

REQUEST FOR PROPOSAL

SARS RFP 17-2022

**THE ESTABLISHMENT OF SECURITY ASSESSMENT SERVICES
PANEL**

RFP MAIN DOCUMENT

SUMMARY, GUIDELINES, CONDITIONS, AND INSTRUCTIONS

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1 OVERVIEW OF SARS' REQUIREMENTS

The South African Revenue Service ("**SARS**") invites suitable qualified service providers ("**Bidders**") to submit proposals ("**Tenders**") in accordance with the rules set out in this Request for Proposal (RFP) for the:

- The Establishment of Security Assessment Services Panel of Service Providers
- The Contract will be for a period of five (5) years, subject to the Bidder's accepting SARS Terms and Conditions

Bidders who are appointed to the panel will be issued with Request for Quotation (RFQ) as an when SARS has a need for penetration test during the period of the contract. The RFQ will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000, read with the Preferential Procurement Regulations, 2017.

2 STRUCTURE OF THE RFP PACK

2.1 Structure

This RFP Pack is organised in six (6) sections consisting of one or more documents in each section.

Section	Description of section contents
1	The Establishment of Security Assessment Services Panel of Service Providers for the South African Revenue Service Summary Guidelines Instructions and Conditions for SARS
2	Standard Bidding Documents (SBD's)
3	Business Requirements Specification (BRS) documents for the Establishment of Security Assessment Services Panel of Service Providers
4	Mandatory Response Templates for the Establishment of Security Assessment Services Panel of Service Providers
5	Technical Response Template for the Establishment of Security Assessment Services Panel of Service Providers
6	General Conditions of Contract (GCC)

2.2 RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 17/2022 1-1: The Establishment of Security Assessment Services Panel of Service Providers for the South African Revenue Service Summary Guidelines Instructions and Conditions
2	Invitation to Bid (SBD1)	SARS RFP 17/2022 2-1 Invitation to Bid (SBD 1)

	Declaration of Interest (SBD 4)	SARS RFP 17/2022 2-2 Declaration of Interest (SBD 4)
	Preference Points Claim Form (SBD 6.1)	SARS RFP 17/2022 2-3 Preference Points Claim Form (SBD 6.1)
3	Business Requirements Specification (BRS)	SARS RFP 17/2022 3-1: The Establishment of Security Assessment Services Panel of Service Providers Business Requirements Specification
4	Mandatory Response Template for the Establishment of Security Assessment Services Panel of Service Providers	SARS RFP 17/2022 4-1: Mandatory Response Template for the Establishment of Security Assessment Services Panel of Service Providers
5	Technical Response Template for the Establishment of Security Assessment Services Panel of Service Providers	SARS RFP 17/2022 5-1: Technical Response Template for the Establishment of Security Assessment Services Panel of Service Providers

3 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time	End Date/Time
1.	RFP is published	22 September 2022	24 October 2022 at 11:00 am
2.	Non- Compulsory Briefing Session	07 October 2022 at 11:00 am	07 October 2022 at 13:00 pm
3.	Bidders to submit written questions	23 September 2022	07 October 2022
4.	SARS response to Bidder's written questions	n/a	10 October 2022
5.	Tenders due (the " Closing Date ")	n/a	24 October 2022 at 11:00 am

All dates and times in this RFP are South African Standard Time.

Any time or date in this RFP is subject to change at SARS's discretion. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established, or on any other date. The Bidder accepts that; if SARS extends the deadline for RFP submission for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

4 CONTACT PERSONS

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

- E-mail: tenderoffice@sars.gov.za
- Tel number: (012) 422 4078

Communications sent by SARS regarding this Tender will 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 Executive: Procurement.

5 SARS'S APPROACH TO THIS RFP

5.1 Objectives

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

- 5.1.1 best value for money;
- 5.1.2 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs as they relate to the scope;
- 5.1.3 A successful contractual relationship between the parties that is flexible and high responsive to SARS's changing requirements over the Term;
- 5.1.4 Provision to SARS the services in a manner that is intended to create and maintain a high level of client satisfaction, in line with agreed service levels;
- 5.1.5 Provision of opportunities to small and medium-sized businesses which are compliant with the Broad-Based Black Economic Empowerment, 2003 (Act No.53 of 2003) its Regulations and Practice Codes.

