South African Revenue Service

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 17/2026

THE SUPPLY, INSTALLATION, DAY-TO-DAY MAINTENANCE AND SUPPORT OF ELECTRICAL SYSTEMS (LOW, MEDIUM AND HIGH VOLTAGE) AT THE SOUTH AFRICAN REVENUE SERVICE

MAIN RFP DOCUMENT

INSTRUCTIONS, GUIDELINES, AND CONDITIONS OF TENDER

TABLE OF CONTENTS

1 PURPOSE OF THIS REQUEST FOR PROPOSAL 3

2 OVERVIEW OF SARS' REQUIREMENTS 3

3 STRUCTURE OF THE RFP PACK 4

4 KEY ACTIVITIES AND DATES 4

5 COMMUNICATION 5

6 TENDER PREPARATION AND SUBMISSION 6

7 EVALUATION OF PROPOSALS 8

8 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS 19

9 COMPLAINTS AND ALLEGATIONS 20

10 GENERAL CONDITIONS OF BIDDING 21

11 CHECKLIST OF RETURNABLES 27

REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

1.1 The purpose of this Request for Proposal (RFP) is for the South African Revenue Service (SARS) to invite suitably qualified service providers (bidders) to submit proposals (tenders) in accordance with the rules set out in this RFP for an appointment as a service provider(s) on a non-exclusive basis.

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Summary of the scope

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

2.2 Background

2.2.1 The SARS Strategic Plan outlines nine strategic outcomes which inform the activities and the allocation of organisational resources to achieve its core mandate. The achievement of these strategic outcomes is dependent on the availability of reliable, safe, and fit-for-purpose infrastructure that enables uninterrupted service delivery across all SARS operational environments. As such, the effective management, maintenance, and optimisation of SARS' built environment infrastructure is a critical enabler of business continuity, employee productivity, stakeholder service delivery, regulatory compliance, and risk management.

2.2.2 Electrical infrastructure forms an integral component of SARS facilities. The failure or deterioration of such systems may result in operational disruptions, service interruptions, health and safety risks, increased maintenance costs, and potential non-compliance with applicable statutory and occupational health and safety requirements.

2.2.3 To mitigate these risks and ensure the continued reliability and performance of electrical assets, SARS intends to establish national contracts with suitably qualified and experienced service providers for the provision of day-to-day electrical maintenance services across all SARS offices and facilities nationwide for a period of three (3) years. The contracts will enable SARS to implement planned preventative maintenance, corrective maintenance, emergency repairs, fault finding, testing, commissioning, and replacement of electrical components where required.

The establishment of these national contracts will provide SARS with a consistent, standardised, and responsive maintenance solution that supports operational resilience, improves asset lifecycle management, enhances workplace safety, and ensures compliance with relevant legislation and industry standards. The successful Bidder(s) will be required to supply, install, day-to-day maintenance and support of electrical systems “as and when” required to SARS sites in a region to which it is appointed. The geographical footprint of SARS sites has been divided into nine (9) regions for the purposes of these Services. Bidders are required to indicate the region(s) for which they are submitting a bid in Annexure B.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

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

Table 1: RFP pack outline and contents

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

4 KEY ACTIVITIES AND DATES

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

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	**Bid Number:**	RFP 17/2026
2.	**Description:**	The supply, installation, day-to-day maintenance and support of electrical systems (low, medium and high voltage) at the South African Revenue Service
3.	**Duration of contract:**	The successful bidder will be appointed for a period of three (3) years, subject to SARS terms and conditions.
4.	**Validity period of proposals:**	Bids submitted will be valid for a period of 180 calendar days from closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.
5.	**Advertisement of the RFP:**	**a) National Treasury e-Tender Portal: 14 August 2026** **b) SARS website: 14 August 2026** **c) CIDB website: 14 August 2026**

6.	**RFP pack (complete set of bid documents) available for download from National Treasury e-Tender Portal and SARS website:**	**14 August 2026**
7.1	**Virtual briefing session date and registration:**	The **non-compulsory** briefing session will be held virtually via Microsoft Teams meeting and can be accessed at the following link: https://teams.microsoft.com/meet/3488838179489?p=uf4PA2upqxIns5VYwY Meeting ID: 348 883 817 948 9 Passcode: oi33mH24 Date: 21 August 2026 Time: 11:00am
8.	**Bidders to submit written questions on or before:**	**14 August 2026 to 4 September 2026**
9.	**SARS to respond to bidders' written questions on or before:**	**7 September 2026**
10.	**CLOSING DATE AND TIME (proposals due):**	**15 September 2026 at 11:00am**

4.2 All dates and times in this RFP are South African Standard Time. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action or create any right or expectation in any way for any bidder to demand that any action be taken on the date established, or on any other date. A bidder accepts that if SARS extends the deadline (closing date) for proposal submissions for any reason whatsoever, the requirements of this RFP will apply equally to the extended deadline.

5 COMMUNICATION

5.1 All communications to SARS must be addressed to the SARS Tender Office, emailed to tenderoffice@sars.gov.za, and must contain a clear reference to this RFP. Communication sent by SARS must only be regarded as official communication if sent from tenderoffice@sars.gov.za, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.

