

SARS REQUEST FOR INFORMATION (RFI)

SARS RFI 02-2016

PROCUREMENT OF ECONOMIC DATA SETS AND A DUE DILIGENCE SOLUTION

RFI MAIN DOCUMENT

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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SARS RFI
PROCUREMENT OF ECONOMIC DATA SETS AND A DUE DILIGENCE
SOLUTION

RFI Main Document

Summary, Guidelines, Instructions and Conditions

1 PREAMBLE

The South African Revenue Service ("SARS") invites certain qualified persons ("respondents") to submit proposals ("Proposals") in accordance with the rules set out in this RFI to enable SARS ("Evaluation Committee") to evaluate and determine the most appropriate sourcing strategy to appoint a Service Provider (SP) for the :

- Sourcing of updated Economic datasets and the associated services and subscriptions
- Sourcing of Due Diligence data (including International data) and the associated services and subscriptions

2 INTERPRETATION AND DEFINITIONS

2.1 Interpretation

- 2.1.1 A capitalised word or expression used in any document in the RFI Pack will have the meaning that has been defined for that word or expression in the document in which the capitalised word or expression appears.
- 2.1.2 If the capitalised word or expression has not been defined in the document in which the capitalised word or expression appears then it will have the meaning given to it in the Table 1: Glossary below in paragraph 2.2.
- 2.1.3 In the event that a capitalised word or expression has not been defined as per paragraphs 2.1.1, 2.1.2 above then:
 - 2.1.3.1 if the word or expression is technical in nature, such word or expression will have its generally understood meaning in the Information Communication and Technology (ICT) industries; or
 - 2.1.3.2 if the word or expression is not technical in nature, then it will have its generally understood meaning.
- 2.1.4 In any document in the RFI Pack, an underlined and italicised word or expression

is a reference to a document in the RFI Pack. The reference can be resolved to the full document filename in Table 3: RFI Pack Contents in paragraph 3.2 below (RFI Pack Contents).

2.1.5 Within a document in the RFI Pack, a reference to a paragraph number is a reference to a paragraph within the document in which it appears. If the reference to a paragraph number is followed by a document name, the reference is to that paragraph number in the document so named.

2.1.6 In this document, a reference to:

- 2.1.6.1 persons or entities, includes a reference to natural persons, any association, body corporate, trust, partnership, organization or other entity including their respective successors and/or assigns;
- 2.1.6.2 the singular includes the plural and *vice versa*, unless the context otherwise requires; and
- 2.1.6.3 the words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.

2.2 Definitions (Glossary table)

Table 1: Glossary

Respondent	means a prospective Service Provider who submits a Proposal for this RFI.
B-BBEE	means Broad-Based Black Economic Empowerment.
Closing Date and Time	means the date set forth in the Table 4: Key Dates and Activities in paragraph 4 below.
Evaluation Committee	The committee that has been appointed by the SARS Executive to evaluate the Proposals received at the "Closing Date and Time" and determine the most appropriate sourcing strategy to appoint a Service Provider (SP) for the required services.
OEM	means Original Equipment Manufacturer.
Proposal	means a response submitted by a Respondent to this RFI.
RFI	means this Request for Information.
RFI Pack	means the collection of documents making up this RFI as listed in Table 3: RFI Pack Contents in paragraph 3.2 below.
SARS	means an organ of the State established in terms of the South African Revenue Service Act, 1997 (Act No. 34 of 1997) with its registered address located at its Pretoria Head Office, 299 Bronkhorst Street, Nieuw Muckleneuk, 0181, the Republic of South Africa.
SBD	means standard bid documents prescribed by National Treasury as listed in section 2 of the Table 3: RFI Pack

	Contents set out in paragraph 3.2 below.
Service Provider	means a Respondent who could be appointed upon the awarding of a tender that could be issued based on the evaluation of this RFI. SARS will enter into an <i>agreement upon awarding of the tender</i> that could be issued based on the evaluation of this RFI. The Service Provider is also referred to as the SP or Service Provider.
Services	include the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of <u>SARS RFI Economic Data 3-1 Business Requirements Specification</u> .
SP	Service Provider.
Subcontractor	has the meaning set out in paragraph 8.1.
Term	means the duration of the agreement which the Service Provider and SARS will enter into <i>upon awarding of the tender</i> that could be issued based on the evaluation of this RFI

3 STRUCTURE OF THE RFI PACK

3.1 Structure

This RFI Pack is organised into 4 (four) sections consisting of one or more documents in each section.