5.2 Proposed Agreement

Agreement for the Establishment of Security Assessment Services Panel of Service Providers.

6 BIDDING QUALIFICATION

6.1 Introduction

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act 1 of 1999, which prescribes that SARS's procurement processes be:

- 6.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;

- 6.1.2 consistent with the Preferential Procurement Policy Framework Act 5 of 2000, read together with the Preferential Procurement Regulations, 2017;
- 6.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003); and
- 6.1.4 Consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM").

6.2 Central Supplier Database ("CSD")

- 6.2.1 Service Providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database ("CSD") as per National Treasury Circular No 4A of 2016/2017 – Central Supplier Database.
- 6.2.2 National Treasury will maintain the database for all suppliers for Government and its institutions, and all existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.
- 6.2.3 As part of the bid submission, Bidders are required to submit their CSD registration number with their Tender submission.
- 6.2.4 Transactions concluded with foreign suppliers with no local registered entity may be entered into even if the supplier is not registered on the CSD. Bidders must ensure that the Standard Bidding Document (SBD) 1 is completed in full.
- 6.2.5 The successful bidder must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

6.3 Bidding Qualification

- 6.3.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 6.3.1.1 to 6.3.1.3 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 6.3.1.1 to 6.3.1.3 then that Bidder's Tender will be rejected without any further consideration, at SARS's sole discretion.
 - 6.3.1.1 SARS is only interested in organisations that take accountability for service delivery.
 - 6.3.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
 - 6.3.1.3 No bid may be awarded to a Bidder whose tax matters have not been declared by the SARS to be in order. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and a failure to do so will be a material breach of the Agreement.

- 6.3.1.4 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 6.3.2 Subject to sub-paragraph 6.3.3 below, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):
- 6.3.2.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP;
 - 6.3.2.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 6.3.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
 - 6.3.2.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 6.3.2.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - 6.3.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any Tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
 - 6.3.2.7 has in the past engaged in any matter referred to in sub-paragraphs 6.3.2.1 to 6.3.2.6 foregoing;
 - 6.3.2.8 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed; or
 - 6.3.2.9 Is listed on the National Treasury's List of Tender Defaulters or the National Treasury's Database of restricted suppliers.
- 6.3.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from

disqualification in terms of sub-paragraph 6.3.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 6.3.2.7 foregoing may, prior to submitting a Tender, approach SARS in writing for an exemption as foresaid, in which event:

- 6.3.3.1 the Bidder is required to provide SARS with full information to enable SARS to consider such application for exemption; and
- 6.3.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS's discretion.
- 6.3.4 By submitting a Tender, the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 6.3.1 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 6.3.3 foregoing.
- 6.3.5 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 6.3.6 SARS may disqualify a Bidder:
 - 6.3.6.1 whose Tender contains a misrepresentation;
 - 6.3.6.2 in respect of whom any of the members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than through shares listed on a recognised stock exchange), directors or members of senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid central supplier database in respect of any one or more such persons;
 - 6.3.6.3 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;
 - 6.3.6.4 who, or whose subcontractor, unlawfully had access to any of SARS's proprietary information or any other matter that may have unlawfully placed that Bidder in a preferential position in relation to any of the other Bidders;
 - 6.3.6.5 who fails to comply with any conditions or requirements of this RFP;
 - 6.3.6.6 who in SARS's opinion has either materially failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS or who has performed unsatisfactorily under any such agreement; or
 - 6.3.6.7 Who fails to respond as required to written notices given by SARS in connection with its Tender under this RFP.

