

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 31/2022

PROVISION OF SHORT-TERM INSURANCE BROKERAGE SERVICES

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	SARS REQUIREMENTS FROM THE BIDDERS / BIDDERS' RESPONSE	7
4	STRUCTURE OF THE RFP PACK.....	10
5	KEY ACTIVITIES AND DATES	11
6	COMMUNICATION	13
7	TENDER PREPARATION AND SUBMISSION	13
8	EVALUATION OF PROPOSALS.....	16
9	TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS ..	24
10	COMPLAINTS AND ALLEGATIONS	26
11	GENERAL CONDITIONS OF BIDDING	27
12	CHECKLIST OF RETURNABLES.....	35

REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

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 on a non-exclusive basis.

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Background

SARS collects revenue to fund initiatives, plans, programmes and strategies of national and provincial government departments and thus SARS plays an enabling role in government delivery.

SARS business operations are dependent on having optimal short-term insurance cover in the event the organisation suffers a loss. This insurance should cover all SARS assets, including vehicles and properties, business interruption, public liability, SASRIA, international travel and contractors "All risk", cash in transit and marine assets amongst others.

The purpose of this RFP is to procure the services of a competent insurance broker who could approach the local and international markets to obtain best quotes for related covers and administer all claims efficiently and effectively.

2.2 Scope of Work

2.2.1 Administration

2.2.1.1 The Service Provider will be required to obtain short-term insurance cover from the insurance industry based on the needs of SARS which include but is not limited to the following:

- Assets Insurance (Buildings, Property damage, Fixtures and Fittings, all tangible assets, refer to Annexure D: SARS Classes Asset)
- Third Party Property in the Care, Custody or Control
- Computer Equipment (Laptops, Cell Phones, Tablets)
- Small Craft (boats, etc.)
- International Business Travel
- Cash in transit

- Goods in Transit (Precious metals & stones)
 - Directors and Officers Liability
 - Contractors All Risks
 - Public Liability
 - Personal Liability
 - Aviation/Airside Liability
 - Plant All risk (Mobile Container Scanners)
 - Motor Fleet (Motor Vehicle, Motorcycles, Trailers, Watercraft etc.) including international and cross border cover
 - SASRIA (Riot, Strike, etc.)
 - Business Interruption (Increased Cost of Working)
 - Cyber Risk Insurance, etc.
- 2.2.1.2 Upon appointment, the Service Provider will be required to obtain short-term insurance cover from the insurance industry based on the needs of SARS within three (3) months, based on the prevailing market conditions at the time and the insurance products that are available to mitigate or partly mitigate the risks as identified.
- 2.2.1.3 During the term of the contract, the Service Provider must issue underwriting questionnaires to SARS three (3) months before the expiry of policy cover contracts.
- 2.2.1.4 The Service Provider must arrange for the issuing of the necessary policy contracts by the insurer, on behalf of SARS within a month of renewal.
- 2.2.1.5 The Service Provider must continuously negotiate and obtain cover that is most advantageous to SARS with minimal exclusions. The Service Provider will be required to provide proof of such negotiations.
- 2.2.1.6 The Service Provider must administer and facilitate the claims management process from submission to finalisation and reporting stage.
- 2.2.1.7 All claims submitted must be resolved within sixty (60) days. The claims management process turnaround time will be continuously reviewed and agreed upon with the Service Provider.
- 2.2.1.8 The Service Provider must be able to provide a fully functional online system to SARS which will enable the SARS Insurance Administrator to log and submit claims, and to track the status thereof.
- 2.2.1.9 The Service Provider must act in SARS' best interest in all dealings with the appointed insurers and prospective underwriters.
- 2.2.1.10 The Service Provider must provide the services within the agreed turnaround times, failure to

adhere to such timeframes will result in consequence management as per the Services Agreement.

2.2.1.11 The Service Provider's employees appointed to work on the SARS account must fully understand their obligations under the General Code of Conduct issued in terms of FAIS, and any other guidelines that may be issued by a regulatory body having jurisdiction over the Service Provider.

