**RFP 17/2012 Non-intrusive Inspection Scanning and Detection Solutions**

**Communication #4**

**Date of Issue: 4 March 2013**

1. **Answers to questions posed by Bidders.**

This communication is issued in terms of paragraph 8.2.2 and 8.3 of the *SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document.*

The information contained in the table below is issued subject to the provisions of paragraph 11.3 of the *SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document.*

These questions and answers as well as issued / reissued documents referred to in this document can be found on SARS’s website at www.sars.gov.za.

Note that the communications issued by SARS are cumulative. i.e. Communication #N will contain all questions, errata released in previous communications.(Communication #M, where M is less than N).

1. **IMPORTANT NOTICE**

**SARS has extended the Closing Date of RFP17-2012.**

Prospective Bidders who have registered for this tender are therefore advised that:

* in terms of paragraph 11 of **SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document,** SARS has amended the Closing Date from 25 February 2013 between 9:00 - 11:00 **to 11 March 2013 between 9:00 and 14:00;**
* no Proposals will be accepted by SARS other than between the amended Closing Date times; and
* the closing date and time for Bidders to submit questions to SARS has also been extended until **28 February 2013 at 16:00**

Please also take note that only Bidders who have complied with the registration procedure for RFP 17/2012 may submit a Proposal. Proposals submitted not in compliance with the prescribed mandatory RFP requirements will not be evaluated.