7 BID PREPARATION AND SUBMISSION

- 7.1 Bids must be properly received and deposited in the below mentioned tender box on or before the Closing Date and before the Closing Time at the Tender Submission Office situated at:

SARS Procurement Centre
299 Bronkhorst Street,
Muckleneuk,
Brooklyn, Pretoria

- 7.2 Bid documents may either be posted to The Tender Office - SARS Procurement Department, 299 Bronkhorst Street, Muckleneuk, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address.

- 7.3 Attendance of the briefing session is **non-Compulsory**. The Non-Compulsory briefing session will be held on 07 October 2022 at 11h00, via Ms Teams (see below link)

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 331 801 422 39

Passcode: X93umx

[Download Teams](#) | [Join on the web](#)

Tender documents will only be considered if received by the Tender Office before the Closing Date and Closing Time, regardless of the method used to send or deliver such documents to SARS.

- 7.3.1 Late Tenders will not be accepted.
- 7.3.2 In this RFP Main Document, the terms “shall” and “must” indicate a mandatory requirement. Bidder’s compliance with mandatory requirements is essential. Failure to comply with such requirements may lead to the disqualification of a Bidder. The terms “should” or “may” indicate desirable or advisory requirements. Bidder compliance with such terms may lead to an increase in a Bidder’s technical score.
- 7.3.3 All Tenders and supporting documentation must be submitted in English.
- 7.3.4 All costs incurred during the preparation and compilation of a Bidder’s proposal, as well as the delivery of a Bidder’s Tender documents to SARS will be borne exclusively by the Bidder. The Tenders must be valid for a minimum of **180** days from the Closing Date.

8 INSTRUCTION FOR SUBMITTING A PROPOSAL

- 8.1.1 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.
- 8.1.2 All proposals and supporting documentation must be submitted in English.
- 8.1.3 A bidder’s proposal is required to be submitted as:

1 x Original Hardcopy	Original hardcopy file clearly marked as “ <i>Original</i> ”
1 x Duplicate Hardcopy	One (1) duplicate file clearly marked as “ <i>Copy</i> ”
1 x Electronic copy	One (1) electronic copy of the original hardcopy file

8.1.3.1 A “hardcopy file” means an A4 ring bound lever arch file.

8.1.3.2 An “electronic copy” means a memory stick (USB stick).

8.1.4 Each hardcopy file and electronic copy must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

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

8.1.5.1 Format and organisation of proposal

File		Section	Responses
File 1: BID proposal	<ul style="list-style-type: none"> • RFP reference • Description • Bidder name 	1	<ul style="list-style-type: none"> • Prequalification documents (SBD and other documents), <i>excluding SBD 6.1 Preference point claim form</i>
		2	<ul style="list-style-type: none"> • Response to mandatory pre-technical requirements • Supporting documents for mandatory pre-technical requirements
		3	<ul style="list-style-type: none"> • Response to technical requirements • Supporting documents for technical requirements
		4	<ul style="list-style-type: none"> • Company profile • Supplementary information
		5	<ul style="list-style-type: none"> • Signed General Conditions of Contract (GCC) - Draft agreement
		6	<ul style="list-style-type: none"> • B-BBEE certificate or sworn affidavit • SBD 6.1 Preference point claim form

9 QUESTION AND ANSWER PROCESS

- 9.1.1 Between the dates given in paragraph 2, SARS will accept questions sent by Bidders by email to the following address: tenderoffice@sars.gov.za. SARS will respond to these questions, provided that SARS will not be obliged to respond to a question should it choose not to do so. Where SARS responds to a question, it will do so by publishing the question and response on the SARS procurement website. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 9.1.2 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 re-issued or additional documentation will be published on the SARS procurement website. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals to ensure that the Bidder uses the latest versions of documents in the RFP Pack.
- 9.1.3 Depending on SARS's assessment of the nature and extent of Bidders' questions during the Question-and-Answer process, SARS may schedule additional Non-Compulsory.
- 9.1.4 The SARS's procurement website must be treated as primary means of communication by SARS to registered Bidders. Communications to registered Bidders made by email are made as a courtesy. In the event of any communication received by the Bidders that is in conflict with communications posted on the SARS procurement website, the SARS procurement website communication will prevail.