Table 2: RFI Pack Outline

Section	Description of section contents
1	Documents outlining the RFI background, conditions, instructions and documents necessary for a Respondent to attend the non-compulsory briefing session.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be completed and returned to SARS as part of the Respondent's Proposal.
3	Documents outlining the business requirements, technical requirements and other information required by the Respondent to submit a Proposal.
4	Response templates. Templates that are required to be completed and returned to SARS as part of a Respondent's Proposal.

Each document in the RFI Pack is identified by the following naming convention

SARS RFI Economic Data <s>-<n> <document name>

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

3.2 RFI Pack Contents

Table 3: RFI Pack Contents

Section	Document name	Document filename
1	RFI Main Document	SARS RFI Economic Data 1-1 Summary, Guidelines, Instructions and Conditions
	Confidentiality and Secrecy Undertaking	SARS RFI Economic Data 1-2 Confidentiality and Secrecy Undertaking.
	SARS Oath / Affirmation of Secrecy	SARS RFI Economic Data 1-3 SARS Oath – Affirmation of Secrecy.
	Invitation to Bid (SBD1)	SARS RFI Economic Data 2-1 Invitation to Bid (SBD 1).
2	Declaration of Interest (SBD 4)	SARS RFI Economic Data 2-3 Declaration of Interest (SBD 4).
3	Business Requirements Specification	SARS RFI Economic Data 3-1 Business Requirements Specification.
4	Technical Response Template	SARS RFI Economic Data 5-2 Technical Response Template.

4 KEY DATES AND ACTIVITIES

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

Table 4: Key Dates and Activities

No	Description	Start Date/Time	End Date/Time
1.	RFI is published	27 Jan 2017	-
2.	RFI issued	27 Jan 2017	
3.	Non Compulsory Respondents briefing session (refer to 9.1)	8 Feb 2017 @ 10h00	8 Feb 2017 @ 12h30
4.	Respondents to submit written questions (refer to 9.2)	9 Feb 2017	26 Feb 2017
5.	SARS posts answers to Respondent's questions on the SARS website (refer to 9.2)	10 Feb 2017	27 Feb 2017
6.	Proposals due (the “Closing Date and Time”) (refer to 9.4)	-	1 Mar 2017 @ 11h00

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

Any time or date in this RFI is subject to change at SARS's discretion. The establishment of a time or date in this RFI does not create an obligation on the part of SARS to take any action, or create any right in any way for any Respondent to demand that any action be taken on the date established, or on any other date. The Respondent accepts that if SARS

extends the Closing Date and Time for RFI submission for any reason, the requirements of this RFI will otherwise apply equally to the extended timeline.

5 CONTACT PERSONS

All communication to SARS must be emailed to:

Email: tenderoffice@sars.gov.za

Telephone: (012) 422-7448

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 Executive: Procurement.

6 OVERVIEW OF SARS'S REQUIREMENTS

6.1 Introduction

SARS's mandate under the South African Revenue Service Act, 1997 (Act No 34 of 1997), includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS's vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

6.2 Objectives

SARS's primary objective in issuing this RFI is to determine if a *tender* can be issued based on the evaluation of responses to this RFI and an agreement with a prospective bidder can be entered into that will achieve the following:

- 6.2.1 best value for money;
- 6.2.2 sustainable supply of Services; and
- 6.2.3 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs related to the scope.

6.3 SARS's Requirements for Services

- 6.3.1 Details of the required services are contained in the Business Requirements Specification document.

6.4 General Notes Regarding the Services

SARS reserves the right to:

- 6.4.1 request *ad hoc* services within or related to the scope of the Services;
- 6.4.2 include additional services related to Services; and

7 QUALIFICATION

7.1 Introduction

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), which prescribes that SARS's process be:

- 7.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 7.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- 7.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

In furtherance of this evaluation methodology, the bidding qualifications as set out in this paragraph 7 will apply.

7.2 Qualificationary Criteria

Table 5: Pre-Qualification Technical Criteria below contains the pre-qualification technical criteria that are specific to this RFI. If the Respondent does not meet any one of the pre-qualification technical criteria, the Respondent will be disqualified and the Respondent's Proposal will not be evaluated further. The Respondent should be aware that any other requirement that is indicated as a requirement in this or any other document in this RFI Pack may also serve as a pre-qualification requirement unless stated otherwise.