1. **Question and Answer**

| **No** | **Question** | **Answer** |
| --- | --- | --- |
|  | With regards to the above mentioned tender, we have downloaded all documents from the SARS website but the Pricing Schedule for Tower 4 seems to be missing. | A Proposal in response to Scanner Tower 4 does not require a Pricing template to be completed. Indicative pricing should be supplied as part of the Scanner Tower 4 Technical Response Template for each solution component proposed. |
|  | For tower 1, if supplier has not supplied 30 units as described in this tower to South Africa but OEM has this type of product Worldwide, would we be required to submit the equipment under Tower 4? Or would the fact that 313 units have been sold into Africa and more than 1020 units worldwide be acceptable proof of successful system installation and operation? | It is, amongst the other requirements for Scanner Tower 1, required of the Bidder to “have supplied at least 30 (thirty) baggage scanners to **Southern** African clients” (paragraph 6.2.1.3 of the *SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document*.) Southern Africa is defined to be South Africa; Lesotho, Swaziland; Botswana; Namibia; Mozambique; Zimbabwe.  In order for a solution to be proposed under Scanner Tower 4, the Bidder must motivate that it satisfies one of the stated categories of requirements listed in Table 9 of the *SARS RFP 17-2012 3-1 Business Requirements Specification.* |
|  | Would a system that incorporates ‘specialist technology’ but largely fulfils the roles found in towers 1, 2 or 3 be submitted as part of tower 4 | A solution that meets the requirements of Scanner Tower 1,2 or 3 should be proposed under that Scanner Tower regardless of the technology. If the ‘specialist technology’ satisfies one of the stated categories of requirements listed in Table 9 of the *SARS RFP 17-2012 3-1 Business Requirements Specification* it may also be proposed in Scanner Tower 4. |
|  | Please clarify your understanding of a ‘Portal’, as stated in Tower 4 and how you differentiate this from a static container scanner in tower 3? | In this RFP, a scanner portal is a solution through which objects (e.g. people, vehicles or cargo) pass while being scanned.  The ‘Fixed” container scanner solution is a solution which is designed to remain in one physical location for its useful life. |
|  | With respect to the OEM Guarantee, in the unlikely event that the local Company fails in its obligation, it would be unreasonable to expect the international company to maintain/service the equipment and/or respond to faults within the same amount of time as the local company could. Would negotiations be open to re-evaluate the OEM prices in this respect or should we price the unlikely risk into the quotes? | SARS is seeking solutions that will be supported throughout their useful life at predictable prices. The OEM guarantee to support a solution in the event that a local company fails in its obligations is a firm requirement of this RFP. Such support must be performed by the OEM or by a party appointed by the OEM at the prices in the Bidder’s Proposal. |
|  | Problems experienced with email address [RFP17-2012@sars.gov.za](mailto:RFP17-2012@sars.gov.za) | The problems experienced with the email address [rfp17-2012@sars.gov.za](mailto:rfp17-2012@sars.gov.za) have been resolved. It should also be noted that references to this address within the documents may contain an internal mailto: label to a different address. Bidders must use the text of the address and not the internal mailto links. |
|  | With reference to the Pre-Qualification Response: Tower 3: Page 2  Items 1: The Bidders are asked to provide proof that they have supplied scanner equipment and maintenance etc. to South African customers over the past three years.  Question: In the client list response, does it have to contain only clients who operate Tower 3 equipment or any x-ray security screening equipment?  Item 2: This item insists bidders have to have Tower 3 clients, but underneath refers to “baggage scanners”, requesting number and type in the Response section.  Question: Which is it, Tower 3 equipment or baggage scanners? | The Pre-qualification response template for Scanner Tower 3 should refer to a requirement for the Bidder to supply a list of clients to whom the Bidder has supplied scanner equipment. The references in the Pre-qualification response template for Scanner Tower 3 to ‘baggage scanners’ should be substituted with ‘Scanner Tower 3 solutions’.  In the Prequalification Response Template for Scanner Tower 2, the references to ‘baggage scanners’ should be substituted with ‘Scanner Tower 2 solution scanners’. |
|  | 3. Ref: Technical Responses:  We note that in Section 5 of the Technical Response for Towers 1, 2 and 3 there is a request for pricing.  Question: Should this not be in the Pricing Response Schedule, as this is confusing? | The pricing templates must be completed for the base specifications as specified in the Pricing Templates provided in Scanner Towers 1, 2 and 3.  The pricing to be provided in the Technical Response Templates are, as stated, budgetary, and relate to the optional additional features and configurations. The Bidder is required to specify what options are available and to provide pricing for planning purposes in the Technical Response Template. |
|  | 4. Ref: Tender Briefing 31st January 2013:  It was announced at the end of the Tender briefing that a copy of the Tender Presentation would be made available on the SARS website to assist the bidders.  Question: To date we have not yet seen this and enquire if this will still be made available to us? | The presentation is now available on the SARS tender website |
|  | The following specifications refer:  1. Business Requirement Specification, par 5.1 Table 8 specifies that “Steel penetration must be a minimum of 200mm for high radiation devices.”  2. Technical Response Template – Scanner Tower 3, par 2.1, 2.2 and 2.3 each specifies “Steel Penetration for high radiation devices Min: 200 mm”  [*Text removed*]  ..an open public tender should allow all existing advanced technologies to be presented to SARS in order to determine which solution best serves the public interest.  We therefore request SARS to change the minimum requirement for Steel Penetration in the sections referred to above as follow: “Steel Penetration for high radiation devices Min: 180 mm”. | The Bidder should propose a solution that does not meet the steel penetration requirement of200mm in Scanner Tower 4.  A solution to a specific business requirement will be sought through an RFQ process and will include Scanner Tower 4 Preferred Suppliers if the specific business requirement is for steel penetration of less than 200mm. |
|  | Would you be so kind as to advise us if whether you are using ASYCUDA at SARS, together with your other software’s like PPS (Passenger Profile System) and CRE (Customer research engine)? | SARS is not using ASYCUDA. |