2.2.1.12 The Service Provider must ensure that any third-party service provider appointed by an insurer and/or underwriter to render a service following the occurrence of an insured event is compliant with the taxation laws of the Republic of South Africa. In particular, ensure that third-party service providers, who render services following the occurrence of an insured event, invoice the Service Provider for the services rendered. The Service Provider shall in turn invoice SARS for the services rendered by such third-party service providers; and attach the invoice of the third-party service providers to its invoice.

2.2.2 Reporting

2.2.2.1 The following **monthly** reports should be provided:

2.2.2.1.1 Service Provider must provide monthly reports which may be tailor-made to SARS' requirements and must include but not be limited to:

- Dashboard;
- Motor fleet reports; and
- Non-motor reports.

2.2.2.1.2 Provide a monthly reconciliation (motor and non-motor reports) of all claims data and contributions (including self-insured component) of:

- Claims received and registered;
- Claims submitted to the insurance company;
- Outstanding claim documents and the reasons thereof;
- Payments made on claims, including verifying the correctness of the payment calculation by the insurance company;
- Repudiated claims;
- Measures taken by the Service Provider through a third-party supplier to address repudiated claims, including progress made on any litigation process in connection with a repudiated claim; and
- Monitoring of data movements in respect of the activities on the short-term insurance portfolio and claims register.

2.2.2.1.3 A performance report recording any failures to achieve service levels, the nature and date thereof, the causes of the failures and a summary of steps taken to resolve the failures and avoid them in the future.

2.2.2.1.4 Monthly report must be submitted to SARS within four (4) business days after each calendar month.

2.2.2.2 The following consolidated **quarterly** reports which should include the following but not be limited to:

2.2.2.2.1 Quarterly report must be submitted in a similar format as reported in the monthly report.

2.2.2.2.2 Update SARS on the current state of the insurance market in terms of general economic realities, solvencies, capacity, profitability, rates and market activity (such as mergers, amalgamations, take-overs and joint ventures) and the possible impact of such matters on the SARS' renewal strategy and insurance portfolio;

2.2.2.2.3 Update SARS on legal developments within the short-term insurance industry and inform SARS on insurance product developments and the risk mitigation developments in the South African market;

2.2.2.2.4 Ongoing evaluation of uninsured risks and possible options for addressing them;

2.2.2.2.5 Ongoing analysis of loss statistics to identify trends to assist SARS in future loss prevention and more effective management of risk;

2.2.2.2.6 Inform SARS when the financial strength rating of an insurer and /or underwriter has changed;

2.2.2.2.7 Risk management report;

2.2.2.2.8 Advising SARS regarding any reserve accounts with the insurer(s) and

2.2.2.2.9 Quarterly reports must be submitted to SARS within four (4) business days after the end of a quarter.

Note: All reports will be continuously reviewed and tailor-made to meet SARS needs at the time of review.

2.2.3 Meetings

2.2.3.1 The Service Provider will be required to review the SARS short-term insurance portfolio with SARS' Procurement, Finance and Legal (if necessary) departments in a formalised pre-set meeting on a quarterly basis.

2.2.3.2 The Service Provider will be required to report on the overall progress of the Services and discuss service execution issues i.e. problems, risks, administrative issues etc. at a Customer

Relationship Review on a quarterly basis.

2.2.4 **Advice to SARS**

2.2.4.1 The Service Provider must provide financial advice on the short-term insurance portfolio in the event SARS requests such advice within the timelines as agreed to from time to time and must furthermore assist SARS with the interpretation of insurance policy documents and matters incidental thereto including the interpretation of insurance rules and regulations.

2.2.4.2 Where advice given results in a loss to SARS consequence management will apply in accordance with the Service Agreement.

2.2.5 **System**

The Service Provider must provide a fully functional online claims administration system and grant access to SARS' employees within three (3) months from the commencement of the contract. While development of the system is in progress the Service provider will be expected to submit interim reports that meets SARS reporting requirements.

The Service Provider must provide training within three (3) months of the implementation of the system and on a need basis for any new user/s at no cost.