10 EVALUATION OF PROPOSAL

10.1 SARS's Pre-qualification Criteria – (Gate 0)

- 10.1.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Tender for evaluation. 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).
 - 10.1.1.1 Where there is a failure to comply fully with any of the pre-qualification criteria, or SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:
 - 10.1.1.1.1 allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a period of **five (5) working days** or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the bidder.
 - 10.1.1.1.2 In any event, permit the Tender to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Tender.
- 10.1.2 The Bidder must ensure that all provisions and instructions in table 1 for the completion and submission of a Proposal are followed in detail.

Table 1: Pre- Qualification

No:	Name of the document that must be submitted	Non-submission may result in disqualification?
1	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
2	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.
3	SBD 6.1 – Preference Point Claim Form	NO - Non-submission will lead to a zero score on B-BBEE
4	Central Supplier Database System Registration Report from National Treasury	YES – Bidders must register on the Central Supplier Database system and submit the report as confirmation of registration. The successful Bidder will be expected to be registered on CSD before contracting.

10.2 SARS's Mandatory qualification Criteria- (Gate 1)

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

10.2.2 Bidder(s) must submit the documents listed in the tables below.

10.2.3 **Failure to submit proof of compliance with any of the mandatory requirements will result in the Bidder being disqualified.**

Table 2- Mandatory Evaluation Criteria for The Establishment of Security Assessment Services Panel

No	Pre- Technical Evaluation Criterion	Disqualification for Non-Compliance	Ref
1.	Minimum of two (2) provided resources must have any two (2) of the following qualifications: I.Information Systems Security Professional (CISSP), II.Council for Registered Ethical Security Testers (CREST), III.Certified Ethical Hacker (CEH), IV.Offensive Security Certified Professional (OSCP),	Yes	Mandatory Response Template

	V.Offensive Security Certified Expert (OSCE), VI.Offensive Security Web Expert (OSWE) VII.Offensive Security Wireless Professional (OSWP) VIII.Offensive Security Exploitation Expert (OSEE) IX.Offensive Security Experienced Penetration Tester (OSEP) X.Payment Card Industry Data Security Standard (PCI DSS)		
2.	Bidder - must provide an experienced and certified Lead Expert resource for RED/BLUE team services to work in conjunction with SARS IT security resources.	Yes	Mandatory Response Template

10.3 SARS's Technical Evaluation Criteria – (Gate 2)

- 10.3.1 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.
- 10.3.2 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 evaluation.
- 10.3.3 Bidders who score less than 70 points on functionality will therefore be disqualified.
- 10.3.4 Zero (0) points will be allocated, where no information is received for purposes of evaluation.

Table 3- Technical Evaluation Criteria

Description of Quality Criteria and Sub-Criteria:	Scoring	Weight
Total Functionality	Total Score	100%
Approach and methodology in managing this project which should include: Approach should include Interpretation of Terms of Reference to demonstrate the service providers understanding of what is required. Approach and methodology to address the objectives, Vulnerability Scanning, Penetration Testing, Programme Management Plan and Reporting.		
<p>Excellent understanding of what is required in the terms of reference, <u>innovative</u> and <u>practical approach</u>, and methodology. Including Programme Management & Governance, Change Management and Risk Management.</p> <p>Good understanding of what is required in the terms of reference; <u>practical</u> approach and methodology including Programme Management & Governance, Change Management and Risk Management.</p> <p>Satisfactory (or repeat of ToRs) understanding of what is required in the terms of reference; generic or textbook approach and methodology including Programme Management & Governance, Change Management and Risk Management.</p> <p>Poor – understanding (wrong interpretation) of what is required in the terms of reference and missing one of the of the following critical components: approach and methodology; including Programme Management & Governance, Change Management and Risk Management.</p> <p>Not Acceptable – Technical proposal submitted <u>without any of the of the following critical</u> components approach and methodology; including Programme Management & Governance, Change Management and Risk Management.</p>	<p>5= Excellent</p> <p>4 = Good</p> <p>3= Satisfactory</p> <p>2= Poor</p> <p>1= Not Acceptable</p>	<p>20%</p>