|  | Question Regarding Tower 4 Submissions.  According to 8.6.1.2 of Document SARS RFP 17-2012 1-1  We are required to have audited financial statements for the past 3 (three) consecutive financial years.  We have new technology that we have incorporated into a new business. ….  Are we excluded from bidding because we do not have Audited Financials for the last 3 consecutive financial years | The requirement to submit financial statements is not a prequalifying requirement for Scanner Tower 4.  The Bidder must take note that SARS reserves the right to conduct a financial risk analysis of the Bidder as a condition of future RFQs issued in Scanner Tower 4. Such financial risk analysis would be based on the submission of audited financial statements of the Bidder. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 12 Item 4.2.4 Provision of Solutions. The Supplier will continue to perform its obligations under this Agreement, including the performance of the Deliverables, without any interruptions, including during any dispute between the Parties. Does SARS also intend for this clause to include non-payment and or breach of contract? | This clause must be read together with Dispute Resolution clause 22 and in particular clause 22.4. The intention of the clause is to secure the continued performance of services whilst the dispute is being resolved by the parties.  Non-payment and breach of contract issues will be addressed in terms of clause 23(1) and 23(2) wherein the non-paying party and the breaching party will be afforded an opportunity to remedy the breach in accordance with the timelines in the Proposed Contract. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 19 Item 7.5 Managed SARS Third Party Contracts  “[Note to the Bidder: No Managed SARS Third Party Contracts are envisaged  at Effective Date, but may be required during the Term.] 7.5.1. When and to the extent that SARS requires the Supplier to provide Managed SARS Third Party contract management services and where SARS obtains the right to disclose the terms of a Managed SARS Third Party Contract to Supplier, Supplier will manage the applicable Managed SARS Third Party’s performance of services for SARS under such contract, including with respect to the Managed SARS Third Party’s compliance with the terms of the contract addressing service levels and pricing.”  Can SARS expand on what is expected here as suppliers would not know what capabilities of the outsourced third parties are, or what risks or costs are involved? | The Bidder may assume that there are no Managed SARS Third Parties for the pricing submitted as part of the RFP.  If, as part of a NISD solution, the Supplier is required to manage Managed SARS Third Parties, it would be specified in the specification of an RFQ and the costs associated with such management services would be quoted for separately. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 15.Item 4.11. Co-operation with SARS and Third Parties- “. Supplier acknowledges that SARS may have outsourced certain of its services and business processes, related and/or ancillary to the Deliverables, to Parties and that SARS may outsource certain other functions to other Third Parties. Supplier will, at no additional cost and as part of the Deliverables, co-ordinate, co-operate and consult with such Third Parties and SARS regarding the performance of the deliverables so that Supplier and the Third Parties provide services to SARS in as seamless a manner as is reasonably possible.” Can SARS expand on what is expected here as suppliers would not know what capabilities of the outsourced third parties are, or what risks or costs are involved? | SARS has outsourced functions to service providers with whom the Supplier may have to interface, for example network management. To all intents and purposes from a Supplier viewpoint interacting with such service providers will be as if the Supplier is interacting with SARS, and all service providers contracting with SARS for outsourced services have similar provision to the clause opposite.  SARS intention with this clause is that the Supplier may not use the fact that they have to interface with a service provider staff member as opposed to a SARS staff member not to perform the Supplier’s obligations.  Given that is the intent, the risk and/or cost to the Supplier in interfacing with outsource partners of SARS is not foreseeable. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 25 Item 12.6.2 Intellectual Property Rights. “Supplier will be responsible for all financial liability related to licence and maintenance fees under SARS’s agreements with Third Parties for thelicence and maintenance of any Third Party Intellectual Property to the extent that such liability arises from Supplier’s use, support, maintenance or access to such Third Party Intellectual Property.” Can SARS expand on this as we have no knowledge of SARS agreements or cost implications regarding its third party agreements? | The intent of this clause is that, in the event the Supplier will use, support or access Third Party Intellectual Property under SARS agreements, the Supplier will be liable for the financial liability for such use, support or access. The use of such Third Party Intellectual Property would depend on the scope and nature of a NISD solution and would be specified in the RFQ / Work Order associated with such solution and the Supplier would be able to quantify the risk associated with the use Third Party Intellectual Property at the time of quoting in the RFQ  The Bidder should assume that no risk exists for the pricing of the RFP. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 26 Item15. Safeguarding of Confidential Information:  We have and will dutifully safeguard all confidential SARS information, and have respected all conditions of secrecy and non-disclosure. However, we respectfully request if SARS can assure us that all information submitted by suppliers will be kept confidential and not passed to competitor suppliers before or after the tender award. | Access to Proposals is strictly controlled and SARS assures Bidders that SARS staff participating in the evaluation and award has signed non-disclosure and secrecy agreements.  All SARS employees and contractors are required to sign the SARS Oath of Secrecy to ensure the on-going confidentially of all SARS information including that of SARS suppliers.  Should the Bidder wish to include additional terms governing the confidentiality of supplier information in the Proposed Contract the Bidder should include such terms as part of the mark-up template. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 44 - 21. Benchmarking  21.1. SARS has the right, at its option and not more than once in each Contract Year but not at all within the first 12 (twelve) months of the Commencement Date of a Work Order, to initiate a benchmarking process, in respect of some or all of the Deliverables, in order to evaluate and measure the extent to which SARS is receiving the Deliverables competitively. Such benchmarking exercise includes evaluating the following:  Can SARS explain why, if prices have been tendered, presumably considered, confirmed and adjudicated, this process is necessary? Does it mean that tendered prices on an award are not acceptable? | The lifetime of a NISD solution may extend over a period of years depending on the solution. SARS wants comfort that the on-going costs (e.g. support and maintenance) remain competitive over the lifetime of the solution. