 9.3.3) but has been ranked immediately below those Bidders selected for appointment as Preferred Suppliers in that Scanner Tower.
Restricted Solution Work Order	has the meaning set out in paragraph 9.6
RFP	means this Request for Proposal, including all documents in the RFP Pack.
RFP Pack	means the collection of documents making up this RFP as listed in 2.2.
RFQ	means a Request for Quotation issued to Preferred Suppliers.
SARS	means an organ of the State established in terms of the South African Revenue Service Act, 1997 (Act No 34 of 1997) with its registered address located at its Pretoria Head Office, 299 Bronkhorst Street, Nieuw Muckleneuk, 0181, Republic of South Africa.
SBD	means the set standard bid documents as listed in section 2 of the table set out in paragraph 2.2.
Scanner Tower	means an area of scope of this RFP as defined in the introductory paragraph to this document.
SMME	Small, Medium and Micro Enterprise
Subcontractor	means a third party to whom Supplier subcontracts or otherwise delegates any Supplier obligations to perform any of the Deliverables (including subcontractors of a Subcontractor) provided that such third party has been approved for such purpose by SARS in accordance with the NISDS Agreement.
Supplier	means a Preferred Supplier who has been engaged to supply equipment and / or services by appointment through the RFQ process.
Tax Clearance Certificate	means a certificate issued by SARS indicating the tax compliance status of the taxpayer named on the certificate.
Term	Means, subject to the provisions of paragraph 5.9, the term of the NISDS Agreement which the Supplier(s) and SARS will enter into.

Unit Load Device or ULD	is a pallet or container used to load luggage or cargo on a wide-body or specific narrow-body aircraft.
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2 STRUCTURE OF THE RFP PACK

2.1 Structure

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

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

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

SARS RFP 17-2012 <s>-<n>-<t> <document name>

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

2.2 RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 17-2012 1-1 Main Document
	Registration Form	SARS RFP 17-2012 1-2 Bidder Registration Form
	Confidentiality and Secrecy Undertaking	SARS RFP 17-2012 1-3 Confidentiality and Secrecy Undertaking
	SARS Oath of Secrecy	SARS RFP 17-2012 1-4 SARS Oath of Secrecy
2	Invitation to Bid (SBD1)	SARS RFP 17-2012 2-1 Invitation to Bid (SBD 1)
	Tax Clearance (SBD 2)	SARS RFP 17-2012 2-2 Tax Clearance (SBD 2)
	Declaration of Interest (SBD 4)	SARS RFP 17-2012 2-3 Declaration of Interest (SBD 4)
	National Industrial Participation Program (SBD 5)	SARS RFP 17-2012 2-4 National Industrial Participation Program (SBD 5)
	Preference Points Claim Form (SBD 6.1)	SARS RFP 17-2012 2-5 Preference Points Claim Form (SBD 6.1)
	Declaration of Past SCM Practices (SBD 8)	SARS RFP 17-2012 2-6 Declaration of Past SCM Practices (SBD 8)
	Certificate of Independent Bid Determination (SBD 9)	SARS RFP 17-2012 2-7 Certificate of Independent Bid Determination (SBD 9)
	Supplier Cost and Risk Assessment Questionnaire	SARS RFP 17-2012 2-8 Supplier Cost and Risk Assessment Questionnaire

Section	Document name	Document filename
3	Business Requirements Specification	SARS RFP 17-2012 3-1 Business Requirements Specification
4	NISDS Agreement	SARS RFP 17-2012 4-1 NISDS Agreement
5	Pre-qualification Template – Scanner Tower x	SARS RFP 17-2012 5-1-x Pre-qualification Response Template Scanner Tower x
	Technical Template – Scanner Tower x	SARS RFP 17-2012 5-2-x Technical Response Template Scanner Tower x
	Contract Template – Scanner Tower x	SARS RFP 17-2012 5-3-x Contract Response Template Scanner Tower x
	Pricing Template – Scanner Tower x	SARS RFP 17-2012 5-4-x Pricing Response Template Scanner Tower x
	Proposal Checklist	SARS RFP 17-2012 5-5 Proposal Response Checklist
	Bid Bond Format	SARS RFP 17-2012 5-6 Bid Bond - required format

3 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time	End Date/Time
1.	RFP is published	18 January 2013	20 January 2013
2.	RFP issued	21 January 2013	21 January 2013
3.	Compulsory Briefing Session	9:00am 31 January 2013 (Registration process starts at 9:00am, the presentation starts at 10:00am)	13:00 31 January 2013
4.	Bidders to submit written questions	31 January 2013	15 February 2013
5.	SARS to respond to written questions	8 February 2013	19 February 2013
6.	Proposal due (the “Closing Date”)	9:00am 25 February 2013	11:00am 25 February 2013

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 discretion. A time or date determined by SARS in this RFP does not create an obligation on the part of SARS to take any action, or create any right in any way for any Bidder to demand that any action be taken on the date established, or on any other date. The Bidder accepts that if SARS extends the deadline for RFP submission for any reason the requirements of this RFP apply equally to the extended deadline.

4 CONTACT PERSONS

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

RFP17-2012@sars.gov.za;

Communications sent by SARS must only be regarded as official communication if sent from the above email address or if sent by a SARS official: duly authorised by the SARS Executive: Procurement

5 OVERVIEW OF SARS'S REQUIREMENTS

5.1 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.

Over the past 10 (ten) years SARS has deployed 17 (seventeen) baggage scanners at various border posts and a motorised container scanner that is being utilised at the Durban harbour.

5.2 Business Objectives of SARS's Requirements

The main aims of the acquisition of Non-intrusive Inspection, Scanning and Detection Solutions are to:

- increase successful detection of undeclared, mis-declared, restricted and prohibited goods through the utilisation of scanner solutions;
- avoid unnecessary manual inspections which will reduce the impact on trade;
- ensure greater operational efficiency by reducing dependency on human resources for inspections;
- store and retrieve scanned images thus being able to conduct audits on the inspection process;
- link scanned images with case management processes and
- provide operations and management with comprehensive reporting.

Additionally SARS is seeking specific solutions to provide the ability to:

- deploy a scanning capability rapidly at any geographic location as required by business, including remote locations with little or no infrastructure.
- relocate a scanning capability easily due to changing business priorities.

In order to achieve the above objectives SARS is seeking to engage suppliers through this RFP process and subsequent RFQ processes to ensure the procurement of best in class solutions, including solutions that will facilitate the non-intrusive:

- inspections of mail; parcels; hand luggage; baggage; palletised cargo, ULDs, vehicles (including busses); trucks; trailers, containers; containerised cargo; people; rail stock and general object surfaces;
- detection of restricted and prohibited goods by the recognition of organic versus inorganic items; displaying the shape of the item; and the chemical make-up of an item to assist in the identification of, amongst others, narcotics; dutiable goods; tobacco products; currency; trafficked humans and animals; weapons; explosives; and sources of radiation; and
- automated identification of as broad a range of restricted and prohibited items as possible.

5.3 SARS's Requirements for the Provision of Non-intrusive Inspection, Scanning and Detection Solutions

While the details of the required Deliverables are contained in the Business Requirements Specification, document the following is a high level summary of SARS's requirements for Non-intrusive Inspection, Scanning, and Detection Solutions:

5.3.1 Scanner Tower 1

SARS requires Supplier(s) to supply, install, maintain and support: **mail, parcel, hand luggage and baggage scanners**. The services required to be performed in respect of such scanner equipment includes the:

- Planning for implementation, delivery and commissioning of the in scope equipment scanners
- maintenance and break-fix activities during the lifetime of the scanning equipment
- support services for the equipment including moves, adds, changes, and decommissioning
- solution training services
- enhancement, customisation, development and integration services relating to the software and systems
- ancillary services relating to the effective operation of equipment including transport; minor works; signage; cabling etc.

The Supplier will be required to provide the equipment and / or variants of configurations as set out in the Business Requirements Specification. The Supplier will be required to provide the services set out above for the life-cycle of the equipment.

5.3.2 Scanner Tower 2

SARS requires Supplier(s) to supply, install, maintain and support: **heavy parcel, palletised cargo and air cargo (Unit Load Device) scanning equipment**. The services required to be performed in respect of such scanner equipment includes the:

- planning for implementation, delivery and commissioning of the in scope equipment scanners
- maintenance and break-fix activities during the lifetime of the scanning equipment

- support services for the equipment including moves, adds, changes, and decommissioning
- solution-specific training services
- enhancement, customisation, development and integration services relating to the software and systems
- ancillary services relating to the effective operation of equipment including transport; minor works; signage; cabling etc.

The Supplier will be required to provide the equipment and / or variants of configurations as set out in the Business Requirements Specification. The Supplier will be required to provide the services set out above for the life-cycle of the equipment.