The system must have the following minimum functionalities:

- Dashboard;
- Enable online submission of claims by SARS;
- Monitor and manage the status of each claim submitted;
- Monitor the aggregate amount per cover type; and
- SARS must be granted access to be able to retrieve information/reports on the Service Provider's system throughout the duration of the contract, including historical data, etc.

Note: Bidder must refer to Annexure E for a minimum input requirement of the online claim administration system.

3 **SARS REQUIREMENTS FROM THE BIDDERS / BIDDERS' RESPONSE**

The bidders are required to submit their response to all the information in this section. The information will be used for technical evaluations.

3.1 Company Profile

Bidder must have minimum eight (8) years of experience providing short-term insurance brokerage service, preferably in the Public Sector.

3.2 Resources

Bidders must submit a comprehensive CV of nominated Key Personnel that will handle SARS' account:

- Director/Regional Manager: minimum 15 years of experience in the industry; CV may include name and membership number of the professional body the Director/Regional Manager is affiliated with, if applicable.
- Key Account Manager: minimum 13 years of experience in the industry; CV may include name and membership number of the professional body the Key Account Manager is affiliated with.
- Claims Manager: minimum 10 years of experience in the industry; CV may include name and membership number of the professional body the Claim Manager is affiliated with, if applicable.

Note:

- The CVs **must** be signed by the nominated individual and the representative of the Bidder.
- Bidders **must** link their Designation/Title resource to a SARS resource title.
- Bidders **must** submit confirmation of membership and/or membership certificate.

3.3 References

- Bidders must provide written contactable references from five (5) of its own current or recent clients (i.e. not older than 24 months) with a cover of more than R 10 billion (similar size to SARS) to whom the bidder is providing or has provided broker services for short-term insurance. Refer to Annexure C: SARS Portfolio Size.
- The identified reference should complete Annexure F and authenticate it with a company stamp or transfer the information onto their company letterhead.

Please note: SARS reserves the right to contact the clients for a reference check. It is important to ensure that the clients are contactable.

3.4 Insurers and/or underwriters

Bidders must describe how they will ensure value for money on behalf of SARS e.g. competitive premiums and minimal exclusions.

3.5 Claims management process

Bidders must provide their claim management process which includes but is not limited to:

- Log claim and submit supporting documentation on the brokers online system.
- Provide agreement of loss.
- Settlement of claim.
- Turnaround times for the claim management process and extracting of reports.

3.6 Reporting

Bidders must provide:

- A sample of 3 types of monthly reports:
 - Dashboard;
 - Motor fleet reconciliation report; and
 - Non-motor reconciliation report.

The monthly reconciliation (motor and non-motor) reports should consist of all elements, as provided on paragraph 2.2.2.1 above.

- A sample of a quarterly report in a similar format as the monthly report. The report should include:
 - Dashboard;
 - Motor fleet reconciliation report;
 - Non-motor reconciliation report;
 - And additional requirement listed under quarterly reports, as provided in the main RFP document.

3.7 Risk Management

Bidders must provide:

- Risk management strategy which must include but not be limited to:
 - Identifying risk

- Measuring risk
- Identifying possible mitigation strategies
- How the solution will be implemented
- Monitoring results
- Transition
 - Bidders must provide a detailed implementation plan on how they propose to take over from the existing service provider and set-up the service delivery capability at the awarding of the contract.
 - Bidders must provide a detailed implementation plan on how they propose to handover SARS' short-term portfolio to a new service provider at the expiration of the contract.

3.8 Online System

- Bidders will be required to present a live demonstration of their online system to SARS' technical evaluators. Bidders will be required to describe their administration process. Bidders will be required to present the following but not be limited to:
 - The dashboard (summary of claims per cover, status of claims, value of claims per cover, average turnaround time, etc.)
 - The online system used in claims' logging, submission and tracking;
 - Ability to attach supporting documents;
 - The online system's capabilities and potential benefits to SARS;
 - How SARS will extract reports, including historical data;
 - Turnaround times for extracting reports;
 - Turnaround times for customising of reports;
 - How the online system can be customised for SARS' needs; and
 - Turnaround times for customisation of the online system.
- Bidders must include in their tender pack screen-prints of the online system that they will be presenting to SARS' technical evaluators. The screen-prints will be used to verify the letter submitted as part of the mandatory requirements.