Table 5: Pre-Qualification Technical Criteria

Pre-Qualification Technical Criteria	
1.	The Respondent must have been providing services (the Respondent itself must have been providing such services and cannot rely on a Subcontractor to fulfil this requirement; and
2.	The proposed services must meet the minimum technical requirements as specified in the <u>Business Requirement Specification</u> .

7.2.1 Subject to sub-paragraph 7.2.2 below, SARS will disqualify any Respondent who either itself or any of whose members (save for such members who hold a minority interest in the Respondent through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Respondent other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of SARS or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("**Government Entity**"):

- 7.2.1.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Respondent in respect of the subject matter of this RFI;
- 7.2.1.2 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;
- 7.2.1.3 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;
- 7.2.1.4 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;
- 7.2.1.5 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;
- 7.2.1.6 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;
- 7.2.1.7 has in the past engaged in any conduct referred to in sub-paragraphs 7.2.1.1 to 7.2.1.6 above;

- 7.2.1.8 has been found guilty in a court of law, or administrative or regulatory authority, having appropriate jurisdiction for charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed; or
- 7.2.1.9 is listed on the National Treasury's Register of Tender Defaulters, and/or National Treasury's Database of Restricted Suppliers.
- 7.2.2 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Respondent from disqualification in terms of sub-paragraph 7.2.1.7 above. A Respondent that stands to be disqualified in term of sub-paragraph 7.2.1.7 above may, prior to submitting a Proposal, approach SARS in writing for an exemption as foresaid, in which event:
 - 7.2.2.1 the Respondent is required to provide SARS with full information to enable SARS, in its sole discretion, to consider such application for exemption; and
 - 7.2.2.2 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.
- 7.2.3 By submitting a Proposal the Respondent represents to SARS that it does not stand to be disqualified in terms of paragraph 0 above, unless it has otherwise applied for exemption or been exempted in terms of paragraph 7.2.2 above.
- 7.2.4 SARS may disqualify a Respondent:
 - 7.2.4.1 whose Proposal contains a misrepresentation;
 - 7.2.4.2 in respect of whom any of the members (save for such members who hold a minority interest in the Respondent through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Respondent other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Respondent to submit a valid tax clearance certificate in respect of any one or more such persons;
 - 7.2.4.3 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;
 - 7.2.4.4 who, or whose Subcontractor, unlawfully had access to any of SARS's proprietary information or any other material that may have unlawfully placed that Respondent in a preferential position in relation to any of the other Respondents;
 - 7.2.4.5 who fails to comply with any conditions or requirements of this RFI;
 - 7.2.4.6 who in SARS opinion, has either failed to comply with any of the conditions of any existing or past agreement between such Respondent and SARS or who has performed unsatisfactorily under any such agreement; or

- 7.2.4.7 who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFI.

8 SUBCONTRACTORS

8.1 Definition of Subcontractor

A provider who: (i) provides a comprehensive solution to a portion of the scope of this RFI; or (ii) will be applying the Services directly to SARS's equipment or interacting with SARS's staff, and (iii) has engaged with the Respondent in order to enable the Respondent to propose a complete solution to SARS, is regarded as a Subcontractor of such Respondent.

8.2 Subcontractor Participation

- 8.2.1 An SMME wishing to participate in the RFI, but not able to qualify by itself, should engage with a suitably qualified Respondent(s) to participate as a Subcontractor in the submission of such Respondent's Proposal.

- 8.2.2 Subcontractors, in general, are not restricted by SARS to participate in the submission of only a single Respondent's Proposal.

9 PROPOSAL PREPARATION AND SUBMISSION

9.1 Non Compulsory briefing session

To enable a prospective Respondent to gain a more detailed knowledge of SARS's requirements with respect to this RFI, SARS intends to hold a briefing session. The briefing session that will take place on the date and at the time reflected in the Table 4: Key Dates and Activities in paragraph 4 above, the venue for which is:

SARS Procurement Centre

Linton House

Brooklyn Bridge

570 Fehrsen Street

Brooklyn, Pretoria

Each prospective Respondent may send a maximum of 3 (three) representatives to the briefing session. Note that the Respondent's representatives will be required to provide proof of identification and sign an acknowledgement of attendance prior to the start of the briefing session.