Key Personnel: Relevant Qualifications in ICT							15%
Technical Lead NQF Levels 7: Degree/BTech = Excellent NQF Level 6: Diploma = Good NQF Level 5: Higher Certificate = Satisfactory Senior Certificate = Poor Lower than Senior Certificate = Not Acceptable						5= Excellent 4 = Good 3= Satisfactory 2= Poor 1= Not Acceptable	
Relevant Experience in ICT – Technical Lead The Programme Manager / Technical Lead must have a minimum of five (5) years programme management or technical lead experience on Vulnerability Management and Penetration Testing programmes as per scoring matrix below. If less than 5 years 'experience, no score will be awarded. Please provide a copy of the Curriculum Vitae (CV) / Resume of the Programme Manager / Technical Lead who will be responsible for the SARS Vulnerability Management and Penetration Testing Programme. In addition, the table below must be completed and included in the bid proposal section with the CV Failure to include the table will result in non-consideration of the CV							25%
Client	Programme Implemented	Budget	Start Date	End Date	Relevance to service	Client Contact Details	
Technical Lead Total years of Experience 10 years or more relevant experience = Excellent 7 to 9 years' relevant experience = Good 4 to 6 years' relevant experience = Satisfactory 1 to 3 years' experience = Poor 0 years' experience = Not Acceptable						5= Excellent 4 = Good 3= Satisfactory 2= Poor 1= Not Acceptable	
Support Team's Experience Organogram of the support team (Vulnerability Assessment and Penetration Test services). The minimum number of team members is two (2), excluding the Lead.							15%
Ten and above (10+) years of average combined team experience = Excellent Seven to Nine (7 – 9) years of average combined team experience = Good Five to Six (5 - 6) years of average combined team experience = Satisfactory					5= Excellent 4 = Good 3= Satisfactory 2= Poor 1= Not Acceptable		

Three to Four (3-4) years of average combined team experience = Poor Less than two years of average combined team experience = Not Acceptable						
Similar Programmes/Projects Completed (Please indicate similar projects/programmes; your role, the purpose, the duration that was worked and the referee with current contact details. A table to capture this information of number of projects completed.					20%	
Project Completed	Designation	Start Date	End Date	Client Contact Details		
5 or More Completed Similar Projects = Excellent 4 Completed Similar Projects = Good 3 Completed Similar Projects = Satisfactory 2 Completed Similar Projects = Poor 1 Completed Similar Projects = Not Acceptable				5= Excellent 4 = Good 3= Satisfactory 2= Poor 1= Not Acceptable		
Bidder to indicate how they will transfer skills to the SARS staff members Submitted real-time intervention = Excellent Submitted detailed proposed = Good Submitted generic skill plan = Satisfactory Submitted non-generic skill plan = Poor No skill transfer plan = Not Acceptable				5= Excellent 4 = Good 3= Satisfactory 2= Poor 1= Not Acceptable	5%	
TOTAL					100%	

10.4 SARS's Pricing and B-BBEE Evaluation – (Gate 3)

Gate 3: Pricing Evaluation

- 10.4.1 There will be no price evaluation for the purpose of appointment to the panel.

Gate 3, BBBEE Classification

- 10.4.2 There will be no BBBEE evaluation for the purpose of appointment to the panel.
- 10.4.3 SARS however aspires to drive transformation by using the required information as part of contract management and skills transfer.
- 10.4.4 SARS reserves the right to request bidders to submit proof of any information, to substantiate claims made about their B-BBEE status.

10.4.5 The checklist below indicates the B-BBEE documents that must be submitted for this Bid.

BBBEE Criteria
Bidders to submit: <ul style="list-style-type: none"> • A duly completed SBD 6.1 Preference point claim form, and • A valid B-BBEE certificate or sworn affidavit.