5.2 A bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify a bidder if the bidder communicates or attempts to communicate any information regarding this RFP to any of SARS' employees; officials; or any third parties involved in the preparation, evaluation, or award of the RFP other than through the official contact provided.

6 TENDER PREPARATION AND SUBMISSION

6.1 Introduction

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

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

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

6.2 Question and answer process

6.2.1 A bidder may submit questions to SARS as part of the question-and-answer process to gain a full understanding of any aspect of the RFP that is not clear to the bidder.

6.2.2 Between the dates given in paragraph 4, SARS will receive written questions sent by bidders by email through the official contact provided in this document. SARS will respond to these questions, but however is not be obliged to respond to a question which in SARS' opinion is inappropriate and does not reasonably warrant an answer. The questions and answers will be published on the National Treasury e-Tender Portal and the SARS website. The identity of a bidder who has directed a question to SARS will not be disclosed by SARS in such responses.

6.2.3 SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such reissued or additional documentation will be published on the National Treasury e-Tender Portal and SARS website. It is a bidder's responsibility to visit the National Treasury e-Tender Portal and SARS website at regular intervals to ensure that a bidder uses the latest versions of documents in the RFP pack.

6.2.4 **The National Treasury e-Tender Portal must be treated as the primary means of communication. In the event of any other communication that conflicts with communications posted on the National Treasury e-Tender Portal, the National Treasury e-Tender Portal communication will prevail.**

6.3 Central Supplier Database

6.3.1 All bidders wishing to do business with SARS must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

6.3.2 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

6.4 Proposal submission

6.4.1 For this RFP, SARS will accept proposal submissions in the form of physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office.

6.4.2 The physical proposal submissions must be deposited in the SARS tender box on or before the closing

date and time at the SARS Tender Office, situated at the main entrance at:

SARS Procurement Tender Office, **Lehae La SARS,** **299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn,** **Pretoria, 0181.**

6.4.3 The proposals may also be couriered to the address provided in the afore mentioned paragraph.

6.4.4 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used.

6.4.5 Late proposals will not be accepted.

6.4.6 The onus is on the bidder to ensure that its proposal submission and documentation received by SARS in this bid are submitted timeously and are accurate and complete. Failure by any bidder to discharge this onus will result in proposal submissions being disqualified for consideration.

6.5 Instruction for submitting a proposal

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

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

6.5.3 A bidder's proposal is required to be submitted in two forms:

1 x Hardcopy submission	One (1) hardcopy submission clearly marked. A "hardcopy submission" means an A4 ring bound lever arch file.
1 x Electronic submission	One (1) electronic submission of a complete copy of the hardcopy submission. An "electronic submission" means a memory stick (USB stick) containing a complete copy of the hardcopy submission. The onus is on the bidder to ensure that the electronic submission submitted is a complete copy of the hardcopy submission.

6.5.4 The hardcopy and electronic submission must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

6.5.5 **Technical and Pricing information must be included in separate folders. The Technical information must be included in "Folder 1", and the Pricing information must be included in "Folder 2".**

6.5.6 A bidder is required to submit the contents of its submission (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

Files		Section	Responses
Folder 1: TECHNICAL proposal	• RFP reference • Description • Bidder name	**1**	• Prequalification documents (SBD and other documents), *excluding SBD 6.1 Preference point claim form*
		2	• Response to mandatory requirements (if applicable) • Supporting documents for mandatory requirements (if applicable)
		3	• Response to technical requirements • Supporting documents for technical requirements
		4	• Company profile • Supplementary information
		5	• GCC and Draft agreement
Folder 2: PRICE and B-BBEE/ specific goals proposal	• RFP reference • Description • Bidder name	**1**	• B-BBEE certificate or sworn affidavit • SBD 6.1 Preference point claim form
		2	• Pricing response template
		3	• A complete set of three (3) most recent years annual financial statements as detailed in this RFP

7 EVALUATION OF PROPOSALS

7.1 Process after the closing date

7.1.1 After the closing date and time SARS, will evaluate the proposals with reference to SARS' evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

7.2 Prequalification evaluation process (Gate 0)

7.2.1 SARS has defined minimum administrative prequalification criteria that must be met by a bidder. The table below contains the administrative prequalification documents that are required as part of a bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective bidder(s).

7.2.2 Where a bidder's proposal fails to comply fully with any of the prequalification criteria, SARS may at its discretion allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a grace period of **seven (7) working days** or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the bidder.

7.2.3 **SARS will disqualify a bidder who does not achieve full compliance of the prequalification Standard Bidding Documents (SBD) after the grace period provided by SARS.**

Table 4: Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission will result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document.	YES
2.	SBD 4: Bidder's Disclosure	Bidder to complete and sign the supplied pro forma document.	YES
3.	SBD 6.1: Preference points claim form	Bidder to complete and sign the supplied pro forma document, to claim the points for B-BBEE / specific goals.	NO Non-submission will lead to a zero score on B-BBEE / specific goals.
4.	Proof of registration on the Central Supplier Database (CSD)	Bidder to submit the proof of registration on CSD.	NO However, a bidder must be registered on CSD in order to be considered for award.
5.	General Conditions of Contract (GCC)	Bidder to sign the supplied pro forma document.	NO The recommended bidder(s) will be required to sign the applicable Agreement / GCC on award.
6.	Annexure B – Indication of Region(s) Bidding for	Bidder to complete the supplied pro forma document	NO

7.3 **Mandatory evaluation process (Gate 1)**

7.3.1 Only Bidders that have met the prequalification criteria in Gate 0 will be evaluated in Gate 1 for mandatory evaluation. The table below contains the mandatory evaluation criteria.