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 48 - 22.4. Continued Performance  SARS reserves the right to withhold payment of amounts it disputes in good faith under Clause 3.3of Schedule D (Pricing, Invoicing and Payments), and to terminate the Agreement while the dispute is being resolved. Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved, unless SARS terminates the Agreement as aforesaid.  This clause is confusing, as it appears to say that the Agreement can be terminated by SARS whilst still negotiating disputes and suppliers must continue to perform obligations after the Agreement has been terminated? This does not make sense. | The essence of this is clause is two-fold:   1. SARS may elect to withhold payments of disputed amounts and terminate the agreement. However the fact that SARS has terminated the agreement does not take away the fact that the issue of disputed amounts must still be resolved in terms of the provisions of this agreement. 2. If SARS does not opt to terminate this agreement, then the parties will continue performing their respective obligations whilst the dispute is being resolved hence the provision of the clause below.   “Each Party agrees to continue performing its obligations under this Agreement while any dispute is being resolved, unless SARS terminates the Agreement as aforesaid.” |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 49 - 23.3. Termination for Convenience  Unless otherwise agreed between the Parties or otherwise provided in this Agreement SARS may terminate this Agreement in whole or in part for convenience and without cause at any time by giving Supplier at least 90 (ninety) days prior notice designating the Termination Date. SARS will have no liability to Supplier with respect to such termination. This clause appears to suggest that the agreement could be cancelled after the supplier has shipped equipment ordered by SARS. Can SARS explain the intent here? | The termination referred to in this clause is not intended to apply to the cancellation of work-orders for equipment. Such orders would be binding subject to any specific conditions of the work order or of handover into production.  SARS must be able to cancel maintenance and support on equipment in the manner set out in, and subject to the terms of, clause 23.3. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 51 – Item 24.4.2 Entire Agreement Amendment. “.This Agreement, including any schedules, appendices and attachments referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. For the avoidance of doubt, the Supplier’s standard terms will not apply to the Deliverables”.  Please note that standard terms & conditions with specific reference to x-ray machines, may include international due diligence agreements with reference to compliance and disposal of equipment. Does SARS request that these conditions are not applicable, as these terms & conditions may form part of an OEM agreements? | If the future order of NISD solutions would be subject to terms that lie outside the Agreement, the Bidder must return appropriate mark-ups as part of its Proposal.  The Bidder is advised that a blanket rejection of this clause would be considered to be a high risk. The Bidder is advised to list the specific terms (for example from the Bidder’s standard terms or those of its OEM) that the Bidder would include that may impose an additional burden or risk to SARS. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 55/56 Item 24.16.9.Performance Bond. ”The Performance Bond in respect of a Work / Change Order will automatically be revoked on expiry of a period of 6 (six) months after the termination or expiry of the Work / Change Order; or termination of the Agreement” Can SARS advise why the Bond is being held back for 6 months after the above mentioned is completed? Why so long? | Disengagement obligations may be extended up to 12 months after the effective date of termination. The performance of disengagement obligations is required by SARS to be warranted for at least a period of six month after the effective date of termination. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 117: Item 16.3. Infrastructure Provisioning  “Regardless of whether specifically required in the terms of the Work Order, the Supplier must ensure that it is in possession of the necessary CIDB registration(s) to perform work specified in an RFQ and must bring such registration requirement to SARS’s attention before the conclusion of the Work Order”.  Is SARS aware of the amendments to the CID Regulations of 2008 ,which basically advised all companies registered with the CIDB as “alarms, security and access control system providers”, would as from 2009,no longer be a required to be registered with the CIDB, and be removed from the Register of Contractors? | SARS is aware of the 2008 amendments to the CIDB regulations.  However, the prescripts of the CIDB require registration of contractors for construction work. Included in the business requirements specification are requirements for the Supplier to perform minor construction work. Such work is anticipated to require the Bidder’s or the Bidder’s subcontractor’s registration with the CIDB. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 140 Item 2.1.2:-Charges “Supplier will waive expedite charges for any NISD Solution(s) ordered under the Agreement. There will be no limit on the number of expedite requests.”-Can SARS clarify the term “expedite charges” and what the intent is here? | Expedite charges are additional charges incurred by the Supplier in order to meet agreed deadlines. |
|  | With reference to : the Proposed Contract Terms and Conditions:  Page 140 Item 2.1.3 Charges. “SARS will have the right to reschedule or delay installation due dates for service elements or equipment without incurring any increased or separate charges”.  Can SARS confirm that this clause relates to service/maintenance schedules and not scheduled delivery and installation of equipment? | This clause applies to service/maintenance as well as scheduled delivery and installation of equipment. |
|  | Ref: Summary, Guidelines, Instructions And Conditions:  Page 23 Item 7.5 Sub-Contractors:  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.  Could SARS clarify the term sub-contractors, as most suppliers will for instance, “sub-contract” freight forwarders and shipping agents, and other outsourced suppliers of various services or even equipment, such as roller conveyors for the x-ray machines. Also suppliers may decide to supply more local content than originally considered i.e. in the case of mobile scanners where local chassis could be purchased for mounting imported scanners, or locally manufactured containers for mobilising the screening units. Under this clause it is difficult at this stage to identify or complete all the requirements stated for sub-contractors and would limit the scope for the project for SARS. | Subcontractors must be distinguished from suppliers. Where the Bidder intends to contract work to another supplier for work specified in the statement of work and/or that SARS would interact with directly, this would be considered to be subcontractor for the purposes of this RFP. The examples listed of freight forwarders, shipping agents, while necessary to provide the solution, do not perform work specified in the statement of work and SARS would not deal with such parties directly and hence would not be regarded as subcontractors.  Suppliers of equipment / components of a solution are not considered to be subcontractors. |