The Respondent's representatives at the briefing session will be afforded the opportunity to submit written questions to SARS after the briefing session. Subject to

the same conditions set out in paragraph 9.2.1 below, SARS will respond to all such questions by publishing the responses on the SARS procurement website at <http://www.sars.gov.za/procurement>.

9.2 Question and Answer Process

- 9.2.1 Between the dates given in item 4 of Table 4: Key Dates and Activities in paragraph 9.1 above, SARS will receive questions sent by Respondents by email to the address tenderoffice@sars.gov.za. SARS will respond to these questions and those submitted in writing at the briefing session, provided that SARS will not be obliged to respond to a question should it choose not to do so. The identity of a Respondent who has directed a question to SARS will not be disclosed by SARS in such responses. The questions and answers will also be published on the SARS procurement website at <http://www.sars.gov.za/procurement>.
- 9.2.2 SARS may issue updated versions of documents issued in the RFI Pack and/or may issue additional documentation to form part of the RFI Pack. Such re-issued or additional documentation will be published on the SARS procurement website. It is the Respondent's responsibility to visit the SARS procurement website at regular intervals in order to ensure that the Respondent uses the latest versions of documents in the RFI Pack.
- 9.2.3 Depending on SARS's assessment of the nature and extent of Respondents' questions during the question and answer process, SARS may schedule additional compulsory or optional briefing sessions.

9.3 Site Inspections

Although SARS does not envisage that any inspections of SARS's Sites will be required, SARS reserves the right to schedule either optional or compulsory site inspections should it become apparent to SARS that it is necessary for prospective Respondents to gain an understanding of the RFI specification.

9.4 Proposal Submission

- 9.4.1 Proposals must be deposited before the Closing Date and Time in the tender box situated at the main entrance of the SARS Procurement centre:
Brooklyn Bridge
Linton House
570 Fehrsen Street
Brooklyn, Pretoria
- 9.4.2 The Proposal documents will only be considered for evaluation if deposited in accordance with paragraph 9.4.1 above regardless of the method used to send or deliver such documents to SARS.
- 9.4.3 Proposals submitted after the Closing Date and Time set out in the Table 4: Key Dates and Activities in paragraph 4 above will not be considered under any circumstances whatsoever.

- 9.4.4 Prior to submission, the Respondent must check the numbering of the pages of its Proposal and satisfy itself that no pages are missing or duplicated. The Respondent must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 12 below. No liability is accepted by SARS with regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Respondent's Proposal to the attention of the Respondent and/or allow the Respondent to correct such defect.
- 9.4.5 All hardcopy documents in the Respondent's Proposal must be signed by a duly authorised signatory on behalf of the Respondent and **initialled on every page** where a full signature is not required. A signatory's authority to sign must appear from a board resolution duly authorising the signatory to sign the Proposal on behalf of the company. The Respondent must sign and/or initial (as applicable) both the original and all copies of the RFI response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Respondent.
- 9.4.6 All Proposal documents must be submitted in original, hard copy format as well as in electronic form on a compact disc (CD) / digital versatile disk (DVD) in the document formats specified in paragraph 12 below.
- 9.4.7 All Proposals and supporting documentation must be submitted in English.
- 9.4.8 SARS reserves the right to retain the Respondent's Proposal for audit purposes. SARS will return the Respondent's Proposal only upon written request being made to SARS and on condition that SARS, at its own cost, will be allowed to make the necessary copies of the Respondent's Proposal for record purposes.

All costs incurred during the preparation and compilation of a Respondent's Proposal, as well as the delivery of a Respondent's Proposal documents to SARS will be borne exclusively by the Respondent.

9.5 **Proposal Compliance**

The Respondent must ensure that all provisions and instructions in this paragraph 9 and paragraph 12 below for the completion and submission of a Proposal are followed in detail.

- 9.5.1 The Respondent's attention is drawn to the following documents required as part of a Respondent's Proposal. If any of these documents are omitted from a Proposal then, subject to paragraph 0, such omission will result in that Proposal being eliminated from the evaluation process at SARS's sole discretion:
- 9.5.1.1 SBD documents, as included in Section 2 of this RFI pack, completed and signed as instructed;
- 9.5.1.2 SARS Oath/Affirmation of Secrecy signed by each member of the Respondent's Bid team in the presence of a Commissioner of Oaths;
- 9.5.2 SARS may reject a Proposal which:
- 9.5.2.1 fails to commit to the key deliverables required by this RFI;

- 9.5.2.2 does not contain the correct number of copies, or is in an incorrect format; or
- is non-compliant in any respect.