5.3.3 Scanner Tower 3

SARS requires Supplier(s) to supply, install, maintain and support scanners having the capability to scan **vehicles (including cars; trailers; busses; and trucks) and containerised cargo**. The services required to be performed in respect of such scanner equipment includes the:

- planning for implementation, delivery and commissioning of the in scope equipment scanners
- maintenance and break-fix activities during the lifetime of the scanning equipment
- support services for the equipment including moves, adds, changes, and decommissioning
- solution-specific training services
- enhancement, customisation, development and integration services relating to the software and systems
- ancillary services relating to the effective operation of equipment including transport; minor works; signage; cabling etc.

The Supplier will be required to provide the equipment and / or variants of configurations as set out in the Business Requirements Specification. The Supplier will be required to provide the services set out above for the life-cycle of the equipment.

5.3.4 Scanner Tower 4

SARS requires Supplier(s) to supply, install, maintain and support any solution related to SARS's potential business requirements for non-intrusive inspection, scanning or detection solution not specifically provided for in Scanner Towers 1, 2 or 3 in the following categories of requirements:

- People scanners
- Rail and portal scanners
- Contraband detection devices
- Particle scanners, trace detection devices, and ionising sniffers
- Peripheral devices to enhance scanning solutions (e.g. CCTV cameras)
- Non-product specific services related to the implementation or operation of scanning solutions (e.g. training; projects; project management; construction)

works), planning, delivery and commissioning of the in scope equipment scanners

- Scanner solutions with specialised capabilities (e.g. multi-dimensional scanning, backscatter x-ray solutions) which are not found in Towers 1, 2 or 3 or those that do not fall into one of the other categories of requirements

Where relevant the associated scope of services required may include:

- planning for implementation, delivery and commissioning of the solution
- maintenance and break-fix activities during the lifetime of the solution
- support services for the equipment including moves, adds, changes, and decommissioning
- solution-specific training services
- enhancement, customisation, development and integration services relating to the software and systems
- ancillary services relating to the effective operation of equipment including transport; minor works; signage; cabling etc.

The Supplier will be required to provide the equipment and / or variants of configurations as set out in the Business Requirements Specification. The Supplier will be required to provide the services set out above for the life-cycle of any equipment provided as part of solutions proposed.

5.3.5 Administrative Services

Certain services (the “Administrative Services”) are required of the Suppliers and Preferred Suppliers regardless of the NISD Solutions supplied under the Scanner Towers. These administrative services include:

- generic training services
- account management
- administration and reporting
- service management

5.3.6 Deliverables

The complete set of deliverables (the “Deliverables”) to be performed by a Supplier consists of the:

- delivery of NISD Solutions that may be awarded to the Supplier in RFQ process(es) one or more of the Scanner Towers 1,2,3 or 4 and for which Work Orders have been concluded with the Supplier; and
- Administrative Services as set out in paragraph 5.3.5.

5.3.7 General Notes regarding the Deliverables

SARS reserves the right to:

- 5.3.7.1 request ad hoc services within or related to the scope of the Deliverables;
- 5.3.7.2 exclude sites or elements of scope from the scope of Deliverables;
- 5.3.7.3 include additional sites in the scope of Deliverables;

- 5.3.7.4 direct that the Deliverables be delivered to other governmental departments or entities;
- 5.3.7.5 include additional services related to the Deliverables; and
- 5.3.7.6 require that the pricing of any new solutions proposed by a Preferred Supplier in response to new requirements arising during the Term be aligned with the pricing of Non-intrusive Inspection, Scanning and Detection Solutions already provided by the Preferred Supplier / Supplier under this RFP.

5.4 SARS's Current Model of Service Provision

SARS currently sources scanner equipment, maintenance and support services through a non-exclusive contract arising from RFP 12/2006. Equipment procured and support through RFP 12/2006 will continue to be maintained under the current contractual arrangements for the useful life of such equipment. SARS also maintains its inventory of baggage scanners through the ad hoc engagement of the original equipment manufacturer's local support arm.

Where there is a concurrency between the scope of RFP 12/2006 and the scope of this RFP and/or RFQ(s) issued under this RFP, at SARS's sole discretion, procurement may be made under this RFP; under RFP 12/2006 or as a competitive process incorporating Preferred Suppliers and supplier(s) under RFP 12/2006. This situation will only persist during the remainder of the contractual term of the RFP 06/2006.

5.5 SARS's Objectives in issuing this RFP

SARS's primary objective in issuing this RFP is to conclude NISDS Agreements with the successful Suppliers that will achieve the following:

- 5.5.1 to establish successful contractual relationships with Preferred Suppliers from whom solutions may be procured in response to RFQs issued from time to time to satisfy SARS's specific business requirements during the Term;
- 5.5.2 to provide SARS with predictable pricing to enable accurate planning and budgeting;
- 5.5.3 to procure solutions and services under a flexible and scalable arrangement which reflects SARS's needs from time to time during the Term;
- 5.5.4 provide opportunities to small and medium-sized businesses which are compliant with the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003), its regulations and practice codes.

and in respect of RFQs issued under the prescripts of this RFP:

- 5.5.5 to appropriately contain SARS's risk, including with respect to (i) sustained service delivery; (ii) cost containment; (iii) changes in law, the technology available to provide the Deliverables, technology employed by SARS, SARS's processes or the like; (iv) SARS's ability to seamlessly transition the services to itself or a third party at termination or expiration the NISDS Agreement; and (v) security of Confidential Information, including validation and integrity protection;

- 5.5.6 to procure the Deliverables for Charges that (i) reflect SARS's consumption, (ii) are predictable and controllable, and (iii) are at or below the South African market price throughout the Term;
- 5.5.7 to provide SARS with access to expertise including that which is required to identify, analyse, recommend, provide and implement, among other things, new technologies and processes;
- 5.5.8 to enable the Supplier and its Subcontractors to earn a reasonable return on their investment and a reasonable profit from the performance of the Deliverables provided that the Supplier meets its obligations under the NISDS Agreement.

5.6 Model of Supply

The details of the model of service supply are specified in the Business Requirements Specification. The Bidder's attention is drawn to the following assumptions that are fundamental to the model of service supply:

- 5.6.1 It is SARS's objective to appoint at most 2 (two) Preferred Suppliers in each of Scanner Towers 1, 2 and 3. SARS may also appoint one or more Reserve Suppliers in these Scanner Towers.
- 5.6.2 It is SARS's objective to appoint one or more Preferred Suppliers in Scanner Tower 4.
- 5.6.3 Preferred Supplier(s) are required to fulfil their obligations in terms of maintaining their preferred status during the Term. In the event of a Preferred Supplier within a Scanner Tower failing to fulfil its obligations required to maintain its preferred status, SARS may substitute such Supplier with a Reserve Supplier from that Scanner Tower (see 5.7.2 on the appointment of Reserve Suppliers)
- 5.6.4 In response to a business requirement for a Non-intrusive Inspection, Scanning and Detection Solution during the Term, SARS may issue an RFQ to Preferred Supplier(s) requesting quotations for solution(s) meeting or exceeding such business requirement. Such RFQs may be issued to all Preferred Suppliers appointed in all Scanner Towers in which, in SARS's sole discretion, it is apparent a solution may be found.
- 5.6.5 SARS makes no undertaking that an RFQ will be issued during the Term. SARS, further, makes no undertaking that if an RFQ is issued that it will be awarded.

5.7 Maintenance of Preferred Supplier Status

- 5.7.1 A Bidder appointed as Preferred Supplier in a Scanner Tower must perform all obligations required of it to maintain its Preferred Supplier status in order to participate in RFQs issued within that Scanner Tower. The obligations required of Preferred Suppliers to be met are described in detail in the NISDS Agreement. These obligations include:
 - 5.7.1.1 Adherence to the rules of the RFQ;
 - 5.7.1.2 Responding completely and timeously to an RFQ;

- 5.7.1.3 Submission of RFQ pricing that does not exceed budgetary pricing provided as part of the Preferred Bidder's RFP Proposal;
 - 5.7.1.4 Timeous submission of Tax Clearance Certificates; B-BBEE certificates;
 - 5.7.1.5 Maintenance of PSIRA registration; and
 - 5.7.1.6 Full and timeous performance of any obligations, including adherence to the performance standards, required in terms of an RFQ that has been awarded to the Preferred Supplier.
- 5.7.2 In the event that a Preferred Supplier in a Scanner Tower fails to maintain its Preferred Supplier status for any reason (including those set out in paragraph 5.7.1) SARS may appoint the highest ranked Reserve Supplier in that Scanner Tower as a Preferred Supplier in the Scanner Tower. In such an event the second highest ranked Reserve Supplier will then become the highest ranked Reserve Supplier, the third highest ranked Reserve Supplier will become the second highest ranked Reserve Supplier, and so on. The appointment of the highest ranked Reserve Supplier as a Preferred Supplier will be conditional on such Reserve Supplier meeting all the conditions of Preferred Supplier status, including that such Reserve Supplier signs the NISDS Agreement within 21 (twenty-one) days of SARS calling on it to do so. In the event such Reserve Supplier fails to sign the NISDS Agreement within 21 (twenty-one) days of SARS calling upon it to do so, then SARS, in its sole discretion, may disqualify such Reserve Supplier from holding the Reserve Supplier status.