7.3.2 **If a bidder does not meet any of the mandatory evaluation criteria, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

Table 5: Mandatory evaluation criteria

	Mandatory evaluation criteria	Bidder to submit as proof
1.	Minimum CIDB Grade: 4EB or higher	YES – Please submit a "print" screen of CIDB active grading for each Region you are bidding for.
2.	Proof of Registration as an Electrical Contractor with Department of Labour	Recently Certified Valid Proof of Registration as an Electrical Contractor with Department of Labour. NB: Certified copy must be not older than 6 months
3.	Public Liability or letter of intent R1 million	A valid copy of Public Liability Insurance for

	Mandatory evaluation criteria	Bidder to submit as proof
	and above	a minimum of R1million or provide a letter of intent that cover will be taken should you be awarded the contract.
4.	COIDA issued by Department of Labour or an approved Mutual Association	YES – Please submit a Letter of good standing with Compensation Commissioner (COIDA) NB: Certificate must be valid / active at time of the submission.
5.	Proof of Physical Presence in the Region: The bidder must demonstrate an existing physical presence within the region.	The Bidder must submit a municipal utility bill/ municipal account in the Bidder's name, title deed, confirmation from tribal authority or a rental/lease agreement for the premises occupied by the Bidder as proof of physical presence within the region for which the bid is submitted NB: Bidders bidding for multiple regions must provide proof for each region separately.

7.4 **Technical evaluation process (Gate 2)**

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

7.4.2 The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of 70 out of 100 points to proceed to the next stage of evaluation, namely price and B-BBEE/specific goals evaluation.

7.4.3 **If a bidder does not meet the technical evaluation minimum threshold, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

Table 6: Technical evaluation criteria

#	Technical evaluation criteria	Scoring criteria	Points
1.	**Company Profile & Organogram**	**Scoring criteria**	**10**
1.1	The company's years of experience in similar work (Electrical installations & maintenance works). The organogram must clearly	• No submission = 0 points • Company Profile (without organogram) with at least 3 years of experience = 5 points • Company profile (including	10

#	Technical evaluation criteria	Scoring criteria	Points
	indicate reporting lines and roles (e.g. site supervisors/site managers, electricians, etc). NB. Company registration date will not be taken as company's years of experience. The experience will be noted on the projects conducted by the company. NB. Profile must include (Project done, institution, project value & duration)	organogram) with at least 3 years of experience = 10 points	
2.	**Qualified Site Supervisor**	**Scoring criteria**	**15**
2.1	Bidder must submit Comprehensive CV of Qualified Site Supervisor with LV/MV system installation or maintenance experience in electrical works. A minimum requirement of a National Diploma or higher qualification in electrical engineering NB: Staff stated above must currently be employed by the bidding company.	• No CVs attached/no or less than 3 years of experience/ no qualification attached = 0 points • 3 to 5 years of experience in Electrical LV/MV installations & maintenance as well as a National Diploma or higher qualification in electrical engineering = 2 points • 6 years of experience in Electrical LV/MV installations & maintenance as well as a National Diploma or higher qualification in electrical engineering = 5 points • 7 years of experience in Electrical LV/MV installations & maintenance as well as a National Diploma or higher qualification in electrical engineering = 10 points • 8 or more years of experience in Electrical LV/MV installations & maintenance as well as a National Diploma or higher qualification in electrical engineering = 15 points	15
3.	**Bidder's Electricians Experience**	**Scoring criteria**	**15**

#	Technical evaluation criteria	Scoring criteria	Points
3.1	Bidder must submit Comprehensive CVs of Electricians with trade test and IE (installation electrician) license with LV (low voltage)/MV (medium voltage) system installation or maintenance experience in electrical works. OR Bidder must submit Comprehensive CVs of Electricians with trade test and MIE (Master installation electrician) license with LV (low voltage)/MV (medium voltage) system installation or maintenance experience in electrical works.	• No CVs attached/no or less than 2 average years of experience/ no trade test and IE/MIE attached = (0) • 2 to 3 average years of experience in Electrical LV/MV installations & maintenance as well as trade test and IE/MIE = 2 points • 4 to 5 years average years of experience in Electrical LV/MV installations & maintenance as well as trade test and IE/MIE = 5 points • 6 to 7 years average years of experience in Electrical LV/MV installations & maintenance as well as trade test and IE/MIE = 10 points • 8 average years of experience in Electrical LV/MV installations & maintenance as well as trade test and IE/MIE = 15 points	15
4.	**Bidder Reference Letters**	**Scoring criteria**	**25**
4.1	Bidder must submit 5 reference letters or completion certificates not older than (from 2018) 8 years of projects in Electrical Maintenance works Letters/Completion Certificates to fully comply with the below: -On client letter head -Duly signed -Contactable email address or telephone numbers -Project scope for (Electrical Installations & Maintenance works) -Positive endorsement from the client • NB: Negative endorsement will result in zero score	• No submission = 0 points • 1 x Reference Letter = 5 points • 2 x Reference Letters = 10 points • 3 x Reference Letters = 15 points • 4 x Reference Letters = 20 points • 5 or More Reference letters = 25 points	25
5.	**Method Statement**	**Scoring criteria**	**15**
5.1	Method Statement for Day-to-Day Electrical Maintenance Works. Key elements: Health and safety (including PPE), Electrical	• No submission or method statement does not refer to the electrical works (0) • Method statement only covers	15