|  | Ref: Summary, Guidelines, Instructions And Conditions Page 16 Item 5.9.2 Terms of Contract “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 conclusionof 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.  Can SARS confirm that this clause would not impeach on an existing Work Order? | A cancellation in terms of Clause 5.9.3 would terminate any Work Order issued under and governed by the NISDS Agreement.  As in the answer to question #20, the order for equipment under a Work Order would be binding on the Parties notwithstanding the termination of the NISDS Agreement. |
|  | Ref: Summary, Guidelines, Instructions And Conditions Page 32 of 48, Item 10.2.1.5 refer Item 9.4.6.3 re Bid Bond- the last paragraph of this clause states that SARS can withhold the Bid Bond “for any reason”  Can SARS confirm that it intends to utilise this clause to withhold repayment of the bonds, or will they expand on this clause, or be prepared to modify it, as suppliers need to be assured of the risks involved in submitting a bid, as these tender bids are already expensive to compile. | Paragraph 9.4.6.3 applies to a Bidder who has been selected for appointment as a Preferred Bidder in a Scanner Tower. It is SARS’s interest, on a Bidder selection to conclude the NISDS agreement with the Bidder to confirm the appointment as soon as possible on the terms contained in the Bidder’s Proposal.  Paragraph 9.4.6.3 (read together with 10.2.1.5) states that SARS may encash the Bid Bond if an NISDS Agreement may not be expeditiously concluded with the Bidder for any other reason. This implies that the Bidder is at fault.  SARS is not raising the risk for Bidders to submit a bid, it is only reducing SARS risk of entertaining misleading or misrepresented Proposals and of entering into protracted bad faith negotiations. |
|  | We refer Tender RFP 17-2012-5-4-1 Pricing template Scanner Tower 1. It states as follows:  “Monthly Break-fix (labour & parts),per device for number of scans up to Number of scans specified in T2,(inc vat),(Device Category /Support level/Service Coverage Period (excluding parts)”  Can SARS please clarify in this section exactly what they want, and if it is including parts or excluding parts, and if just service parts? | Break-fix charges include the charges for equipment /spare parts |
|  | Certain civil works is needed for a specific type of Scanner, pls kindly advice where to put the price information for the required civil works. | Construction work pricing is not specifically requested as the costs would depend to a large degree on the specific site layout, location etc.  If the Bidder has a specific civil works requirement for a solution this must be specified in the Technical Response Template. The pricing for such special civil works can be submitted in the Technical Response Attachments. See SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document paragraph 12.4.4 for details on submitting document in the Technical Response Attachments. |
|  | More Scanner models are to be provided to a category of the tower ( for example, Fixed, Tower Three , how should the relevant pricing template be dealt with ? | The Bidder must propose one model for each specification set out in Tower 3 and the pricing for each model must be provided in the Pricing template for that Tower. The Bidder should propose the most cost effective model that complies with the specifications for that Tower. If the Bidder wishes to submit pricing for an alternative model, the Bidder may do so by submitting it as part of Section 5 of the Technical Response Templates (Product Portfolio) |
|  | How many copies of tender documents are required to be submitted to SARS? | The Bidder is required to submit a single hardcopy and a single electronic copy of the various parts of the Proposal. (Paragraph 12. of SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document) |
|  | With regards to tender RFP 17/2012, I would like to find out whether a bidder can submit their sub bidders PSIRA certificate as part of the tender documents. | The Bidder’s attention is drawn to the following requirement in paragraph 6.2.1.3 of the SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document.  “*The Bidder must ... be registered with, or have obtained exemption from registration from, the Private Security Industry Regulatory Authority (PSIRA).”*  This requirement applies in all 4 (four) Scanner Towers |
|  | Due to the far reaching nature of the requirements published in the RFP (capital intensive, technical and security), the Bidder submitting the response is a Joint Venture comprising 3 companies. Hence the Joint Venture:  does not have licences for the proposed solution in terms of the Hazardous Substances Act (Act 15 of 1973), but one of the Joint Venture members has.  is not registered with the Private Security Industry Regulatory Authority (PSIRA), but one of the Joint Venture members is.  Please confirm that this will satisfy the corresponding Pre-Qualification Requirements of the Bidder. | The Bidder is advised to read the terms of the RFP set out in paragraph 6.2.1 of  SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document. In particular the provisions of paragraph 6.2.1.1 must be considered which states  “*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.”* |
|  | We are the company outside South Africa, can we attend this bid directly and appoint a local company as our agent to carry out the local delivery and the local services? | It is not a requirement for a Bidder to be registered in South Africa.  The pre-qualification requirements set out in paragraph 6.2 of SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document apply regardless of whether a Bidder is incorporated in South Africa or not.  The appointment of a local company to carry out the local delivery of services will be subject to the requirements governing subcontractors set out in paragraph 7 and elsewhere in SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document. |
|  | As above question, we are the company outside South Africa, we have no the Tax Clearance Certificate required in item 6.2.1.2 <Main Documents page 17 of 48>. Is it acceptable? | The company registered outside South Africa may not have a South African Tax Clearance Certificate but such company must warrant that it complies and will comply with any tax legislation that applies to it and/or might be applicable to it. |