5.8 Proposed Contract

- 5.8.1 Any award made to a Bidder under this RFP is conditional, amongst others, upon SARS and such Bidder concluding a comprehensive written contract (the NISDS Agreement).
- 5.8.2 The proposed NISDS Agreement is set out in the NISDS Agreement document of this RFP which reflects the terms and conditions upon which SARS intends to contract with successful Bidder(s). Although Bidders may indicate their unwillingness to contract under such terms and conditions by marking up the proposed NISDS Agreement in accordance with paragraph 12.4.5 of this document, such marking up is discouraged and will negatively affect the evaluation score of the Bidder's Proposal. Where a Bidder chooses to mark up the proposed NISDS Agreement, the Bidder must do so only in the template provided (Contract Template – Scanner Tower t) and in accordance with the instructions regarding the completion of the template.
- 5.8.3 While SARS reserves to itself the right to vary the proposed terms and conditions of the contract during the course of negotiations with a Bidder (including for purposes of better giving effect to the objectives in paragraph 5.5) it is a condition of the RFP that a successful Bidder will be bound to accept those terms and conditions of the proposed NISDS Agreement which have not been marked up in the Bidder's Proposal, unless SARS chooses otherwise.
- 5.8.4 Accordingly, a Bidder is required to ensure that the marked-up contract as submitted by it as part of its Proposal is, as nearly as is practically possible, in the form in which the Bidder is prepared to sign. It follows that changes to the marked-

up proposed NISDS Agreement requested by a Preferred Supplier after the award of a Proposal will not be countenanced by SARS, unless these arise directly out of SARS's own changes to the proposed contract.

- 5.8.5 The Bidder must note that, if successful, the terms of its Proposal will be incorporated in the proposed contract by reference and that SARS relies upon the Bidder's Proposal as a material representation in making an award to a Preferred Supplier and in concluding an NISDS Agreement with the Bidder. It follows therefore that misrepresentations in a Proposal may result in legal action by SARS against the Bidder notwithstanding the conclusion of a NISDS Agreement between SARS and the Bidder for the provision of the Deliverables in question.
- 5.8.6 The Bidder's Proposal pricing, must be firm until 1 April 2014 provided that the Supplier will give SARS the benefit of any pricing decreases effected before this date.
- 5.8.7 In the event that a Preferred Supplier fails to sign the proposed NISDS Agreement in the form submitted by it as part of its Proposal within 21 (twenty-one) days of SARS calling upon it in writing to do so, SARS reserves the right to :
 - 5.8.7.1 cancel the award to the Preferred Supplier;
 - 5.8.7.2 enter into negotiations with Reserve Supplier(s) and conclude the contract with such Reserve Supplier(s); and / or
 - 5.8.7.3 take any other action SARS deems reasonable and appropriate in the circumstances.

5.9 Term of the Contract

- 5.9.1 Subject to paragraph 5.9.2 the NISDS Agreement with a Supplier or Preferred Supplier will expire:
 - 5.9.1.1 31 March 2018; or
 - 5.9.1.2 after the expiry of the last expiring Work Order with the Supplier issued under the NISDS Agreement.

whichever occurs later.
- 5.9.2 Regardless of the term of existing Work Orders issued under the RFP, the provisions of the NISDS Agreement with a Supplier governing the awarding of RFQs will expire after 31 March 2018. This provision does not limit the conclusion of new Work Orders with a Supplier after 31 March 2018 provided that such new Work Orders do not extend the term of existing Work Orders.
- 5.9.3 After 31 March 2016, SARS will have the right to cancel the NISDS Agreement with a Preferred Supplier with no less than 60 (sixty) days' notice without penalty.

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 process 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); and
- 6.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003).

In furtherance of this evaluation methodology, the bidding qualifications as set out in this paragraph 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 6.2.1.2 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 6.2.1.1 to 6.2.1.2 then that Bidder's Proposal will be rejected at SARS's sole discretion, 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 will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP.
 - 6.2.1.2 The Bidder must be fully tax compliant and must submit a Tax Clearance Certificate, valid on the Closing Date as part of its Proposal. The Bidder's attention is further drawn to the requirement that the Preferred Supplier must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and failure to do so will be a material breach of the NISDS Agreement.
 - 6.2.1.3 Scanner Tower specific qualification criteria

Scanner Tower 1	<p>The Bidder must</p> <ul style="list-style-type: none"> • have supplied scanner equipment and related maintenance and support services for South African clients for the past 3 (three) years.
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	<ul style="list-style-type: none"> • have supplied at least 30 (thirty) baggage scanners to Southern African clients • must have current maintenance contracts for at least 30 (thirty) baggage scanners. • attach details, including the details of clients, to whom it has supplied equipment for the past 3 (three) years. • be registered with, or have obtained exemption from registration from, the Private Security Industry Regulatory Authority (PSIRA) • possess a licence issued in terms of the Hazardous Substances Act (Act 15 of 1973). A copy of the licence must be submitted with the RFP response for each item of equipment requiring such a licence in terms of the Hazardous Substances Act (Act 15 of 1973). • submit as part of its Proposal, a guarantee from the original equipment manufacturer(s) of Scanner Tower 1 solutions proposed by the Bidder, unless the Bidder is the original equipment manufacturer. • Submit as part of its Proposal, a Bid Bond of R200,000 (Two Hundred Thousand Rand) (see paragraph 10.1 for the requirements of the Bid Bond).
Scanner Tower 2	<p>The Bidder must</p> <ul style="list-style-type: none"> • have supplied scanner equipment and related maintenance and support services for South African clients for the past 3 (three) years. • have supplied at least 20 (twenty) scanners falling within the Scanner Tower 2 specification for scanners to Southern African clients. • must have current maintenance contracts for at least 20 (twenty) scanners falling within the Scanner Tower 2 specification for scanners to Southern African clients. • attach details, including the details of clients,

	<p>to whom it has supplied equipment for the past 3 (three) years.</p> <ul style="list-style-type: none"> • submit as part of its Proposal, a guarantee from the original equipment manufacturer(s) of Scanner Tower 2 solutions proposed by the Bidder, unless the Bidder is the original equipment manufacturer. • be registered with, or have obtained exemption from registration from, the Private Security Industry Regulatory Authority (PSIRA) • possess a licence issued in terms of the Hazardous Substances Act (Act 15 of 1973). A copy of the licence must be submitted with the RFP response for each item of equipment requiring such a licence in terms of the Hazardous Substances Act (Act 15 of 1973). • Submit as part of its Proposal, a Bid Bond of R200,000 (Two Hundred Thousand Rand) (see paragraph 10.1 for the requirements of the Bid Bond).
Scanner Tower 3	<p>The Bidder must</p> <ul style="list-style-type: none"> • have supplied scanner equipment and related maintenance and support services for South African clients for the past 3 (three) years. • attach details, including the details of clients, to whom it has supplied equipment for the past 3 (three) years. • submit as part of its Proposal, a guarantee from the original equipment manufacturer(s) of Scanner Tower 3 solutions proposed by the Bidder, unless the Bidder is the original equipment manufacturer. • be registered with, or have obtained exemption from registration from, the Private Security Industry Regulatory Authority (PSIRA) • possess a licence issued in terms of the Hazardous Substances Act (Act 15 of 1973). A copy of the licence must be submitted with the RFP response for each item of

	<p>equipment requiring such a licence in terms of the Hazardous Substances Act (Act 15 of 1973).</p> <ul style="list-style-type: none"> • Submit as part of its Proposal, a Bid Bond of R200,000 (Two Hundred Thousand Rand) (see paragraph 10.1 for the requirements of the Bid Bond).
Scanner Tower 4	<p>The Bidder must</p> <ul style="list-style-type: none"> • submit as part of its Proposal, a guarantee from the original equipment manufacturer(s) of Scanner Tower 4 solutions proposed by the Bidder, unless the Bidder is the original equipment manufacturer. • be registered with, or have obtained exemption from registration from, the Private Security Industry Regulatory Authority (PSIRA). • possess a licence issued in terms of the Hazardous Substances Act (Act 15 of 1973). A copy of the licence must be submitted with the RFP response for each item of equipment requiring such a licence in terms of the Hazardous Substances Act (Act 15 of 1973) • Submit as part of its Proposal, a Bid Bond of R100,000 (One Hundred Thousand Rand) (see paragraph 10.1 for the requirements of the Bid Bond).