#	Technical evaluation criteria	Scoring criteria	Points
	Installations & Maintenance works approach, Quality plan, Quality assurance, Applicable Standards and regulations, Compliance to Electrical Maintenance work schedules, Compliance to key performance	>=1 < 3 of the key elements on how the contractor will execute Upgrading/Refurbishment works (2) • Method statement covers >=3 < 5 of the key elements on how the contractor will execute Upgrading/Refurbishment works (5) • Method statement covers >=5 < 7 of the key elements on how the contractor will execute Upgrading/Refurbishment works (10) • Method statement covers 7 of the key elements on how the contractor will execute Upgrading/Refurbishment works (15)	
6.	**Health and Safety Plan**		**20**
6.1	Health and Safety Plan for Day-to-Day Electrical Maintenance Key elements: • Health and Safety Policy • Hazard Identification and Risk Assessment • Legal and Other Requirements • Health and Safety Objectives • Resources, Accountabilities and Responsibilities • Competence, Training and Awareness • Communication, Participation and Consultation • Operational Control • Emergency Preparedness and Response • Management of Change • Sub-contractor Alignment • Incident Reporting and Investigation • Non-conformance and Action Management	• No submission of Health and Safety Plan or submission does not refer to the Day-to-Day Electrical Maintenance works (0 points) • Health and Safety Plan only cover 1 to 4 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information. (5 points) • Health and Safety Plan only cover 5 to 9 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information. (10 points) • Health and Safety Plan only cover 10 to 14 of the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated	20

#	Technical evaluation criteria	Scoring criteria	Points
	• Performance Assessment and Auditing • Measuring and Monitoring	Employer's Works Information. (15 points) • Health and Safety Plan cover all 15 the key elements that demonstrate the contractor's commitment to Health and Safety and to ensure compliance with stated Employer's Works Information. (20 points)	
	TOTAL		**100**

7.5 **Price and B-BBEE/specific goals evaluation (Gate 3)**

7.5.1 In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, and its Regulations and SARS Preferential Procurement Policy, only bidders that have met or exceeded the minimum threshold for functionality in the technical evaluation, will be evaluated further.

7.5.2 SARS will apply the applicable preference point system in accordance with published preference point system. Should actual pricing proposals submitted by the bidders differ from the estimated costs prescribing the system to be used, the lowest acceptable tender will be used to determine the applicable preference point system.

Table 7: Price and B-BBEE/specific goals evaluation

	Criteria	Points
1.	Price	80
2.	Specific goals	20
	TOTAL	**100**

7.5.3 **Price evaluation (Gate 3, Stage 1)**

7.5.3.1 Points for the price evaluation will be calculated in accordance with the formula stated below.

7.5.3.2 Bidders are required to complete all line items in the pricing response template provided by SARS, which will be used for the price evaluation. The price should be all-inclusive for all the goods and services required in the scope of work, and bidders must ensure the completeness and accuracy of the pricing figures provided in the pricing response template. Failure to complete the pricing response template/bill of quantities may lead to a bidder scoring zero for the pricing evaluation or disqualification of the bidder.

Table 8: Pricing evaluation formula

Price evaluation formula	Points
$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

Where

Ps	=	Points scored for price of proposal under consideration
Pt	=	Rand value of proposal under consideration
*P*min	=	Rand value of lowest acceptable proposal

7.5.4 B-BBEE/specific goals evaluation (Gate 3, Stage 2)

7.5.4.1 Points for the B-BBEE/specific goals evaluation will be allocated in accordance with bidder's ownership as per table 1 of the SBD 6.1 Preference points claim form] claimed. Points for specific goals can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit or Share Certificate of the company or CIPC registration documents or Certified copy of ID Documents, together with the SBD 6.1 Preference points claim form.

7.5.4.2 **Bidders are required to refer to the SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022, for the specific goals and points to be claimed for this RFP.**

7.5.4.3 Bidders who do not claim preference points will be scored zero for B-BBEE/specific goals.

7.5.4.4 Failure of a bidder to submit the required supporting documentation in support of claiming the preference points for B-BBEE/specific goals together with the proposal, will be interpreted to mean that preference points for B-BBEE/specific goals are not claimed.

7.5.4.5 The B-BBEE certificate or sworn affidavit should be submitted in the name of the bidding entity. If the proposal is submitted by an incorporated joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or sworn affidavit. If the proposal is submitted by an unincorporated joint venture / consortium arrangement, the unincorporated joint venture / consortium must submit a consolidated B-BBEE certificate or sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.