|  | As a foreign company, we also have to provide the bid bond in the proposal? If it be the necessary, can we issue the bid bond by a foreign bank? Can we provide the proposal firstly and present the bid bond some weeks later as it will take long time to process the bid bon if it needs to be issued by a South African bank? | The bid bond must be issued by a registered South African financial institution and must be submitted with the Bidder’s Proposal. |
|  | In each Scanner Tower, can we bid only one or two category, for example, in tower 2, we only bid small and medium type? | It is a requirement that the Bidder’s Proposal for a Scanner Tower must meet all the mandatory requirements for that Scanner Tower. |
|  | Shall we need to comply all specifications stated in the table of each Scanner Tower (minimum specifications) in the Business Requirements Specifications? For example, in Table 2: Scanner Tower 1 Solutions Specifications (item 3.1 in Business Requirement Specifications): It requires Min 1000mm x 1000mm tunnel opening and max. 250kg conveyor capacity, and can we propose the tunnel opening by 1000mm x 800mm and the max conveyor capacity 200kg? | The specifications define the minimum requirements for the solution. Using the example provided in the question:  In order for a solution to qualify as a Large solution in Scanner Tower 1 the solution proposed must have a minimum tunnel opening of 1000mm x 1000mm. The conveyor must be able to take object of weight up to 250 kg. If the solution proposed does not meet these specifications, the proposed solution will not qualify as a Large solution under Scanner Tower 1. |
|  | Will the Further Solution Options be evaluated in the first evaluation stage? If we cannot propose the further solution options, will it be effected? | The further solutions are not pre-qualification requirements. Solutions proposed under the further solution options will be evaluated and will contribute to the 75% requirements set out in paragraph 9.3.2 of the SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document. |
|  | For the Scanner Tower 3, does the Cobalt 60 source (Gamma Ray) acceptable for the container scanner? | The solution must comply with the specifications as set out in the Business Requirement Specification and elsewhere in the RFP pack. The Bidder may propose any solution which complies with the specifications set out. |
|  | In terms of the requirement below, please confirm whether **an Insurance Guarantor Guarantee** from a **registered South African insurance company** is regarded as an acceptable financial institution:  *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 bid bond must meet the requirements of paragraph 10 of SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document and must be in form set out in SARS RFP 17-2012 5-6 Bid Bond - required format.  An Insurance Guarantor Guarantee will not qualify as a bid bond. |
|  | In Non-Intrusive Scanning and Detection Solution-Q&A-Communication 1 - Annexure you advise in response to question 10 that a solution that does not meet the steel penetration requirement of 200mm should be proposed in Scanner Tower 4 and that an RFQ process will include Scanner Tower 4 Preferred Suppliers.  The following questions arise:   * 1. In the response to question 1 it is explained that a proposal in response to Scanner Tower 4 does not require a pricing template and indicative pricing should be supplied as part of the Technical Response Template for each solution component. But the Technical Response Template only requires that a single budgetary price per model be supplied [Bidder must supply budgetary pricing for the Scanner Model in ZAR]   In the absence of comparative prices, how is the abovementioned RFQ process of comparing responses from both Tower 3 and Tower 4 Portal preferred suppliers envisaged to work?  Or will the solutions offered in Tower 4 Portal be simply remain at the apparent “RFI” status level when RFQs are issued to Tower 3 preferred bidders?   * 1. In the response to question 4 it is explained that a Portal as envisaged in Tower 4 is a solution through which objects pass while being scanned while a Fixed scanner in Tower 3 is a solution designed to remain in one physical location for its useful life.   Our solution that you advised to offer under Tower 4 is available in 3 options, namely Fixed, Re-locatable and Mobile.  Are we thus not allowed to offer the Fixed option under Tower 4 but only the re-locatable and mobile options? | (a)  The outcome of the RFP process will be the selection of Bidders for appointment as Preferred Suppliers. In the case of Scanner Towers 1, 2 and 3 it is SARS intention to appoint at most two Preferred Suppliers in each Scanner Tower. Pricing is required to be provided in these Towers in order to rank the Bidders according to the 90/10 evaluation principle.  The appointment of a Bidder as Preferred Supplier in Scanner Tower 4 is dependent on pre-qualified Bidders obtaining sufficient points for functionality only. The submission of pricing is for budgetary purposes only and will inform SARS as to the affordability of solutions in developing business requirements.  If it is not clear that a business requirement will be satisfied by a solution provided from Scanner Tower 1, 2 or 3 and the requirement falls within a category of requirement within Scanner Tower 4 then Scanner Tower 4 Preferred Suppliers may be included in the RFQ process together with the Preferred Suppliers in Tower 1, 2 or 3 for a solution to satisfy such a business requirement.  The RFQ process will request the submission of pricing from all suppliers invited to participate in the RFQ including, if Scanner Tower 4 Preferred Suppliers have been invited to respond, Scanner Tower 4 respondents’ pricing. The pricing of all compliant solutions submitted in response to the RFQ will be evaluated as part of a 90/10 or 80/20 basis depending on the value of the RFQ.  (b)  The definitions of “Portal” and “Fixed” solutions are not mutually exclusive. It is thus possible to propose a Portal type scanner that is Fixed, Re-locatable and/or Mobile.  To distinguish the solutions requested in Tower 3 from Portal scanners: in Tower 3 the solution requires the object to be scanned to be moved to the scanner and held stationary while the object is scanned. A Portal solution requires that the object moves (passes through) the scanner solution while being scanned.  Thus the answer to the question is no, the Bidder may propose a fixed, re-locatable and mobile option for a Portal scanner under Scanner Tower 4. |