4 STRUCTURE OF THE RFP PACK

4.1 Structure

This RFP pack is organised into four (4) 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	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.
3	Contract management	The General Conditions of Contract (GCC) and/or proposed Services Agreement under which SARS wishes to contract the services.
4	Response templates	Where applicable, response templates that are required to be completed and returned as part of a bidder's proposal.

5 KEY ACTIVITIES AND DATES

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

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	Bid Number	RFP 31/2022
2.	Description	Provision of short-term insurance brokerage services
3.	Duration of contract	The successful bidder will be appointed for a period of sixty (60) months, with an additional three (3) months to allow for the underwriting process, subject to SARS' terms and conditions.

		The three (3) months will only applicable should there be a new Service Provider appointed.
4.	Validity period of proposals	Bids submitted will be valid for a period of 180 calendar days from the closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.
5.	Advertisement of the RFP	a) SARS website: 12 December 2022 b) National Treasury Tender Portal: 12 December 2022 c) SARS E-Sourcing: 12 December 2022
6.	RFP pack available for download from SARS website	12 December 2022 Bidders are encouraged to continuously visit SARS website for any communication regarding the tender.
7.	Virtual briefing session date and registration	The non-compulsory briefing session will be held virtually via a Microsoft Teams meeting on 17 January 2023 at 14:00 – 15:30 . The meeting can be accessed at the following link: [Click here to join the meeting] .
8.	Bidders to submit written questions on or before	From 12 December 2022 to 19 January 2023
9.	SARS to respond to bidders' written questions on or before	23 January 2023
10.	CLOSING DATE AND TIME (proposals due)	30 January 2023 at 11H00

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.

6 COMMUNICATION

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.

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.

7 TENDER PREPARATION AND SUBMISSION

7.1 Introduction

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:

- 7.1.1.1 fair, equitable, transparent, competitive and cost-effective; and
- 7.1.1.2 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).

7.2 Question and answer process.

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.

Between the dates given in paragraph 5, 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 is not obliged to respond to a question should it choose not to do so. The questions and answers will be published on the SARS website. The identity of a bidder who has directed a question to SARS will not be disclosed by SARS in such responses.

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 SARS website. It is a bidder's responsibility to visit the SARS website at regular intervals to ensure that a bidder uses the latest versions of documents in the RFP pack.

The SARS website must be treated as the primary means of communication. In the event of any other communication that conflicts with communications posted on the SARS website, the SARS website communication will prevail.

7.3 Central Supplier Database

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.

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.

7.4 Proposal submission

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.

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.**

7.4.1 The proposals may also be posted to the address provided in the aforementioned paragraph.

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

7.4.3 Late proposals will not be accepted.

7.5 Instruction for submitting a proposal

- 7.5.1 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.
- 7.5.2 All proposals and supporting documentation must be submitted in English.

A bidder's proposal is required to be submitted as:

1 x Original hardcopy	One (1) original hardcopy proposal clearly marked as " <i>Original</i> "
1 x Duplicate hardcopy	One (1) duplicate hardcopy proposal clearly marked as " <i>Copy</i> "
1 x Electronic copy	One (1) electronic copy of the original hardcopy proposal

Note:

- A "hardcopy proposal" means an A4 ring bound lever arch file.
- An "electronic copy" means a memory stick (USB stick).