7.5.4.6 SARS reserves the right to request bidders to submit proof of any information, to substantiate claims made about their B-BBEE status.

Table 9A: B-BBEE/specific goals evaluation points allocation

B-BBEE/specific goals evaluation criteria	Points
Bidders to submit: a) A duly completed SBD 6.1 Preference point claim form, and b) A valid B-BBEE certificate or sworn affidavit	20

7.5.4.7 The following table indicates the specific B-BBEE/specific goals documents that must be submitted for this RFP.

Table 9B: Specific Goals Scoring Matrix

	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Evidence Required
1.	An entity with at least 51% Black Ownership.	8	• A valid B-BBEE Certificate / B-BBEE Sworn Affidavit (In case of an unincorporated Joint Venture (JV), a consolidated B-BBEE Certificate will be accepted).
2.	An entity with at least 30% Black Women Ownership.	8	• A valid B-BBEE Certificate / B-BBEE Sworn Affidavit (In case of an unincorporated Joint Venture (JV), a consolidated B-BBEE Certificate will be accepted).
3.	An entity with at least 51% Black Youth Ownership.	4	• A valid B-BBEE Certificate / B-BBEE Sworn Affidavit (In case of an unincorporated Joint Venture (JV), a consolidated B-BBEE Certificate will be accepted).

Table 10: B-BBEE/specific goals documents checklist

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	• A sworn affidavit or certificate from CIPC.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	• A sworn affidavit only 51% Black Ownership and above; or • A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	• A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

7.5.5 Consolidation of price and B-BBEE/specific goals evaluation (Gate 4)

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

7.6 Financial risk analysis

7.6.1 SARS may conduct a financial risk analysis on the bidders and SARS has the right not to make an award to a bidder(s) if its risk analysis indicates a high risk.

7.6.2 The bidders are required to submit complete sets of annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity. The annual financial statements must either be audited or independently reviewed in accordance with the public interest score (PIS) in compliance with the Companies Act, Act 71 of 2008, and the bidders are required to submit the public interest score (PIS) in compliance with the Companies Act, Act 71 of 2008. The annual financial statements must contain:

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

7.6.2.2 A statement of financial position;

7.6.2.3 A statement of cash flows;

7.6.2.4 A statement of changes in equity / net assets; and

7.6.2.5 Accompanying notes.

7.6.3 If the bidder cannot provide the preceding year's audited / independently reviewed financial statements as part of its bid submission, the bidder should submit draft annual financial statements or its latest management accounts, together with the three (3) most recent years audited / independently reviewed annual financial statements.

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

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

7.6.4.2 The annual financial statements that the entity can provide, considering the period that it has been trading; and

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

7.6.5 SARS reserves the right to request further information regarding the annual financial statements of a bidder at a later stage to demonstrate the potential bidder's financial capability. These will include, but are not limited to:

7.6.5.1 Holding company's / Parent company's accounts;

7.6.5.2 Management accounts;

7.6.5.3 Signed letter from a recognised financial institution confirming capital availability and bank statements; and/or

7.6.5.4 Credit rating reports (confirming capital availability or access to capital).

7.6.6 In the event of a subsidiary being the bidding entity and it submits the holding company's financial statements for financial analysis purposes, the holding company must furnish a Performance Guarantee that is signed by a Financial Service Provider (Guarantor) of the holding company, stating that the Guarantor will undertake to cover any or all risks associated with a bidder, in the event the bidder is awarded the RFP.

7.6.7 If the proposal is submitted by an incorporated joint venture, the incorporated joint venture is required to submit annual financial statements of the joint venture. If the proposal is submitted by an unincorporated joint venture / consortium arrangement, the unincorporated joint venture / consortium is required to submit annual financial statements of each of the parties to the arrangement.

7.6.8 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome.

7.7 Recommended bidders' due diligence and risk assessment prior to award

7.7.1 SARS has a legal and moral obligation to ensure that a supplier's financial position does not place public money or services at unacceptable risks and will therefore perform due diligence and risk assessment of recommended bidder(s)' prior to award.

7.7.2 As part of due diligence and risk assessment, the bidder must ensure that the bidder is complying to all regulatory prescripts, including industry regulations specific to the commodity/services procuring, that are applicable to this tender, as well as ethical business practices. SARS has the right to request evidence of this compliance from the bidder, and third parties, for purposes of the due diligence exercise and for audit or contracting arrangements.

7.7.3 In the event that a due diligence exercise reveals that a recommended bidder does not comply with SARS' risk appetite or compliance requirements then SARS has the right not to make an award to the recommended bidder.

7.7.4 The recommended bidder(s) will be required to consent in the agreement to continuous and in-depth due diligence to ensure ethical business practices throughout the term of the tender.

7.8 Proposed legal agreement

7.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within twenty-one (21) working days of the bidder receiving the written agreement. The timeous finalisation of such an agreement will be an absolute pre-condition to the recommended bidder(s) being awarded the tender and providing the goods or services to SARS.