|  | The nature of the devices (busses, containerised cargo for trucks ranging from 5 to 24 meters with variable scan length and multi-axle tractor-trailers) are such that there is a limited number of customers in any country – who else but SARS would be acquiring such devices in South Africa? Furthermore, the technology offered appears to be so new that provision has not been made for it to be offered in Scanning Tower 3 but has to be offered in Tower 4, yet the bidder is required to:   * 1. be registered with the Private Security Industry Regulatory Authority (PSIRA) in the Pre-qualification template and 4.3.2 of the Technical Response Template for Scanner Tower 4.SARS is requested to relax this requirement for a licence to be submitted by the bidder upon its appointment as Preferred Bidder.   2. have a licence for its proposed NISD Solutions in terms of the Hazardous Substances Act (Act 15 of 1973) in the Pre-qualification template and 4.3.2 of the Technical Response Template for Scanner Tower 4.  SARS is requested to relax this requirement for a licence to be submitted by the bidder in its response to an RFQ issued by SARS.   3. provide details of at least 3 South African customers that will provide written references for the bidder’s portal scanner solutions in 4.1.2 of the Technical Response Template for Scanner Tower 4.  SARS is requested to relax this requirement to 3 references of customers worldwide.   4. to already comply with the South African Code of Practice for Industrial Radiography, Department of Health, Directorate of Radiation Control, January 2002 and list the names, ID No’s and SABS BIN No. of the service personnel accredited by SABS and OEMs and any other bodies, to carry out servicing of the Scanner Tower 4 devices available from the Bidder in 4.3.2 of the Technical Response Template for Scanner Tower 4.  SARS is requested to relax this requirement for confirmation/evidence of compliance and the list of service personnel to be submitted by the bidder in its response to an RFQ issued by SARS. | SARS does not fully understand the question, as the solutions sought for containerised cargo for trucks ranging from 5 to 24 meters with variable scan length and being able to accommodate multi-axle tractor-trailers are requested under Scanner Tower 3. If (new) technology exists that satisfies the specifications for Scanner Tower 3 then it may be proposed in Scanner Tower 3   * + 1. The requirement for registration with PSIRA is a statutory requirement. The requirement is for a **business** to be registered and is therefore not dependent on whether technology being proposed by the business is established or not. This is a requirement for all Scanner Towers, including Scanner Tower 4.     2. The licence to provide equipment in terms of the Hazardous Substances Act (Act 15 of 1973) is a pre-qualification requirement for a solution proposed.     3. The details of 3 South African customers is **not** a pre-qualification requirement for Scanner Tower 4.In the absence of South African references, the Bidder may provide non-South African references in References section of the Technical Response Template with a motivation as to why no local references are provided. The bid evaluation team will evaluate accordingly.     4. Compliance with the South African Code of Practice for Industrial Radiography, Department of Health, Directorate of Radiation Control, January 2002 and a listing of the names, ID No’s and SABS BIN No is **not** a pre-qualification requirement for Scanner Tower 4. |
|  | In tower 1, under conveyor capacity, You refer to the conveyor capacity of the Large scanner to be MAX 250kg, what is the min conveyor capacity allowed for such machine. | The meaning of the specification is that the conveyor must be able to support objects of up to 250kg.  SARS requires the specification of a scanner solution to support the scanning of objects up to a maximum of 250kg. The solution proposed by the Bidder may support the scanning of objects greater than 250kg.  There is no requirement for an object to be of a minimum weight before the conveyor can function. The solution must be capable of scanning objects of all weights below the specified maximum. |
|  | For non-South African companies bidding with South African support companies, must the South African subcontractor companies provide tax clearance certificates | Bidders are referred to clause 8.6.1.7.of the SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document. All subcontractors are required to submit Tax Clearance Certificates and Oaths of Secrecy. |
|  | 1. Ref: Proposed Contract Terms and Conditions:  Page 140 Item 2.1.2:-Charges “Supplier will waive expedite charges for any NISD Solution(s) ordered under the Agreement. There will be no limit on the number of expedite requests.”-  It is accepted that the supplier would incur all charges incurred to meet agreed deadlines, but we are unclear on the terminology of “no limit on the number of expedite requests”. Why would there be limitless requests if delivery schedules had been agreed. What is the intent here? | SARS’s intent is that regardless of the actions that the Supplier must take to meet the agreed delivery schedule the Supplier will be held to the agreed price. Therefore additional charges incurred to meet the delivery schedules will be for the Supplier’s account.  In the event that SARS requests an agreed delivery schedule to be expedited, charges associated with the expediting of the order would be agreed between SARS and the Supplier prior to the execution of the expedite request by the Supplier.  The Bidder may mark-up this clause 2.1.2 on page 40 of the Proposed Contract to a form of the clause that is acceptable to the Bidder. To the extent that the mark-up reflects the intent set out above, the mark-up will not detrimental to the Bidders score. The Bidder is reminded that any mark-up made that imposes additional risk to SARS will be detrimental to the Bidder’s score. |
|  | Page 140 Item 2.1.3 Charges. “SARS will have the right to reschedule or delay installation due dates for service elements or equipment without incurring any increased or separate charges”.  We see that your answer states that this would include equipment.  Would SARS confirm whether or not such delays involving delivery and commissioning of equipment to site, would delay SARS payment schedules to Suppliers, or would SARS consider off-site payments in such an instance where imported or local equipment had already been completed and was ready for delivery. We are also concerned that such delays could incur storage charges | SARS’s intent is that SARS may reschedule the delivery and installation of equipment without automatically incurring charges. Where a rescheduling of the delivery and installation of equipment will result in the Supplier incurring additional charges then, in principle, SARS will be liable for the additional charge upon proof that the Supplier could not avoid incurring such charges and that the Supplier in fact incurred such charges.  In terms of legislation SARS may only pay for equipment upon delivery to SARS. Any costs incurred as a result of a delayed payment will be dealt with under the intent expressed above.  The Supplier will remain responsible for the equipment until it is delivered and accepted by SARS. Additional insurance costs to cover the equipment during the delay will be dealt with under the intent expressed above.  The Bidder may mark-up this clause 2.1.3 on page 40 of the Proposed Contract to a form of the clause that is acceptable to the Bidder. To the extent that the mark-up reflects the intent set out above, the mark-up will not detrimental to the Bidders score. The Bidder is reminded that any mark-up made that imposes additional risk to SARS will be detrimental to the Bidder’s score. |