- 7.5.3 Each hardcopy proposal 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.
- 7.5.4 Pricing information must be included in a separate file (File 2), and not be included in the technical file (File 1).
- 7.5.5 A bidder is required to submit the contents of its proposal (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

Files		Section	Responses
File 1: TECHNICAL proposal	• RFP reference	1	• Prequalification documents (SBD and other documents), <i>excluding SBD 6.1 Preference point claim form</i>
	• Description • Bidder name	2	• Response to mandatory requirements • Supporting documents for mandatory requirements (if

			applicable)
		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">• Draft Services Agreement
File 2: PRICE and B-BBEE proposal	<ul style="list-style-type: none">•RFP reference•Description•Bidder name	1	<ul style="list-style-type: none">• B-BBEE certificate or sworn affidavit• SBD 6.1 Preference point claim form
		2	<ul style="list-style-type: none">• Pricing response template
		3	<ul style="list-style-type: none">• 3 most recent years audited / independently reviewed financial statements

8 EVALUATION OF PROPOSALS

8.1 Process after the closing date

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.

8.2 Administrative Prequalification evaluation process (Gate 0)

8.2.1 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).

8.2.2 Where a bidder's proposal fails to comply fully with any of the administrative 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 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.

Table 4: Administrative Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission may 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.	NO – Non-submission will lead to a zero score on B-BBEE
4.	Supplier cost and risk assessment questionnaire	Bidder to complete and sign the supplied pro forma document.	YES
5.	Proof of registration on the Central Supplier Database (CSD)	Bidder to submit proof of registration on CSD. Bidder must ensure the tax compliant status is "Tax Compliant".	YES
6.	General Conditions of Contract	Bidder to sign the supplied pro forma document.	YES
7.	A complete set of three (3) most recent audited / independently reviewed financial statements	Submit complete sets of audited or independently reviewed annual financial statements as detailed in this RFP.	YES - Required for due diligence process for award purposes

8.3 Mandatory evaluation process (Gate 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.

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.	Bidders are required to submit a valid B-BBEE certificate or sworn affidavit with a minimum B-BBEE status level 3.	Bidders to submit a valid B-BBEE status level verification certificate or a valid sworn affidavit as proof.
2.	Certificate/License proving a bidder is an Authorised Financial Service Provider with the Financial Sector Conduct Authority (FSCA)	Submit FSCA certificate/license proving that bidder is an Authorised Financial Service Provider (FSP). SARS reserves the right to validate the proof submitted by contacting FSCA.
3.	<p>Bidder must provide proof that the:</p> <ul style="list-style-type: none"> Director/Regional Manager has passed The FAIS Regulatory Exams. <p>AND</p> <ul style="list-style-type: none"> Key Account Manager has passed The FAIS Regulatory Exams. 	<p>Bidder must submit proof that the:</p> <ul style="list-style-type: none"> Director/Regional manager has passed the Regulatory Exam by submitting exam results and/or a certificate from FSCA or any of the appointed examination body. <p>AND</p> <ul style="list-style-type: none"> Key Account Manager has passed the Regulatory Exam by submitting exam results or certificate from FSCA or any of the appointed examination body.
4.	Professional Indemnity Cover of R 150 Million	Bidder must submit a schedule of Error and Omissions cover with a minimum cover of R150 million.
5.	Online system for claims' logging, submission, tracking and reporting of claims.	<p>Bidders must submit a letter on a company letterhead and signed by the duly authorised representative of the Bidder, indicating which online system they are utilising for claims logging, tracking, tracing and reporting. This will be verified against the screen-prints provided.</p> <p>(Bidders will be required to do a live demonstration of their online system as part of the technical evaluation.)</p>
6.	Bidder must be able to provide SARS with	Bidders must submit a fully completed Annexure A1.

	Mandatory evaluation criteria	Bidder to submit as proof
	short-term insurance cover for all the mandatory cover types listed on Annexure A1.	The written confirmation must be on a company letterhead and signed by the duly authorised representative of the Bidder.

8.4 Technical evaluation process (Gate 2)

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. 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.

Bidders must refer to Annexure A2: Technical Evaluation Criteria for a detailed technical evaluation that will be used to evaluate the bidder.

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.