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 15% (fifteen percent) of the interests in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of SARS or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("Government Entity"):

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 are listed on the National Treasury's Register of Tender Defaulters.
- 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 Proposal, approach SARS in writing for an exemption as foresaid, in which event the Bidder is required to provide SARS with a full disclosure to enable SARS in its sole discretion to consider such application for exemption.
- 6.2.4 By submitting a Proposal the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 6.2.2 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 Proposal without any further consideration where that Bidder makes a culpable misrepresentation to SARS in its Proposal or at any stage during this RFP process.
- 6.2.6 SARS may disqualify a Bidder:
- 6.2.6.1 whose Proposal 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 15% (fifteen percent) of the interests in the Bidder other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid Tax Clearance Certificate in respect of

any one or more such persons;

- 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 register as a Bidder as set out in paragraph 8.1;
- 6.2.6.5 who fails to attend the Compulsory Briefing Session in 8.2;
- 6.2.6.6 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;
- 6.2.6.7 who materially fails to comply with any conditions or requirements of this RFP;
- 6.2.6.8 who in SARS 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; or
- 6.2.6.9 who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFP.

7 SUBCONTRACTORS

7.1 Retained Accountability

Although SARS permits and encourages Bidders to subcontract areas of scope, a successful Bidder will at all times be solely and entirely accountable to SARS for the performance of its contractual obligations including adherence to the rules of this RFP, and of subsequent RFQ processes.

7.2 B-BBEE Profile

SARS is especially interested in encouraging the use of SMME sub-contractors with a verifiable B-BBEE profile meeting the requirements set out below. A valid current report (the full report must be submitted) and B-BBEE certificate issued by an approved verification agency verifying the subcontractor's B-BBEE status level, based on the Generic Scorecard (balanced B-BBEE scorecard included in Code 000 Statement 000 - Codes of Good Practice on Black Economic Empowerment) must be submitted in respect of each subcontractor proposed. The report and certificate must have been issued by an agency which is either accredited by the South African National Accreditation System or which is a full member of the Association of B-BBEE Verification Agencies. The full report must be submitted and the certificate must at the least reflect the overall B-BBEE status of the sub-contractor and the scoring of the subcontractor on each of the elements of the Generic Scorecard. However subcontractors with a turnover of less than R 5 million (Exempt Micro Enterprises EME's) may submit a letter from a chartered accountant or auditor confirming the company's annual turnover and percentage black ownership.

The Bidder should note that the evaluation of the B-BBEE criterion accounts for the sub-contractor B-BBEE ratings in proportion to their anticipated revenue and hence additional points may be earned for the engagement of such SMME sub-contractors.

7.3 Remote / Rural Centres

Due to the fact that the location of the sites at which SARS intends deploying NISD Solutions lend themselves to the delivery of services from small, remote centres, SARS will also take into account the promotion of SMME sub-contractors with verifiable B-BBEE credentials that are based in the areas close to SARS remote sites.

7.4 Subcontractor Participation

SMME subcontractors wishing to participate in the RFP should engage with suitably qualified prime Bidders to participate in the submission of a Proposal and such SMME subcontractors are not restricted by SARS to only doing so with a single prime Bidder.

7.5 Subcontractor Details Required

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

- 7.5.1 identify the subcontractor in full;
- 7.5.2 provide full details of the functions which the subcontractor will fulfil. This should include details of the delimitations of scope of NISDS services to be assigned to such a subcontractor;
- 7.5.3 the anticipated percentage which the subcontractor will receive of the Bidder's revenue that will be earned under the Bidder's anticipated contract with SARS;
- 7.5.4 submit the information specified in paragraph 8.6.1.7.

SARS reserves the right to refuse the Bidder the right to appoint any subcontractor in respect of whom the Bidder has not fully complied with the provisions of this paragraph 7.5 or paragraph 8.6.1.7; and

SARS may disqualify a Bidder's Proposal in which the Bidder proposes to appoint a subcontractor and for which the provisions of paragraph 8.6.1.7 have not been complied with.

It is important for the Bidder to note that the information requested of the Bidder in this paragraph 7.5 will not be used in the evaluation of the Bidder's Proposal of the RFP. If successful, the Bidder's information provided will be used to correlate the Bidder's RFQ responses in terms of subcontractor participation in the provision of the solution requested in the RFQ.

8 BID PREPARATION AND SUBMISSION

8.1 Registration Process

It is an absolute requirement that Bidders register their intent to submit a Proposal at the Compulsory Briefing Session to be held at the date and time in the table of Key Dates and Activities set out in paragraph 3.

The Bidder must submit the following forms, that have been duly completed in accordance with the instructions, during the registration process that will be held prior to the start of the Compulsory Briefing Session:

- 8.1.1 fully completed Registration Form signed by an authorised signatory of the Bidder;
- 8.1.2 the Confidentiality and Secrecy Undertaking completed by the Bidder's authorised representative and
- 8.1.3 a SARS Oath of Secrecy completed by the all the Bidder's representatives attending the Compulsory Briefing Session.

The registration process also requires that 2 (two) valid email addresses are provided by the Bidder to SARS for the purpose of RFP-related communications. It is the Bidder's responsibility to ensure the registered email addresses are valid and that the mailboxes linked to the email addresses are monitored on a daily basis. SARS will communicate by email and bears no responsibility to monitor the success or failure of the delivery of emails sent to Bidders' registered email addresses and all emails sent by SARS to the registered email addresses will be assumed to have been received and read by the Bidder. A Bidder's failure to respond to or to take required actions sent by email to the registered addresses may lead to the Bidder's disqualification.

Bidders who have not registered do not qualify to submit a Proposal and any Proposal(s) submitted by such Bidders will not be evaluated. There are no consequences if a Bidder registers for the RFP and does not submit a Proposal. A registration by a Bidder is not transferable. A Proposal received from a Bidder must be in the name of a successfully registered entity in order to qualify.

8.2 Compulsory Briefing Session

To enable a Bidder to attain a more detailed degree of knowledge of SARS's requirements, SARS intends to hold a Compulsory Briefing Session. Bidders must attend the Compulsory Briefing Session that will take place on the date and at the time reflected in the table in paragraph 3, the venue for which is: SARS Procurement Centre, Linton House, 570 Fehrsen Street, Brooklyn, Pretoria.

- 8.2.1 Each prospective Bidder must send at least 1 (one) and a maximum of 3 (three) representative(s) to the Compulsory Briefing Session. The Bidder's representative must submit a SARS Oath of Secrecy completed and signed by each representative of the Bidder attending the Compulsory Briefing Session. The completed and signed Registration Form and the SARS Oath of Secrecy for each attendee must be submitted prior to the commencement of the

presentation at the Compulsory Briefing Session. Note that the Bidder will not be allowed to attend the Compulsory Briefing Session presentation if the above forms have not been completed and submitted to SARS at the start of the Compulsory Briefing Session.

- 8.2.2 The Bidder's representatives at the Compulsory Briefing Session will be afforded the opportunity to submit questions to SARS at the end of the Compulsory Briefing Session. Subject to the same conditions set out in 8.3.1, SARS will respond to all such questions by email after the Briefing Session to all Bidders who have registered.

8.3 Question and Answer Process

- 8.3.1 Between the dates given in item 4 of the table in paragraph 3, SARS will receive questions sent by Bidders by email to the address RFP17-2012@sars.gov.za. SARS will respond to these questions and those submitted in writing at the Compulsory Briefing Session, provided that SARS will not be obliged to respond to a question should it choose not to do so. Where SARS responds to a question, it will do so by email to all registered Bidder email addresses and will include a copy of the question and the corresponding response. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 8.3.2 Depending on SARS's assessment of the nature and extent of Bidders' questions during the question and answer process, SARS may schedule additional compulsory or optional briefing sessions.

8.4 Site Inspections

Although SARS does not envisage that any site inspections will be required, SARS reserves the right to schedule either compulsory or optional site inspections should it become apparent to SARS that it is necessary.

8.5 Proposal Submission

- 8.5.1 Proposals must be submitted by delivering them to the SARS tender box at Linton House, 570 Fehrsen Street, Brooklyn, Pretoria on the Closing Date and between the times as set out in the table in paragraph 3.
- 8.5.2 Prior to submission the Bidder must check the numbering of the pages of its Proposal and satisfy itself that none are missing or duplicated. The Bidder must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 12. No liability is accepted by SARS in regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Bidder's Proposal to the attention of the Bidder and/or allow the Bidder to correct such defect.
- 8.5.3 The original hardcopy portion of the Bidder's Proposal must be signed by a duly authorised signatory of the Bidder and must be supported by a copy of the board resolution duly authorising the signatory. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.