10 EVALUATION AND SELECTION

10.1 Process after the Closing Date and Time

After the Closing Date and Time:

- 10.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Respondent's Proposal, which SARS may do either in writing or at a meeting convened with the Respondent for that purpose. Only under exceptional circumstances and in line with applicable legislation, SARS may, at its sole discretion, allow the Respondents to make any amendments to or supplement their Proposals submissions after the stipulated Closing Date and Time;
- 10.1.2 SARS may conduct a due diligence exercise on any Respondent or its Subcontractor(s) which may include contacting Respondent-provided customer references or other activities to verify information and capabilities submitted or claimed (including visiting the Respondent's, Subcontractor's or Respondent-provided customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The Respondent will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The Respondent must respond within the timeframes set by SARS failing which SARS will make decisions based on the limited information at hand, taking into account any uncertainties arising from the inability to verify such information;
- 10.1.3 SARS may place certain Respondent(s) on a shortlist and may request presentations from short-listed Respondents;
- 10.1.4 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals; and

SARS will evaluate the Proposals with reference to SARS's evaluation criteria detailed in paragraph 0 below. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

10.2 SARS's Pre-qualification Process

- 10.2.1 SARS has defined minimum pre-qualification criteria that must be met by the Respondent in order for SARS to accept a Proposal for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Respondent complies with the provisions of paragraphs **Error! Reference source not found.** and 7.2 and the Respondent's Proposal complies with the provisions of paragraph 0 above.
- 10.2.2 Where the Respondent and/or the Respondent's Proposal fails 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:

- 10.2.2.1 entirely reject the Proposal in question and not to evaluate it at all;
- 10.2.2.2 give the Respondent an opportunity to submit and/or supplement the information and/or documentation provided by the Respondent in its Proposal so as to achieve full compliance with the pre-qualification criteria provided that such information and/or documentation can be submitted within a period of 7 (seven) days, or such alternative period as SARS may determine;
- 10.2.2.3 request the Respondent to submit and/or supplement the information and/or documentation provided by it under its Proposal so to achieve full compliance with the pre-qualification criteria provided that such request is administrative in nature, as opposed to forming a substantive element of the Respondent's Proposal; and/or

in any event permit the Proposal to be evaluated.

10.3 SARS's Evaluation Process

- 10.3.1 SARS's evaluation criteria make provision for the evaluation of a Respondent's Proposal based on the extent to which it:

- 10.3.1.1 provides a technical solution and services that meet SARS's requirements. In this regard the Respondent is directed to examine the requirements set out in the Business Requirements Specification and, in particular, to those requirements which are essential to the Respondent's Proposal being acceptable as a technical solution;
- 10.3.1.2 achieves SARS's Broad Based Black Economic Empowerment objectives read with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) Regulations and National Treasury guidelines; and

- 10.3.2 SARS's evaluation of Proposals will be conducted **after pre-qualification**.

- 10.3.2.1 **Evaluation Phase** : Functionality of the Respondent's proposal

The functionality evaluation of the Respondent's Proposal will be performed and evaluated in accordance with the functionality criteria listed in the table below. **Table 6: Evaluation criteria**

Criterion	Description	Evaluation values
Technical Offering	Economic Data sets	SARS aims to establish the depth of experience and service that the Respondent offers to SARS in terms of Economic Data sets.
Technical Offering	Due Diligence solution	SARS aims to establish the depth of experience and service that the Respondent offers to SARS in terms of Due Diligence solutions.
Capability	Capability	SARS aims to establish the capability that the Respondent offers to SARS in terms of sourcing and appointing a service provider.

If, during the evaluation of functionality, an aspect of the Respondent's Proposal is found to render the solution unacceptable to SARS, then the Respondent's Proposal will be rejected and not evaluated further.

The purpose of this evaluation is to enable the "Evaluation Committee" to determine the most appropriate sourcing strategy to appoint a Service Provider (SP).

10.4 Process Following Evaluation

10.4.1 Following SARS's evaluation of the Proposals, SARS has the right, *inter alia*, to, in its sole discretion:

10.4.1.1 consider the business case for the issue of a tender based on the Proposals received and SARS's requirements;

10.4.1.2 conduct a risk assessment of a Respondent's capability to: (i) conduct the transition; (ii) perform the Services in accordance with the specified service levels; and/or (ii) achieve SARS's objective(s) as set out in paragraph 6.2 above; and/or

10.4.1.3 take any other action it deems appropriate.