8.5 Price and B-BBEE evaluation (Gate 3)

In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, and its Regulations, only bidders that have met or exceeded the minimum threshold for functionality in the technical evaluation, will be evaluated further in terms of the following preference point system:

Table 6: Price and B-BBEE evaluation

	Criteria	Points
1.	Price	80
2.	B-BBEE status	20
	TOTAL	100

8.5.1 Price evaluation (Gate 3, Stage 1)

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

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 may lead to a bidder scoring zero for the pricing evaluation or disqualification of the bidder.

Table 7: Pricing evaluation formula

Price evaluation formula	Points
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	80

Where

P_s = Points scored for price of proposal under consideration

P_t = Rand value of proposal under consideration

P_{min} = Rand value of lowest acceptable proposal

8.5.2 B-BBEE evaluation (Gate 3, Stage 2)

8.5.2.1 Points for the B-BBEE evaluation will be allocated in accordance with a bidder's B-BBEE status claimed.

Points for B-BBEE can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit together with the SBD 6.1 Preference points claim form.

8.5.2.2 Bidders who do not claim preference points will be scored zero for B-BBEE.

8.5.2.3 Failure of a bidder to submit a B-BBEE certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Companies and Intellectual Property Commission (CIPC) B-BBEE Certificate for Exempted Micro Enterprise (EME), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) together with the proposal, will be interpreted to mean that preference points for B-BBEE are not claimed.

8.5.2.4 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 arrangement, the *unincorporated* joint venture 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.

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

Table 8: B-BBEE evaluation points allocation

B-BBEE 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

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

Table 9: B-BBEE documents checklist

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	<ul style="list-style-type: none"> A sworn affidavit or certificate from CIPC.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	<ul style="list-style-type: none"> A sworn affidavit only 51% Black Ownership and above; or A copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	<ul style="list-style-type: none"> A copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency.

8.5.3 Consolidation of price and B-BBEE evaluation (Gate 4)

The points scored by a bidder for the price evaluation and the B-BBEE 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 evaluation and ranking of the bidders.

8.6 Financial risk analysis

- 8.6.1 SARS may conduct a financial risk analysis on the bidders.
- 8.6.2 The bidders are required to submit complete sets of audited / independently reviewed annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity. The annual financial statements must contain:
 - 8.6.2.1 A statement of profit and loss and other comprehensive income;
 - 8.6.2.2 A statement of financial position;
 - 8.6.2.3 A statement of cash flows;
 - 8.6.2.4 A statement of changes in equity / net assets; and
 - 8.6.2.5 Accompanying notes.
- 8.6.3 The bidders are required to submit the public interest score (PIS) in compliance with the Companies Act (Act No. 71 of 2008).
- 8.6.4 Bidders who have been trading for less than three (3) financial periods must provide:
 - 8.6.4.1 A letter detailing the fact, signed by a duly authorised representative of the entity;
 - 8.6.4.2 The annual financial statements that the entity can provide, considering the period that it has been trading; and
 - 8.6.4.3 Any other information or documentation which would provide more clarity on the financial history of a bidder.
- 8.6.5 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:
 - 8.6.5.1 Holding company's / Parent company's accounts;
 - 8.6.5.2 Management accounts;
 - 8.6.5.3 Signed letter from a recognised financial institution confirming capital availability and bank statements; and/or
 - 8.6.5.4 Credit rating reports (confirming capital availability or access to capital).
- 8.6.6 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.

8.6.7 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 arrangement, the *unincorporated* joint venture is required to submit annual financial statements of each of the parties to the arrangement.

8.6.8 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome, which will be 10% of the tender value. Where the project is capital intensive and the recommended bidder(s) overall financial risk is assessed as high, SARS reserves the right to request a financial guarantee prior to award, of up to 50% of the average annual tender value, to cover the upfront costs and to enable the bidder(s) to commence with the project.

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

8.7.1 SARS has a 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.

8.7.2 Where SARS requested the annual financial statements as part of the prequalification or mandatory evaluation requirements, these will be used as a basis on assessing the financial capability and assessing a contract limit size considered "safe" to award to a potential bidder. To assist in encouraging new business and in the spirit of encouraging supplier growth, SARS will engage the bidder to demonstrate any further evidence of financial risk, capacity, or capability mitigations.