8.6 Proposal Compliance

The Bidder must ensure that all provisions and instructions in this paragraph 8 and paragraph 12 for the completion and submission of a Proposal are followed in detail.

8.6.1 The Bidder's attention is drawn to the following documents required as part of a Bidder's Proposal which, if omitted from a Proposal, will result in that Proposal being eliminated from evaluation at SARS's sole discretion:

- 8.6.1.1 a Tax Clearance Certificate valid as at the Closing Date;
- 8.6.1.2 audited financial statements for the past 3 (three) consecutive financial years;
- 8.6.1.3 all SBD documents, as included in Section 2 of this RFP pack, completed and signed as instructed;
- 8.6.1.4 a Bid Bond for the correct amount and in the format prescribed in the Bid Bond Format. The Bidder must note the importance of the requirement to provide a Bid Bond that fully complies with the provisions of paragraph 10.1;
- 8.6.1.5 SARS Oaths of Secrecy signed by each member of the Bidder's bid team in the presence of a Commissioner of Oaths;
- 8.6.1.6 Completed Pre-qualification Template – Scanner Tower x, where x is the Scanner Tower(s) in respect of which the Bidder is submitting a Proposal; and
- 8.6.1.7 the identical information referred to in sub-paragraphs 8.6.1.1 and 8.6.1.5 foregoing in respect of each proposed subcontractor.

8.6.2 SARS may reject a Proposal which:

- 8.6.2.1 is conditional on SARS's acceptance of substantial deviations from the proposed contract included in this RFP;
- 8.6.2.2 fails to commit to the key deliverables required by this RFP;
- 8.6.2.3 does not contain correct number of copies, or who submits copies in an incorrect format; or
- 8.6.2.4 is non-compliant in any respect.

9 EVALUATION AND SELECTION

9.1 Process after Closing Date

After the Closing Date set out in paragraph 3

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

- 9.1.2 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS;
- 9.1.3 no amendment may be made to a Proposal, unless specifically permitted or requested by SARS;
- 9.1.4 SARS may shortlist Bidders and may request presentations from short-listed Bidders;
- 9.1.5 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals;
- 9.1.6 SARS will evaluate the Proposals with reference to SARS's evaluation criteria detailed in paragraph 9.3. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

9.2 SARS's Pre-qualification Criteria

- 9.2.1.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Proposal in a Scanner Tower for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Proposal complies with the provisions of paragraphs 6.2 and 8.6.
- 9.2.1.2 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:
 - 9.2.1.2.1 entirely reject the Proposal in question and not to evaluate it at all;
 - 9.2.1.2.2 give the Bidder an opportunity to supplement the information provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria within a period prescribed by SARS;
 - 9.2.1.2.3 require the Bidder to provide SARS with such information as SARS may request within a period prescribed by SARS in order to enable SARS to properly verify whether there is full compliance; or
 - 9.2.1.2.4 in any event permit the Proposal to be evaluated.

9.3 SARS's Evaluation Criteria

- 9.3.1 SARS's evaluation criteria provide for the accumulation of points for a Bidder's Proposal based on the extent to which it:
 - 9.3.1.1 provides a technical solution(s) that meets or exceeds SARS's requirements the requirements. In this regard the Bidder is directed to examine the

requirements set out in the Business Requirements Specification and in particular to those requirements which are essential to the Bidder's Proposal being acceptable as a technical solution;

- 9.3.1.2 enables SARS to contain its risks, which will include an evaluation of the effect of any mark-up made by a Bidder to the proposed contract and a financial analysis of the Bidder's audited or reviewed financial statements;
- 9.3.1.3 achieves SARS's Broad-Based Black Economic Empowerment ("B-BBEE") objectives read with the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000) Regulations and National Treasury guidelines; and
- 9.3.1.4 is financially competitive and offers value for money.

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

9.3.2 In the **first stage**, an assessment of functionality will be performed in terms of the criteria in each of the Towers as set out in the table immediately below:

Functionality Criterion					
Criterion	Description and evaluation value	Weighting within a Tower			
		Scanner Tower 1	Scanner Tower 2	Scanner Tower 3	Scanner Tower 4
Compliance with SARS's specifications	Maximum points will be awarded to a Bidder that can demonstrate that all elements of the specifications can be met by the solutions proposed by the Bidder. Additional points may be awarded for value add items not specifically requested in SARS's specifications that significantly enhance the business value of the Bidder's Proposal to SARS. In Scanner Tower 4, points will be awarded for the demonstration by the Bidder that the proposed solution(s) will add value within SARS's potential business requirement category.	32	32	32	16
Local Market Presence	Maximum points toward this criterion will be achieved by a Bidder who can provide proof of a sustainable business (together, where appropriate, with those of its subcontractors) to provide the Deliverables as set out in this RFP. A successful track record of delivery and satisfied client base within South Africa of 3(three) or more years will be regarded as the minimum to achieve maximum points	16	16	16	16
Original Equipment Manufacturer relationship	Bidders will be awarded maximum points for demonstrating the established nature of their relationship with the original equipment manufacturer(s) of equipment proposed in the Bidders' solution(s). The authority to represent; a track record of sales and support of the OEM's products in South Africa and the OEM's own statement(s) regarding the Bidder's authority to propose the solutions will be required.	16	16	16	16
Product Portfolio	The Bidder's Proposal will be examined for the breadth of coverage of the business requirements set out in the RFP. A Bidder whose solutions fully cover the requirements will be awarded maximum points	8	8	8	16
Technology Leadership	A Bidder who can demonstrate that the solutions it is proposing are based on technology that will be advanced and keep pace with the new developments will be awarded maximum points.	8	8	8	8
Risk	Bidders returning a Proposal accepting all terms without condition or mark-up will achieve the maximum score for this criterion. Each mark-up made by a Bidder will be assessed for the risk (in terms of probability and impact) it poses to SARS were SARS to contract with the Bidder on a basis including such a marked-up condition. The Bidder's score for this criterion will be reduced by an amount proportional to the increase in risk to SARS for each mark-up made by the Bidder.	20	20	20	20
Total		100	100	100	100

If the Bidder's response in the Technical Templates - Scanner Tower x does not indicate that the Bidder can support an acceptable technical solution the Bidder's response will be rejected and not evaluated further.

Together the : "Compliance with SARS's specifications"; "Local Market Presence"; "Original Equipment Manufacturer relationship"; "Product Portfolio"; "Technology Leadership"; and "Risk" criteria make up the functionality criterion.

A Bidder's Proposal will be evaluated for functionality out of a possible 100 (one hundred) points. Only Proposals in Scanner Towers 1, 2 and 3 achieving an evaluation score of greater than 75 out of the possible 100 points for functionality will be selected to progress to the second stage. In the event that no Proposals achieve a score of 75 or greater out of the 100 points, SARS, at its sole discretion, may consider the highest scoring Proposal and/or Proposals scoring higher than 95% (ninety-five percent) of the highest scoring Proposal for selection to the second stage.

Bidders whose Proposals in Scanner Tower 4 achieve an evaluation score of greater than 75 out of the possible 100 points for functionality will be selected for consideration for appointment as Preferred Suppliers in Tower 4. In the event that no Proposals achieve a score of 75 or greater out of the 100 points, SARS, at its sole discretion, may consider the highest scoring Proposal and/or Proposals scoring higher than 95% (ninety-five percent) of the highest scoring Proposal for appointment as Preferred Suppliers in Tower 4.

- 9.3.3 In the **second stage** of the evaluation, Proposals selected from the first stage in Scanner Towers 1, 2 and 3 will be evaluated in terms of the 90/10 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000), read with the Preferential Procurement Policy Framework Regulations and National Treasury guidelines.

Criterion	Maximum Points
B-BBEE status	10
Price	90

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

Points for the "Price" criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations. The total price for a likely procurement scenario for equipment, maintenance and support for a solution over a lifecycle of 5 years based on the prices in the Bidder's Proposal will be calculated. Any additional costs that will be incurred by SARS in implementing or receiving the solution from the Bidder will be taken into account during evaluation.

The electronic version of the Pricing Template – Scanner Tower x completed by the Bidder and submitted with the Bidder's Proposal will be used for the calculation of "Price". In this regard:

- 9.3.3.1 the Bidder must ensure the accuracy of the pricing figures provided in the template;

- 9.3.3.2 the Bidder's authorised signatory must warrant that the electronic copy submitted and the hardcopy contain the same information; and
- 9.3.3.3 the Bidder's Proposal may be regarded as non-responsive if the electronic Pricing Template – Scanner Tower x response contains omissions.

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 Template – Scanner Tower x 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 B-BBEE status criterion for a Scanner Tower added to the points accumulated for the "Price" criterion for that Scanner Tower will make up the points a Bidder's Proposal will score for its Proposal for that Scanner Tower.