7.8.2 If the recommended bidder(s) fails to sign the proposed agreement within the time frame stipulated, SARS reserves the right to:

7.8.2.1 cancel the award to the recommended bidder;

7.8.2.2 enter into negotiations with the second ranked bidder(s) and conclude the proposed agreement with such second ranked bidder(s); or

7.8.2.3 take any other action SARS deems reasonable and appropriate.

7.8.3 Bidders are requested to-

7.8.3.1 Comment on the terms and conditions set out in the draft agreement and where necessary, propose required changes to such terms and conditions.

7.8.3.2 Each comment and/or amendment must be explained.

7.8.3.3 All changes and/or amendments to the agreement must be in an easily identifiable colour font and tracked for ease of reference.

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

7.8.4.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement.

7.8.4.2 SARS will be entitled to cease negotiating with a bidder if SARS, in its sole discretion, is of the opinion that: (i) the bidder has made misrepresentations in its proposal; (ii) the bidder is

attempting to withdraw from positions or commitments made in its proposal; (iii) the bidder is not negotiating in good faith; or (iv) an agreement may not be expeditiously concluded with the bidder for any other reason.

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

7.8.4.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

7.8.5 A bidder should note that the terms of its proposal will be incorporated in the proposed agreement by reference and that SARS relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that any misrepresentations in a proposal may result in legal action or other processes by SARS against the bidder, notwithstanding the conclusion of an agreement between SARS and the bidder for the provision of the goods and services in question. In the event of a conflict between the bidder's proposal and the agreement concluded between the parties, the agreement will prevail

7.9 Performance Standards

7.9.1 SARS may prescribe certain performance standards (Service Levels) that a successful bidder must comply with in the performance of the services.

7.9.2 Failure to adhere to the Service Levels will result in SARS levying a financial penalty for the Service Level Failure.

7.9.3 Multiple Service Level Failures with the SARS' prescribed Service Levels will constitute a material breach of the Service Level Agreement.

7.9.4 Notwithstanding the implementation of the Service Levels and Financial Penalties, SARS reserves the right and without derogation to any other remedies it may have in law, to terminate the Service Level Agreement for breach (persistent non-compliance) by the successful bidder.

8 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

8.1 Proof of existence of a trust, joint venture, consortium and subcontracting arrangements

8.1.1 Where, for the purposes of this RFP, a bidder submits its proposal as a trust, such bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include amongst others:

8.1.1.1 Details of the trustees of the trust; and

8.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.

8.1.2 Where, for the purposes of this RFP, a bidder submits its proposal as a joint venture or consortium (incorporated or unincorporated), the bidder must submit the joint venture / consortium agreement, which sets forth the following details:

8.1.2.1 identification of each party to the agreement in full;

8.1.2.2 the percentage ownership of the joint venture / consortium of each party to the agreement (if applicable);

8.1.2.3 the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);

8.1.2.4 the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and

8.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture / consortium party(ies). The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.

8.1.2.6 If a bidder is submitting a proposal in the form of an unincorporated joint venture / consortium, the SBD 4 Bidder's disclosure form should be completed by each party participating in the joint venture / consortium agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture / consortium for this RFP.

8.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.

8.1.3 Where, for the purposes of this RFP, a bidder has or intends to subcontract areas of scope of the goods and services, the bidder must submit the subcontracting agreement, and must note the following:

8.1.3.1 the bidder must indicate the name of the subcontractor(s), the percentage of the contract that will be subcontracted, the B-BBEE status level of the subcontractor(s) and whether the subcontractor(s) is an EME or QSE;

8.1.3.2 a bidder awarded a contract, may only enter into a subcontracting arrangement with the approval of SARS;

8.1.3.3 the agreement will be concluded between the main contractor(s) and SARS, therefore, the main contractor(s) and not its/their subcontractor(s) will be held liable for performance in terms of its contractual obligations;

8.1.3.4 the successful bidder must, at all times, be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement; and

8.1.3.5 Without diminishing the bidder's accountability in any way for the delivery of the services, including the performance standards, SARS may require: access to and transparency in the subcontracting agreements; the full details of the functions which the subcontractor will fulfil in terms of the agreement including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor(s) in the account and project planning activities; and subcontractors' representation in governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).

9 COMPLAINTS AND ALLEGATIONS

9.1.1 Should a Bidder have rational reasons to believe that the tender process is unfair or irregular, including the fact that the technical specifications are not open and/or are written for a particular bidder, brand or product; the bidder is urged to notify the Procurement Department within ten (10) days after publication of the bid and provide details of its complaint for SARS' consideration.

9.1.2 Any suspicious activity, including requests, approaches or calls asking for upfront payment to secure an award of a bid or in lieu of claims that the outcome of a tender can be influenced towards a particular bidder, bidders are requested to immediately inform the *SARS Fraud / Anti-Corruption* Hotline at *0800-*002870 or email at anti-corruption@sars.gov.za for further investigation.