8.8 Proposed Services Agreement

8.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within the time frame stipulated in the letter of award.

8.8.2 Bidders are requested to-

8.8.2.1 Comment on the terms and conditions set out in the draft Services Agreement and where necessary, propose required changes to such terms and conditions; and

8.8.2.2 Each comment and/or amendment must be explained.

- 8.8.3 Upon award, SARS and the successful bidder will conclude an agreement regulating the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:
- 8.8.3.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement.
 - 8.8.3.2 SARS will be entitled to cease negotiating with a bidder and negotiate with another bidder if SARS, in its sole discretion, is of the opinion that: (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.
 - 8.8.3.3 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.
- 8.8.4 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.
- 8.8.5 If the successful bidder fails to sign the proposed agreement within twenty-one (21) days, or as requested by SARS, calling upon it in writing to do so, SARS reserves the right to:
- 8.8.5.1 cancel the award to the successful bidder;
 - 8.8.5.2 enter into negotiations with reserve bidder(s) and conclude the proposed agreement with such reserve bidder(s); or
 - 8.8.5.3 take any other action SARS deems reasonable and appropriate.

9 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

9.1 Proof of existence of a trust, joint venture and subcontracting arrangements

- 9.1.1 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:
- 9.1.1.1 Details of the trustees of the trust; and
 - 9.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust

deed of that specific trust is required.

- 9.1.2 Where, for the purposes of this RFP, a bidder submits its proposal as a joint venture (incorporated or unincorporated), the bidder must submit the joint venture agreement, which sets forth the following details:
- 9.1.2.1 identification of each party to the agreement in full;
 - 9.1.2.2 the percentage ownership of the joint venture of each party to the agreement (if applicable);
 - 9.1.2.3 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);
 - 9.1.2.4 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
 - 9.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture 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.
- 9.1.2.6 If a bidder is submitting a proposal in the form of an *unincorporated* joint venture, the SBD 4 Bidder's Disclosure form should be completed by each party participating in the joint venture agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture for this RFP.
- 9.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.
- 9.1.3 Where, for the purposes of this RFP, a bidder has or intends to subcontract areas of scope of the goods and services, bidders must note the following:
- 9.1.3.1 the bidder must complete paragraph 7 of the SBD 6.1 Preference point claim form. If a bidder intends subcontracting to more than one subcontractor, it must include all the relevant information in the form, or alternatively submit a separate attachment with the information required as per the Preference point claim form and reference must be made to the attachment;

- 9.1.3.2 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
 - 9.1.3.3 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
 - 9.1.3.4 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 account governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).
- 9.1.4 Any bidder, whether participating in a trust, joint venture 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 COMPLAINTS AND ALLEGATIONS

- 10.1.1 Should a Bidder have reasons to believe 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.
- 10.1.2 Any suspicious 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 your company, please immediately inform the *SARS Fraud/Anti-Corruption* Hotline at 0800-002870 for further investigation.
- 10.1.3 The "SARS hotline" further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

11 GENERAL CONDITIONS OF BIDDING

11.1 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.

11.2 Reservation of rights

11.2.1 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:

- 11.2.1.1 make no award, or to accept part of a proposal rather than the whole;
- 11.2.1.2 withdraw, or cancel this RFP;
- 11.2.1.3 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;
- 11.2.1.4 schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations, local content evaluations, and/or perform audits on any bidder whenever SARS deems it prudent to do so;
- 11.2.1.5 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;
- 11.2.1.6 award a proposal based on which bidder is offering the best value for money, even if such proposal is not scored the highest points during the evaluation;
- 11.2.1.7 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;
- 11.2.1.8 request additional information, clarification or verification in respect of any information contained in or omitted from a bidder's proposal, which SARS may do either in writing or at a meeting convened with the bidder for that purpose;
- 11.2.1.9 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

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

11.2.2 SARS will disqualify any bidder, who:

11.2.2.1 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;

11.2.2.2 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;

11.2.2.3 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;

11.2.2.4 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;

11.2.2.5 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;

11.2.2.6 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;

11.2.2.7 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;

11.2.2.8 is listed on the National Treasury's Register for Tender Defaulters or the National Treasury's

Database of Restricted Suppliers; or

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

11.2.3 Bidders' own conditions

11.2.3.1 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.