1. **Errata**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No** | **Document** | **Ref** | **Original Text / *Description*** | **Corrected Text / *Description*** |
|  | SARS RFP 17-2012 1-1 Non-intrusive Inspection Scanning and Detection Solutions Main Document | 9.3.2. | *The Product Portfolio criterion is specified as 16 (sixteen) for Scanner Tower 4.* | *The Product Portfolio criterion must be specified as 24 (twenty-four) for Scanner Tower 4.* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.1 | Tunnel Opening  Min: 1000mmx1000mm  Max:1450mmx1450mm | Tunnel Opening  Min: 1000mmx1000mm  ~~Max:1450mmx1450mm~~  *The Maximum limitation on tunnel opening must be removed* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.1 | Conveyor Capacity (Weight)  Min:1000kg  Max:3000kg | Conveyor Capacity (Weight)  ~~Min:1000kg~~  Max:3000kg  *The Minimum weight limitation must be removed* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.2 | Tunnel Opening  Min:1500mmx1500mm  Max:1800mmx1800mm | Tunnel Opening  Min:1500mmx1500mm  ~~Max:1800mmx1800mm~~  *The Maximum limitation on tunnel opening must be removed* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.2 | Conveyor Capacity (Weight)  Min:1000kg  Max:3500kg | Conveyor Capacity (Weight)  ~~Min:1000kg~~  Max:3500kg  *The Minimum weight limitation must be removed* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.3 | Tunnel Opening  Min:2500mmx2500mm  Max:3500mmx3500mm | Tunnel Opening  Min:2500mmx2500mm  ~~Max:3500mmx3500mm~~  *The Maximum limitation on tunnel opening must be removed* |
|  | SARS RFP 17-2012 5-2-2 Technical Response Template - Scanner Tower 2 | 2.3 | Conveyor Capacity (Weight)  Min:2000kg  Max:5000kg | Conveyor Capacity (Weight)  ~~Min:2000kg~~  Max:5000kg  *The Minimum weight limitation must be removed* |
|  | SARS RFP 17-2012 5-1-1 Pre-qualification Response Template - Scanner Tower 1  SARS RFP 17-2012 5-1-2 Pre-qualification Response Template - Scanner Tower 2  SARS RFP 17-2012 5-1-3 Pre-qualification Response Template - Scanner Tower 3  SARS RFP 17-2012 5-1-4 Pre-qualification Response Template - Scanner Tower 4 | Pg2 Header | RFP 17/2012 ICT Facilities Services | RFP 17/2012 Non-Intrusive Inspection Scanning Detection Solutions |
|  | SARS RFP 17-2012 3-1 Business Requirements Specification | 3.1  4.1  5.1 | Image archiving (see paragraph Error! Reference source not found**.**) | Image archiving (see paragraph 7.5) |
|  | SARS RFP 17-2012 5-1-2 Pre-qualification Response Template - Scanner Tower 2 | Table Item 2 | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number and type of baggage scanner. | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number and **Tower 2 solution** type. |
|  | SARS RFP 17-2012 5-1-2 Pre-qualification Response Template - Scanner Tower 2 | Table Item 3 | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number, type and location of baggage scanners currently under maintenance. | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number, type and location of **Tower 2 solutions** currently under maintenance. |
|  | SARS RFP 17-2012 5-1-3 Pre-qualification Response Template - Scanner Tower 3 | Table Item 2 | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number, type and location of baggage scanners currently under maintenance. | The Bidder must provide a statement in the response section indicating its compliance to this requirement including the client, number, type and location of **Scanner Tower 3 solutions** currently under maintenance. |

1. **Documents Reissued**

|  |  |  |
| --- | --- | --- |
| **No** | **Document** | **Correct Version** |
|  | *No document has been re-issued (as at 18 February 2013)* |  |