9.1.3 The "SARS hotline" further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

10 GENERAL CONDITIONS OF BIDDING

10.1 **By bidding, a bidder, is deemed to have accepted all terms and conditions of this RFP; and is further deemed to have accepted that if successful, any award made will be made subject to the terms and conditions of this RFP.**

10.2 **Reservation of rights**

10.2.1 In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right in its sole discretion to:

10.2.1.1 make no award, or to accept part of a proposal rather than the whole;

10.2.1.2 withdraw, or cancel this RFP;

10.2.1.3 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;

10.2.1.4 schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations, local content evaluations, and/or perform audits including due diligence exercises on any bidder whenever SARS deems it prudent to do so;

10.2.1.5 no longer consider a bidder's proposal where adverse information about the bidder or its proposal submission has come to the attention of SARS, provided that such bidder is informed accordingly and afforded an opportunity to object;

10.2.1.6 subject to applicable legislation and conditions of tender, award a proposal based on which bidder is offering the best value for money, even if such proposal has not scored the highest points during the evaluation;

10.2.1.7 conduct a risk assessment of a bidder's capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS' objectives;

10.2.1.8 request 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;

10.2.1.9 conduct a due diligence on any bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting a bidder's, subcontractors, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The bidder must respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the bidder's proposal any further; and/or

10.2.1.10 request presentations from such short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders.

10.2.2 SARS will disqualify any bidder, report to the National Treasury and take the necessary steps to restrict a bidder form doing business with the State, who:

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

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

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

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

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

10.2.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, which is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a government entity;

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

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

10.2.2.9 whose tender contains a misrepresentation which is materially incorrect or misleading.

10.2.3 Bidders' own conditions

10.2.3.1 Bidders may not come up with their own terms and conditions, counter conditions, modify or vary any of the terms, conditions or requirements herein. SARS may disqualify any bidder who fails to comply with this clause.

10.3 Conflict of interest

10.3.1 If at any time a bidder identifies an actual or potential conflict of interest, the bidder must immediately notify SARS in writing. SARS reserves the right to exclude the proposal submitted by such bidder from further consideration, unless the bidder is able to resolve the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

10.4 Confidentiality

10.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, information contained in a bidder's proposal(s) may not be disclosed by any bidder, other than to a person officially involved with SARS' examination and evaluation of a proposal.

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

10.5 **Fronting**

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

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

10.6 **Insurance**

10.6.1 The successful bidder will be required, on or before the effective date of the agreement and for the duration of the agreement, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation public liability insurance of at least R1 million and above cover as appropriate.

10.7 **Indemnity**

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

10.7.2 A successful bidder shall indemnify, hold harmless and agree to defend SARS and its officers, employees, agents, successors-in-title, and assigns, from any and all Losses arising from, or in connection with, any of the following-

10.7.2.1 Third party claims attributable to any breach of the provisions of the Services Agreement by the successful bidder;

10.7.2.2 Third party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the successful bidder or its employees and claims attributable to errors and/or omissions;

10.7.2.3 Third party claims arising from or related to the death or bodily injury of any SARS agent, employee, business invitee, or business visitor or other person on SARS's premises caused by the negligent acts or omissions of the successful bidder or its employees; and

10.7.2.4 Third party claims arising from damage to property owned or leased by SARS or a third party caused by the successful bidder's or its employees' negligence or misconduct.

10.8 **Intellectual property**

10.8.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP.

10.8.2 Bidders will retain the intellectual property rights in their proposals but grant SARS the right to reproduce any copyrighted works for the purposes of the tender process.

10.8.3 Subject to any specific provisions in any service level agreement, master services agreement, work orders or change orders or any other agreement concluded between SARS and a bidder in terms of this RFP, all intellectual property rights created, generated, coded or designed in terms of this bid to meet SARS' business requirements and needs will be, and remain the perpetual exclusive property of SARS. Successful bidders who so create, generate, code or design any intellectual property for SARS in terms of this RFP, undertake to provide SARS with full access to such intellectual property including the provision of security keys and access codes both during and after the bidders appointment as a service provider or vendor.

10.8.4 In the event that any bidder utilises any third party intellectual property, in terms of a license, to submit a bid, or that such third party intellectual property will be utilised to fulfil SARS' business requirements for the bid, bidders firstly warrant that they have the rights to do so, and secondly, agree to fully indemnify SARS against in any claims whatsoever arising from the application of third party intellectual property in the SARS environment and on the basis of SARS' indemnity rights in the Indemnity clause above.

10.9 **Limitation of liability**

10.9.1 A bidder participates in this RFP process entirely at its own risk and cost. SARS will not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this RFP process.

10.10 **Preparation costs**

10.10.1 A bidder will bear all its costs in preparing, submitting, delivering, and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. No statement in this RFP will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this RFP.

10.11 **Precedence**

10.11.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication, as set out per the Communication paragraph in this document, and that such information expressly states that it amends this document.

10.12 **Responsibility for bidder's personnel and subcontractors**

10.12.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its subcontractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP.

10.12.2 If SARS allows a bidder to make use of subcontractors, such subcontractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or

damages incurred by such subcontractors.

10.12.3 The proposal shall however be awarded to the bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SARS and/or its client and any such subcontractors.

10.12.4 If a bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.

10.12.5 If a bidder includes experience of an entity other than the bidder itself, then the bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and agrees that their experience may be included for tendering purposes. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

10.13 Prohibition of participation in resultant tender

10.13.1 Any bidder, whether participating in a trust, joint venture, consortium and/or subcontracting arrangement, who participates in preparatory work on the basis of which another tender will flow, may not participate in the resultant tender because of the advantage of having been privy to the underlying preparatory work.