9.4 Process following Evaluation

- 9.4.1 Following SARS's evaluation of the Proposals in each Scanner Tower, SARS has the right to, inter alia, in its sole discretion:
 - 9.4.1.1 consider the business case for the appointment of Preferred Suppliers in each Scanner Tower based on the Proposals received;
 - 9.4.1.2 undertake a Bidder clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
 - 9.4.1.3 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor(s), which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS; or
 - 9.4.1.4 take any other action it deems appropriate.
- 9.4.2 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 under sub-paragraphs 9.3.1.1 to 9.3.1.4 foregoing), which in SARS opinion justifies such revision.
- 9.4.3 SARS may appoint up to two Bidders as Preferred Suppliers for each of Scanner Towers 1, 2 and 3.
- 9.4.4 SARS may appoint one or more Bidders as Preferred Suppliers in Scanner Tower 4. A Bidder appointed as Preferred Supplier in Tower 4 may be limited in its participation in future RFQs to the scope of its Proposal. For example, if Preferred Supplier in Tower 4 submitted a Proposal for Tower that only contained acceptable people scanner solutions, then that Preferred Supplier will not be invited to participate in an RFQ for Rail scanners in Tower 4.

9.4.5 SARS will be under no obligation to appoint the Bidders with most highly ranked Proposals as Preferred Suppliers.

9.4.6 Upon appointment in a Scanner Tower, a Preferred Supplier will be required to enter into the NISDS Agreement with SARS in accordance with paragraph 5.6. In this regard:

9.4.6.1 SARS may require the Bidder to enter into an interim NISDS agreement;

9.4.6.2 SARS will enter into negotiations with the Bidder with a view to concluding the NISDS Agreement;

9.4.6.3 SARS will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if SARS, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its Proposal; the Bidder is attempting to withdraw from positions or commitments made in its Proposal; the Bidder is not negotiating in good faith; or that an NISDS Agreement may not be expeditiously concluded with the Bidder for any other reason.

9.5 SARS's RFQ Issue and Evaluation Process

9.5.1 From time to time and as SARS's business requirements dictate, SARS may invite Preferred Suppliers to participate in an RFQ process(es) for solution(s) to satisfy such business requirements.

9.5.2 SARS will, at its sole discretion, determine into which Scanner Tower(s) the scope of a business requirement falls.

9.5.3 The RFQ will state whether responses to the RFQ will be evaluated in terms of the 80/20 or 90/10 principle in accordance with National Treasury regulations then in force.

9.5.4 The Preferred Supplier(s) who have been invited to participate in an RFQ process (the "RFQ Bidder(s)") will be given the time specified in the RFQ specification to respond.

9.5.5 On receipt of the responses to the RFQ, SARS will determine the compliance of the responses received. Non-compliant RFQ responses will be disqualified and the RFQ Bidder will be notified of its disqualification.

9.5.6 On the award of an RFQ to a Preferred Supplier, a Work Order describing the Deliverables and the price will be signed between SARS and the Supplier in the form of the Work Order recorded as an attachment to the NISDS Agreement

9.6 Restricted Solution Work Orders

9.6.1 From time to time and as SARS's business requirements dictate, SARS may be required to procure Deliverables that SARS would ordinarily procure from a Supplier by following an RFQ process, but is restricted to procuring such Deliverables from a specific Supplier through a Work Order (a "Restricted Solution Work Order") for reason(s) that may include: that the Supplier is a sole supplier of such solution; compatibility of equipment; reliability, integrity, supportability of the solution. For example: after the implementation of a solution from a Supplier,

SARS could be restricted in its choice of supplier to the specific Supplier of the solution for the future procurement of, for example, upgrades and spare parts for the solution to preserve the integrity of the solution.

- 9.6.2 SARS may place such Restricted Solution Work Orders with a Supplier to satisfy SARS's business requirements under the circumstances described in paragraph 9.6.1 without initiating an RFQ process.

10 BID BOND

10.1 Bid Bond Value and Format

- 10.1.1 The Bidder is required to submit a Bid Bond in favour of SARS as part of its Proposal for an amount of R200,000(Two Hundred Thousand Rand) for the Scanner Tower 1; and R200,000 (Two Hundred Thousand Rand) for Scanner Tower 2; and R200,000 (Two Hundred Thousand Rand) for Scanner Tower 3; and R100,000 (One Hundred Thousand Rand) for Scanner Tower 4 This amount operates cumulatively for each Scanner Tower for which the Bidder is submitting a Proposal. If, for example, a Bidder is submitting a Proposal for Scanner Towers 1; 2 and 4 then the Bidder is required to submit a Bid Bond of R500,000 (Five Hundred Thousand Rand).
- 10.1.2 The Bid Bond must be issued by a registered South African financial institution and submitted in the form provided in the Bid Bond Format. The Bidder must not deviate from the form provided. The Bidder's attention is drawn to the provisions of paragraph 8.6.1.4.

10.2 Bid Bond Encashment And Release

- 10.2.1 Regardless of any other provision in this RFP, SARS will be entitled to encash the Bid Bond received from the Bidder if:
- 10.2.1.1 the Bidder is appointed as a Preferred Supplier and fails to sign the proposed contract in the form submitted by it as part of its Proposal within twenty-one (21) days of SARS calling upon it in writing to do so as provided for in paragraph 5.8.7;
 - 10.2.1.2 the Bidder submits a Proposal when it is subject to an exclusion set out in paragraph 6.2.1;
 - 10.2.1.3 the Bidder is disqualified under the provisions of paragraph 6.2.2 (other than in circumstances where the Bidder has in writing applied for exemption in terms of paragraph 6.2.3 and SARS has not responded to such application before the Closing Date);
 - 10.2.1.4 the Bidder is disqualified in terms of any of paragraphs 6.2.5, 6.2.6.2, 6.2.6.6, 6.2.6.7 or 11.10;
 - 10.2.1.5 SARS withdraws from negotiations with the Bidder in terms of paragraph 9.4.6.3.

- 10.2.1.6 SARS becomes entitled to make a claim under paragraph 11.6; or
- 10.2.1.7 the Bidder, in contravention of the terms of the Confidentiality and Secrecy Undertaking and the SARS Oath of Secrecy given by the Bidder to SARS, discloses any confidential information (as defined in such undertaking) of or relating to SARS.
- 10.2.2 By submitting a Proposal, the Bidder agrees that:
 - 10.2.2.1 if SARS encashes the Bid Bond in terms of the foregoing, SARS will be entitled to retain the full amount of the Bid Bond as a genuine pre-estimate of the damages suffered by SARS; and
 - 10.2.2.2 if for any reason the provisions of this paragraph 10 are held to operate as a penalty, then the Bidder waives, to the fullest extent permitted by law, any right it may have to claim a reduction of such penalty and SARS will be entitled at any time to claim damages in lieu of such penalty.
- 10.2.3 Unless SARS is entitled to encash the Bid Bond under the provisions of this paragraph 10 or any of the paragraphs referred to in this paragraph 10, the Bid Bond will be released and returned to the Bidder upon the earliest of:
 - 10.2.3.1 SARS withdrawing this RFP;
 - 10.2.3.2 SARS advising the Bidder that it has been eliminated from the bidding or evaluation process;
 - 10.2.3.3 SARS advising the Bidder that it has neither been appointed as a Preferred Supplier nor a Reserve Supplier;
 - 10.2.3.4 the execution by both SARS and the Bidder of the NISDS Agreement; or
 - 10.2.3.5 SARS advising a Bidder that it has been appointed as a Reserve Supplier;

11 GENERAL CONDITIONS OF TENDER

11.1 Acceptance of RFP Conditions

The Bidder's participation in the RFP process (including but not limited to registering for the RFP; attendance at the Compulsory Briefing Session or information sessions; directing questions to SARS as referred to in paragraph 8.3 or submitting a Proposal) is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

11.2 Reservation of Rights

SARS reserves the right in its sole discretion to:

- 11.2.1 make no award; not award all of the Scanner Towers; and / or only award a part of a Scanner Tower;
- 11.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time and without

providing reasons;

- 11.2.3 not provide reasons for its rejection or the failure of any Bidder or Proposal;
- 11.2.4 change any of its requirements as set out in this RFP;
- 11.2.5 change any condition, procedure or rule of the RFP;
- 11.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 11.2.7 re-advertise for Proposals; and
- 11.2.8 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders.

11.3 **Validity of Information**

SARS has made reasonable efforts to ensure accuracy in compiling this RFP. However, neither SARS, nor its employees, officers, advisers, consultants, representatives or agents will be liable to the Bidder or any third party for any inaccuracy or omission 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 as to the correctness and sufficiency of such before submitting its Proposal.