CLASSIFICATION	Codes	SUBMISSION REQUIREMENT
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit or CIPC Certificate.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified Copy of B-BBEE Rating Certificate from a South African National Accreditation System (SANAS) accredited rating agency. A sworn affidavit – Entities with black ownership greater than 51%.
Large Entity (LE)	Above R50 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

Bidders who do not claim preference points will not be classify according to B-BBEE but cannot be excluded from the Tender process.

10.4.6 Use and acceptance of Affidavits

10.4.6.1 Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths.

10.4.6.2 SARS reserves the right to request that Bidders submit their black ownership and turnover information in support of their sworn affidavits.

11 JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

11.1.1 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate Tender.

12 EVALUATION AND SELECTION

12.1 Process after Closing Date

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

12.1.2 SARS may conduct a due diligence on any Bidder or its Subcontractor, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's various

premises and/or production sites to verify certain stated facts or assumptions), and in which regard, the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which, SARS reserves the right not to consider the Bidder's Tender any further;

- 12.1.3 no material amendment/s may be made to a Tender, unless specifically permitted or requested by SARS;
- 12.1.4 SARS may shortlist Bidders and may request presentations from such short-listed Bidders. All costs relating to the preparation of such presentations will be borne by the Bidders;
- 12.1.5 SARS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective Tenders;
- 12.1.6 SARS will evaluate the Tenders with reference to SARS's Evaluation Criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.
- 12.1.7 Bidders who are appointed to the panel will be issued with Request for Quotation (RFQ) as and when SARS has a need for penetration test during the period of the contract.

12.2 Financial Statements

- 12.2.1 SARS retains the right to request further information with regards to the annual financial statements, should the need arise.

13 GENERAL CONDITIONS OF BIDDING

13.1 Acceptance of RFP conditions

The Bidder's participation in the RFP process is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

13.2 Reservation of rights

SARS reserves the right in its discretion to:

- 13.2.1 make no award
- 13.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons;
- 13.2.3 not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;

- 13.2.4 change any of its requirements as set out in this RFP by giving Bidders reasonable notice;
- 13.2.5 change any condition, procedure or rule of the RFP by giving Bidders reasonable notice;
- 13.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 13.2.7 re-advertise the Tender;
- 13.2.8 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders;
- 13.2.9 conduct site visits and/or perform audits whenever SARS deems it prudent to do so;
- 13.2.10 undertake further checks on Bidders, which may include information on public record or in the public domain, information contained in internal SARS records or information received from other government institutions;
- 13.2.11 no longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 13.2.12 to award a Tender based on which Bidder is offering the best value for money, even if such Tender is not the lowest priced Tender;
- 13.2.13 to make the award subject to the successful Bidder entering into a duly signed contract with SARS; and
- 13.2.14 to disqualify a Bidder whose bid contains a misrepresentation or misleading.

13.3 Validity of information

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

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

13.4 Screening and Vetting of Service Provider

Acceptance of this tender/quotation is subject to the condition that both the contracting firm and its personnel providing the service must be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of SARS and areas designated as National Key points that they may have. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

13.5 RFP not an offer

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

Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisors and representatives) is a representation that SARS will offer, award or enter into a contract with the Bidder.

13.6 Preparation Costs

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this RFP and all other costs incurred by it throughout the RFP process. Furthermore, no statement in this RFP will be construed as placing SARS, its employees, advisors 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.

13.7 Conflict of Interest

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

13.8 Indemnity

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

13.9 Precedence

This document will prevail over any information provided during any Briefing Session whether oral or written, unless such written information provided, expressly amends this document by reference.

13.10 Responsibility for sub-contractors and Bidder's personnel

A Bidder is responsible for ensuring that its sub-contractors (if any), personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its sub-contractors comply with all terms and conditions of this RFP. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such sub-contractors,

13.11 Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of a Tender.

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

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

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

13.12 Intellectual Property

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

13.13 Limitation of Liability

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

13.14 Tax Compliance

No Bid may be awarded to a Bidder whose tax matters have not been declared by the SARS to be in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

No Tender shall be awarded to a Bidder (or any of its members, directors, partners or trustees) whose names appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SARS reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

13.15 Governing Law

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