10.14 RFP not an offer

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

10.15 SARS' oath / affirmation of secrecy

10.15.1 SARS has a Policy in terms of which the successful bidder; key personnel or any other personnel as may be determined by SARS will be required, upon award, to individually take a mandatory oath/ declaration/ affirmation of secrecy. The award will therefore be made subject to the condition that the successful bidder along with the personnel referred to above comply with the afore mentioned Policy.

10.16 Screening and vetting of a bidder

10.16.1 Acceptance of a bidder's proposal is subject to the condition that both the successful bidder and its personnel providing the goods and services, must be screened and cleared by the appropriate authorities to the grade of clearance in line with SARS' applicable policies.

10.16.2 Obtaining the necessary clearance is the responsibility of the successful bidder concerned. If the successful bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

10.16.3 The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

10.17 **Tax compliance**

10.17.1 It is a requirement that any supplier conducting business with SARS is tax compliant at the date of award of a contract / bid and remains tax compliant throughout the duration of their contracts with SARS.

10.17.2 **Verification of tax compliance status prior to award**

10.17.2.1 SARS must verify supplier/ bidder's tax compliance status prior to the awarding of a contract.

10.17.2.2 No contract / bid may be awarded to a supplier who is not tax compliant.

10.17.2.3 Where the recommended supplier / bidder is not tax compliant, it must be notified in writing of their non-compliant status and be granted a minimum of seven (7) working days to submit written proof regarding their tax compliance status with SARS or proof that arrangement has been made with SARS to meet their outstanding tax obligations.

10.17.2.4 Should the recommended bidder/ supplier fail to provide written roof of their tax compliance status as contemplated in paragraph 10.17.2.3 above, SARS as the procuring entity must reject the bid submitted.

10.17.2.5 Accordingly, the supplier / bidder is responsible to provide SARS with proof of its tax compliance status which must be verified through the Central Supplier Database or eFiling.

10.17.3 **Verification and/or confirmation of tax compliance status during the course and scope of executing awarded contract**

10.17.3.1 SARS reserves the right to request the supplier or successful bidder to provide written proof of tax compliance status at any time during the execution of the awarded contract.

10.17.3.2 Further, SARS reserves the right to withdraw an award made, or cancel a contract concluded with a supplier / successful bidder in the event that it is established that such supplier / bidder was in fact not tax compliant at the time of the award.

10.17.3.3 Furthermore, SARS reserves the right to cancel a contract with a supplier / successful bidder in the event that such supplier/bidder does not remain tax compliant for the full term of its contract.

10.17.4 In line with SARS's strategic objectives, the directors / owners of the bidding entity who are not tax compliant may be referred to the SARS tax compliance unit for further investigation in order to achieve full tax compliance.

10.17.5 In terms of section 3 of the Tax Administration Act, Act No. 28 of 2011, SARS is responsible for the administration of a tax Act under the control or direction of the Commissioner for SARS. Accordingly, SARS may as part of the administration of a tax Act exercise its powers*, inter alia*, to collect revenue due to the fiscus and enforce compliance with legislation administered by the Commissioner for SARS.

10.18 **Tender defaulters and restricted suppliers**

10.18.1 No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

10.19 **Local production and content**

10.19.1 SARS supports and promotes local production and local content, environmentally friendly products, and sustainable sourcing.

10.19.2 To enable this objective to be adequately assessed and as part of contract management, bidders shall advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.

10.19.3 The appointed supplier shall provide and use, for the performance of this contract, local subcontractors or locally acquired materials, equipment and facilities, to the extent available and within reasonable costs, to produce the quality and quantity of work and materials required by this contract.

10.20 Validity of information

10.20.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or otherwise) to a bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional information SARS may provide to a bidder as part of the RFP process.

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

10.21 Governing law

10.21.1 This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

11 CHECKLIST OF RETURNABLES

Table 11: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply
1.	A hardcopy and an electronic copy RFP proposal submission has been submitted for this RFP.		
2.	The pricing information is included as a separate file (File 2) and is not included in the technical file (File 1).		
3.	The tender proposal has been organised as per the format required for this tender (paragraph 6).		
4.	SBD 1: Invitation to bid form has been completed and signed.		
5.	SBD 4: Bidder's Disclosure has been completed and signed.		
6.	SBD 6.1: Preference points claim form has been completed, points for B-BBEE / specific goals claimed, and signed.		
7.	Proof of registration on the Central Supplier Database (CSD) has been submitted.		
8.	Draft Agreement and General Conditions of Contract (GCC) has been completed and signed.		
9.	A complete set of three (3) most recent annual financial statements has been included.		
10.	All the mandatory evaluation requirements have been submitted with this bid.		
11.	All the technical evaluation requirements have been submitted with this bid.		
12.	All the pricing evaluation requirements have been submitted with this bid and the pricing template has been completed in full and signed.		
13.	All the B-BBEE/specific goals evaluation and specific goal requirements have been submitted with this bid.		