11.4 **RFP not an Offer**

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

Nothing in this RFP or any other communication made between SARS (including its employees, officers, advisers, consultants, representatives or agents) is a representation that SARS will offer, award or enter into a contract.

11.5 **Preparation Costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Proposal to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, no statement in this RFP will be construed as placing SARS, its employees, officers, advisers, consultants, representatives or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their Proposal to this RFP.

11.6 **Indemnity**

If a Bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and enforcement of

intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer. The Bidder's attention is drawn to paragraph 10.2.

11.7 Precedence

The terms and conditions of this RFP Main Document will prevail over any information provided during any briefing session whether oral or written, unless such information is provided by the duly authorised SARS representative as set out in paragraph 4 in writing and that such information expressly states that it amends this RFP Main Document.

11.8 Responsibility for Subcontractors and Bidder's Personnel

A Bidder is responsible for ensuring that its subcontractors, personnel (including employees, officers, advisers, consultants, representatives, directors or agents of a Bidder) and personnel of its subcontractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 11.9 below.

11.9 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 Proposal(s) may be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of a Proposal.

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

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.

After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Proposals or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

11.10 Communication with SARS

The Bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in paragraph 4. SARS may, at its sole discretion, disqualify the Bidder if communications regarding this RFP are attempted or made to any SARS employee; official; or any third parties involved in the preparation, evaluation or award of the RFP.

11.11 Governing Law

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

12 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 12 details the instructions to Bidders for preparing a Proposal in response to RFP 17-2012. These instructions must be followed in detail to enable the information contained in the Bidder's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, SARS reserves the right to reject the entire Proposal or portions of the Proposal depending on the extent of the deviation from the format described in this document. Information that has not been requested must not be submitted in the Bidder's Proposal.

12.1 Proposal Format

- 12.1.1 The Bidder's Proposal contents are detailed in paragraph 12.2:
- 12.1.2 The Bidders must submit a single hardcopy of its Proposal contained in a number of hardcopy files, and a single electronic copy written to a number of Compact Discs (CD) or Digital Versatile Disks (DVD).
- 12.1.3 Where reference is made to a "hardcopy file" this means a separate A4 ring bound file. Where reference is made to a "CD" this means a separate CD or DVD. The Proposal submission will consist of a number of files and CD's.
- 12.1.4 A File will consist of hardcopy file and a CD. The CD must be the electronic copy of the hardcopy file.
- 12.1.5 A File (the hardcopy file and CD) must be wrapped and sealed in brown paper and must be labelled with the same text as the hardcopy file and CD.

12.2 Organisation and Contents of a Proposal

12.2.1 Common File

Irrespective of which or how many Scanner Towers for which the Bidder is submitting a Proposal, the Bidder will be required to submit a single Common File. This file must contain the following sections; each divided by a file divider in the hardcopy file and placed in separate directories on the electronic copy CD.

Common File

Label (on both file cover and CD)		RFP 17/2012 <Bidder Name> Common File
No.	File divider / Directory name	Content required
1	Covering Letter	<p>A letter from the Bidder confirming the submission of the Proposal, for which Scanner Towers the Bidder is submitting its Proposal and signed by an authorised signatory of the Bidder.</p> <p>No template is provided – this is free format and must be submitted on the Bidder's letterhead.</p> <p>PDF format in electronic copy.</p>
2	Board Resolution	Board resolution authorising the Bidder's signatory.
3	SBDs	<p>Completed Standard Bidding Documents.</p> <p><u>Invitation to Bid (SBD1)</u></p> <p><u>Tax Clearance (SBD 2)</u></p> <p><u>Declaration of Interest (SBD 4)</u></p> <p><u>National Industrial Participation Program (SBD 5)</u></p> <p><u>Preference Points Claim Form (SBD 6.1)</u></p> <p><u>Declaration of Past SCM Practices (SBD 8)</u></p> <p><u>Certificate of Independent Bid Determination (SBD 9)</u></p> <p><u>Supplier Cost and Risk Assessment Questionnaire</u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
4	TCC	<p>Tax Clearance Certificate valid at the Closing Date.</p> <p>In the hardcopy file the original document must be included.</p> <p>In the electronic copy the original must be scanned and submitted in PDF format.</p>

5	SARS Oaths of Secrecy	Signed Oaths of Secrecy submitted by all members of the Bidder's bid team.
6	BEE Certificate	<p>A current report (the full report must be submitted) and BEE certificate valid as at the Closing Date, issued by an approved verification agency verifying the Bidder's BEE status level, based on the Generic Scorecard (balanced BEE scorecard included in Code 000 Statement 000 - Codes of Good Practice on Black Economic Empowerment). The report and certificate must have been issued by an agency which is either accredited by the South African National Accreditation System or which is a full member of the Association of BEE Verification Agencies. The full report must be submitted and the certificate must at the least reflect the overall BEE status of the Bidder and the scoring of the Bidder on each of the elements of the Generic Scorecard. However companies with a turnover of less than R 5 million (Exempt Micro Enterprises EME's) may submit a letter from a chartered accountant or auditor confirming the company's annual turnover and percentage black ownership;.</p>
7	Bid Bond	<p>The Bid Bond document for the total required amount for all Scanner Towers(s) for which the Bidder is submitting a Proposal. The form of the Bid Bond is given in the <u>Bid Bond Format</u>. The Bidder is referred to paragraph 10 of this document for further instructions regarding the Bid Bond.</p> <p>The original Bid Bond document must be included in the hardcopy file.</p> <p>The original Bid Bond must be scanned and submitted in PDF format in the electronic copy.</p>

8	Pre-qualification response template for each Scanner Tower the Bidder is submitting a Proposal for.	<p>A completed template for each Scanner Tower for which the Bidder is submitting a Proposal:</p> <p><u>Pre-qualification Template – Scanner Tower x</u></p> <p>A printout of the completed template(s) must be included in the hardcopy file</p> <p>The completed template(s) must be submitted in Microsoft Word format in the electronic copy.</p>
9	Annual Financial Statements	<p>The Bidder's last 3 (three) years audited annual financial statements.</p> <p>A signed copy of the financial statements must be included in the hardcopy file.</p> <p>A scanned copy of the financial statements must be submitted in PDF format and included in the electronic file.</p>
10	Checklist	<p>Completed template:</p> <p><u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the hardcopy file</p> <p>A scanned copy of the signed checklist must be submitted in PDF format and included in the electronic file.</p>

12.2.2 File NP-*t* (Non Pricing Section for Scanner Tower *t*)

Depending which and for how many Scanner Towers the Bidder is submitting a Proposal, the Bidder will be required to submit a File NP-*t* for each Scanner Tower bid upon (where *t* is the Scanner Tower reference). This file must contain the following sections; each divided by a file divider in the hardcopy file and placed in separate directories on the electronic copy CD and labelled as set out hereunder. Note that the *t* is the Scanner Tower appearing in the title, divider name, directory names and filenames.

Note that if a Bidder is submitting a Proposal for more than one Scanner Tower, the same documents may have to be submitted in more than one file. (For example, if a Subcontractor is proposed in more than one Scanner Tower, then the Subcontractor's Tax Clearance Certificate; BEE certificate; must be submitted in each Scanner Tower file for which the Subcontractor is being proposed). Note that an original certificate need not be supplied in every file provided that where a copy is provided, the copy must contain a note referencing the file in which the original is contained. This principle applies to all documents, so that all documents for a Scanner Tower are contained within the file for a Scanner Tower, and can be evaluated as a self-contained pack.

File NP-t (Non Pricing Section for Scanner Tower t)		
Label (on both file cover and CD)		<p>RFP 17/2012</p> <p><Bidder Name></p> <p>File-NP-t</p>
No.	File divider / Directory name	Content required
1	Technical Response Template	<p>Completed template:</p> <p><u>Technical Template – Scanner Tower t</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>
2	Technical Response Attachments	<p>All attachments submitted by the Bidder in support of responses made to the <u>Technical Template – Scanner Tower t</u></p> <p>Each attachment must be clearly marked with its name and its pages must be numbered. Any reference to an attachment in the <u>Technical Template – Scanner Tower t</u> must indicate the attachment name and the page number.</p> <p>The first page of this section must be an index setting out all the attachments in this section.</p>
3	Contract Mark-ups	<p>Completed template:</p> <p><u>Contract Template – Scanner Tower t</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>
4	Subcontractor Certificates BEE	<p>For every subcontractor named by the Bidder in the template in 2 above, the Bidder must attach a BEE certificate or auditor's report in the hardcopy file.</p> <p>The BEE certificates must be scanned and submitted as PDF documents on the CD.</p>

5	Subcontractor Tax Clearance Certificates	<p>Bidder must attach a current Tax Clearance Certificate for every subcontractor named by the Bidder in the template in 2 above.</p> <p>The Tax Clearance Certificates must be scanned and submitted as PDF documents on the CD.</p>
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12.2.3 File P-t (Pricing Section for Scanner Tower t) (Scanner Towers 1,2 and 3 only)

The Bidder is required to submit a File P-t for each Scanner Tower bid upon (where t is the Scanner Tower reference) except for Scanner Tower 4.