11.3 Conflict of interest

11.3.1 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.

11.4 Confidentiality

11.4.1 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.

11.4.2 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.

11.5 Fronting

11.5.1 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.

11.5.2 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.

11.6 Liability

- 11.6.1 The successful bidder shall be liable to SARS, where SARS has suffered any direct damages and/or losses as a result of the successful bidder's failure to observe its obligations in terms of the Services Agreement.
- 11.6.2 The successful bidder shall further be liable to SARS for all indirect and consequential or special damages and/or losses suffered by SARS as a result of gross negligence, wilful misconduct or breach by the successful bidder or its Key Personnel of confidentiality provisions in the Services Agreement, breach of Applicable Laws, infringement of third-party intellectual property rights or a criminal act committed by the successful bidder, Key Personnel or any employee of the successful bidder.

11.7 Insurance

- 11.7.1 The successful bidder must, on or before the commencement date of the Services Agreement and for the duration thereof, have and maintain adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which must include, without limitation, a minimum of R150 million professional indemnity insurance cover against all actions, suits, claims or other expenses arising in connection with damages or Losses for which it is liable in terms of the Services Agreement.

11.8 Indemnity

- 11.8.1 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 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.

11.9 Intellectual property

- 11.9.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP. Bidders will retain the intellectual property rights in their proposals but grant SARS the right to make copies.

11.10 Limitation of liability

- 11.10.1 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.

11.11 Preparation costs

- 11.11.1 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.

11.12 Precedence

- 11.12.1 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.

11.13 Responsibility for bidder's personnel and subcontractors

- 11.13.1 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.
- 11.13.2 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.

- 11.13.3 The proposal shall however be awarded to the Vendor 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.
- 11.13.4 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.
- 11.13.5 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

11.14 RFP not an offer

- 11.14.1 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.

11.15 SARS' oath / declaration of secrecy

- 11.15.1 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 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 aforementioned Policy.

11.16 Screening and vetting of a bidder

- 11.16.1 Acceptance of a bidder's proposal is subject to the condition that both the contracting firm 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 Policy.

11.16.2 Obtaining the necessary clearance 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.

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

11.17 Tax compliance

11.17.1 No bid will be awarded to a bidder who is not tax compliant. As part of good governance, directors/owners of the bidding entity should also maintain their tax compliance status.

11.18 Tender defaulters and restricted suppliers

11.18.1 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.

11.19 Local production and content

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

11.19.2 To enable this objective to be adequately assessed and as part of contract management, bidders shall

11.19.3 advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.

11.19.4 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.

11.20 Validity of information

11.20.1 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.

11.20.2 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.

11.21 Governing law

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

12 CHECKLIST OF RETURNABLES

Table 10: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply	Refer to page #
1.	An original, a copy and an electronic RFP proposal 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 fully completed and signed.			
5.	SBD 4: Bidder's Disclosure has been fully completed and signed.			
6.	SBD 6.1: Preference points claim form has been fully completed and signed.			
7.	Annexure A1: SARS' minimum mandatory risk cover types			
8.	Annexure F: Customer reference			
9.	Annexure B: Pricing Template has been fully completed and signed.			
10.	Proof of registration on the Central Supplier Database (CSD) has been submitted and tax status is "compliant".			
11.	General Conditions of Contract (GCC) has been completed and signed.			
12.	A complete set of three (3) most recent audited / independently reviewed financial statements has been			

	Checklist of returnable documents	Comply	Do not comply	Refer to page #
	included.			
13.	All the mandatory evaluation requirements have been submitted with this bid.			
14.	All the technical evaluation requirements have been submitted with this bid.			
15.	All the pricing evaluation requirements have been submitted with this bid and the pricing template			
16.	All the B-BBEE evaluation requirements have been submitted with this bid.			