This file contains one section to be placed in a file divider in the hardcopy file and in a directory on the electronic copy CD with the label set out hereunder. Note that the t (appearing in the title, directories and filenames) is the Scanner Tower reference and must be substituted for the actual Scanner Tower reference in the Bidder's response.

Note that the Bidder is not required to submit a pricing response to Scanner Tower 4.

File P-t (Non Pricing Section for Scanner Tower t)		
Label (on both file cover and CD)		RFP 17/2012 <Bidder Name> File-P-t
No.	File divider / Directory name	Content required
1	Pricing template	<p>Completed template:</p> <p><u>Pricing Template – Scanner Tower t</u></p> <p>A printout of the completed template must be included in the hardcopy file</p> <p>The completed template must be submitted in Microsoft Excel format in the electronic copy.</p>

12.3 Example Proposal Contents

12.3.1 If a Bidder is submitting a Proposal for Scanner Tower 1 and Scanner Tower 4, it

would consist of the following:

Files	Documents in the file
<p>Hardcopy response to be submitted in file labelled:</p> <p style="text-align: center;">RFP 17/2012 <Bidder Name> Common File</p> <p>Electronic response to be submitted in on a CD labelled:</p> <p style="text-align: center;">RFP17-2012-<Bidder Name>-CD-1</p>	<ul style="list-style-type: none"> • Covering Letter • Board resolution • Standard Bid Documents • Bidder Tax Clearance Certificate • Bid Bond • Pre-qualification Template - Scanner Tower 1 and • Pre-qualification Template Scanner Tower 4 • Annual Financial Statements • Proposal Checklist (indicating that all documents have been submitted)
<p>Non-Pricing Section – Scanner Tower 1</p> <p>Hardcopy response to be submitted in file labelled:</p> <p style="text-align: center;">RFP 17/2012 <Bidder Name> NP-1 Scanner Tower 1 Non Pricing</p> <p>Electronic response to be submitted on a CD labelled:</p> <p style="text-align: center;">RFP17-2012-<Bidder Name>-NP-1</p>	<ul style="list-style-type: none"> • Technical Template - Scanner Tower 1 • Technical Response Attachments • Contract Template - Scanner Tower 1 • Subcontractor list • Subcontractors' Tax Clearance Certificates • Subcontractors' BEE certificates
<p>Pricing Section – Scanner Tower 1</p> <p>Hardcopy response to be submitted in file labelled:</p>	<ul style="list-style-type: none"> • Pricing Template - Scanner Tower 1

<p>RFP 17/2012</p> <p><Bidder Name></p> <p>P-1</p> <p>Scanner Tower 1</p> <p>Pricing</p> <p>Electronic response to be submitted on a CD labelled:</p> <p>RFP17-2012-<Bidder Name>-P-1</p>	
<p>Non-Pricing Section – Scanner Tower 4</p> <p>Hardcopy response to be submitted in file labelled:</p> <p>RFP 17/2012</p> <p><Bidder Name></p> <p>NP-4</p> <p>Scanner Tower 4</p> <p>Non Pricing</p> <p>Electronic response to be submitted on a CD labelled:</p> <p>RFP17-2012-<Bidder Name>-NP-4</p>	<ul style="list-style-type: none"> • Technical Template - Scanner Tower 4 • Technical Response Attachments • Contract Template - Scanner Tower 4 • Subcontractor list • Subcontractors' Tax Clearance Certificates • Subcontractors' BEE certificates

The Bidder, in this example, would submit 4 (four) packages wrapped with brown paper and sealed:

- (i) a package containing the hardcopy file of the Common File and the CD of the Common File labelled:

RFP 17/2012
<Bidder Name>
Common File

- (ii) a package containing the hardcopy file NP-1 and the CD of NP-1 labelled:

RFP 17/2012
<Bidder Name>
NP-1
Scanner Tower 1
Non Pricing

- (iii) a package containing the hardcopy file P-1 and the CD of P-1 labelled:
RFP 17/2012

<Bidder Name>

P-1

Scanner Tower 1

Pricing

- (iv) a package containing the hardcopy file NP-4 and the CD of NP-4 labelled:
RFP 17/2012

<Bidder Name>

NP-4

Scanner Tower 4

Non Pricing

12.4 Template Specific Instructions

12.4.1 Pre-qualification template

The Bidder must complete and submit the Pre-qualification Template – Scanner Tower t for each Scanner Tower for which the Bidder is submitting a Proposal.

The completed template(s) must be included in the Common File.

12.4.2 Pricing Response Template

For each Scanner Tower to which the Bidder is submitting a Proposal, the Bidder must provide a response to the Pricing Template – Scanner Tower t except for Scanner Tower 4.

The detailed instructions for preparing a response to the Pricing Templates are embedded in the template:

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

The completed template must be included in the Pricing section for the Scanner Tower.

12.4.3 Technical Response Template

The Bidder must complete and submit a questionnaire Technical Template – Scanner Tower t per Scanner Tower for which it is submitting a Proposal.

The Bidder must provide responses to all questions, requests for information or detail, or other requests posed to the Bidder in the technical template document(s). Where the requirement for a response is indicated in the template and no response is supplied by the Bidder it will result in a zero being scored by the Bidder for that section.

The completed template must be included in the Non-pricing section for the Scanner Tower.

12.4.4 Technical Response Attachments

In this section the Bidder must provide

- All letters, guarantees, registrations, certifications lists and documents that must be submitted in support of claims made in the Pre-qualification and Technical Templates.
- Supplementary documentation, product information, diagrams, etc that the Bidder may supply in support of the optional response items relevant to the RFP.

No structure is provided for this section by way of templates. The Bidder must include each attachment, separated by labelled file dividers in the hardcopy and include each attachment as a separate electronic file in the electronic copy. The Bidder must provide an index at the front of the section with the all the attachment contents clearly labelled and referenced. The mandatory attachments listed below must appear first in the Technical Response Attachments area and in the order shown below.

12.4.4.1 List of mandatory attachments

- PSIRA Registration or letter of exemption from PSIRA
- South African Client reference letters
- South African scanner sales
- Maintenance client list including equipment quantities
- OEM letter of authorisation and guarantees
- Copy of licence issued in terms of the Hazardous Substances Act
- List of names, ID numbers and SABS BIN numbers of the service personnel
- Sample reports

12.4.5 Contract response template.

The Bidder must respond to the proposed contract terms found in the NISDS Agreement per Scanner Tower for which it is submitting a Proposal. The Bidder is required to respond in the following manner:

Each clause in the document in the NISDS Agreement must be reviewed by the Bidder. Where the Bidder cannot accept a term of the proposed NISDS Agreement, the Bidder should propose a mark-up to the clause using the template in Contract Template – Scanner Tower t.

- 12.4.5.1 enter the section number (including all subsections, paragraph and subparagraph references as necessary to identify the clause) in the 'Section Reference' column;
- 12.4.5.2 state in the column marked 'Request' the words 'Change Requested';
- 12.4.5.3 copy the full text of the paragraph into the column marked 'Marked up Original Text' and update the text in MS-Word's 'Track Changes' with the precise wording change to the original text of the requested change; and
- 12.4.5.4 state the rationale for requesting the change in the column 'Rationale'.

Clauses for which the Bidder does not state 'Change Requested' will be deemed accepted as they are and subsequent requests for change will not be entertained. Any commentary provided without stating 'Change Requested', accompanied with the specific mark-up in Word track changes and with a detailed, specific rationale will be disregarded. Changes requested that are not accompanied with both the statement 'Change Requested' and the specific wording mark-ups to the original paragraphs in Word track changes will be disregarded. General, blanket or conceptual explanations that are not specific to the change requested and the context of the provision will not be considered.

At the end of the list of the Bidder's mark-ups in the template, the Bidder must enter the words 'End of List' in the 'Section Reference' column in the first row following the last mark-up. If the Bidder has no mark-ups the words 'End of List' must appear in the first row of the table after the header row.

All clauses will be deemed accepted by the Bidder unless the Bidder identifies and explains any requested changes in the format set out in the response template. If the Bidder does not follow this format for any clause the Bidder will be deemed to have accepted the clause notwithstanding the Bidder's response on the clause.

The completed template must be included in the Non-pricing File for the Scanner Tower to which it applies.

12.4.6 RFP Response Checklist

The Bidder must complete, and a duly authorised representative must sign, the checklist Proposal Checklist. Only one checklist must be submitted, regardless of the number of Scanner Towers for which the Bidder is submitting a proposal.

The completed template must be included in the Common File.