10.4.2 SARS reserves the right to revise the evaluation to a Respondent in respect of all or any of the criteria at any time in the event that further information is obtained by SARS (including but not limited to information under sub-paragraphs 10.3.1.1 to 0 above), which in SARS's opinion justifies such revision.

10.4.3 SARS reserves its rights, in full, not to issue a tender after evaluation of the Proposals

11 GENERAL CONDITIONS OF TENDER

11.1 Acceptance of RFI Conditions

The Respondent's participation in the RFI process (including but not limited to, directing questions to SARS as referred to in paragraph 9.2 above or submitting a Proposal) is deemed to constitute an acknowledgement and an acceptance by the Respondent of the terms and conditions contained in this RFI as binding on the Respondent.

11.2 Reservation of Rights

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

- 11.2.1 Not issue a tender for these services upon evaluation of this RFI
- 11.2.2 make no award for Services making up a part of the scope;
- 11.2.3 withdraw, suspend or cancel this RFI or the RFI process at any time;
- 11.2.4 change any of its requirements as set out in this RFI by notice on the SARS procurement website;
- 11.2.5 change any condition, procedure or rule of the RFI by notice on the SARS procurement website;
- 11.2.6 supplement any information contained in this RFI by notice on the SARS procurement website;
- 11.2.7 amend, vary, or supplement any of the information, terms or requirements contained in this RFI, by notice on the SARS procurement website;
- 11.2.8 amend, vary, or supplement requirements to be delivered pursuant to this RFI as well as the structure of the RFI process by notice on the SARS procurement website;
- 11.2.9 re-advertise for Proposals;
- 11.2.10 provide further information in respect of, and modify the provisions of, this RFI at any time prior to the Closing Date and Time by notice on the SARS procurement website;
- 11.2.11 conduct site visits and/or perform audits on any Respondent whenever SARS deems it prudent to do so;
- 11.2.12 undertake further checks on Respondents, which may include information on public record or in the public domain;
- 11.2.13 take into account the Respondent's and/or the Respondent's Subcontractors' service history of the Respondent, should services and/or goods previously have been rendered and/or delivered to SARS by the Respondent or its Subcontractors. SARS reserves the right not to evaluate the Proposal to a Respondent whose track record or the track record of its Subcontractors with SARS is unsatisfactory. In

such an event the Respondent will be informed accordingly and afforded an opportunity to be heard;

- 11.2.14 no longer consider a Respondent's Proposal where adverse information about the Respondent or its Proposal submission has come to the attention of SARS, provided that such Respondent is informed accordingly and invited to comment; and/or

11.3 Validity of Information

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

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

The Respondent must submit questions to SARS as part of the question and answer process to gain a full understanding of any aspect of the RFI that is not clear to the Respondent.

11.4 RFI not an Offer

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

Nothing in this RFI 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 Respondent.

11.5 Preparation Costs

The Respondent will bear all its costs in preparing, submitting and presenting any response or Proposal to this RFI and all other costs incurred by it throughout the RFI process. Furthermore, no statement in this RFI 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 Respondent in the preparation of their Proposal to this RFI.

11.6 Conflict of Interest

If at any time the Respondent identifies an actual or potential conflict of interest, the Respondent must immediately notify SARS in writing. SARS reserves the right to

exclude the Proposal submitted by such Respondent from further consideration, unless the Respondent is able to resolve such conflict to SARS's satisfaction.

11.7 Indemnity

If a Respondent breaches any condition of this RFI and, as a result of that breach, SARS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFI process and enforcement of intellectual property rights or confidentiality obligations), then the Respondent indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer. The Respondent's attention is drawn to paragraph 11.2 above.

11.8 Precedence

The terms and conditions of this *RFI Main Document* will prevail over any information provided during any briefing session or communication whether oral or written, unless such information is provided in an official communication, as set out in paragraph 5, in writing, and that such communication expressly states that it amends this *RFI Main Document*.

11.9 Responsibility for Subcontractors and Respondent's Personnel

A Respondent is responsible for ensuring that its Subcontractors, personnel (including officers, directors, employees, advisors and other representatives of the Respondent) and personnel of its Subcontractors comply with all terms and conditions of this RFI and in particular the provisions of paragraph 11.10 below.

11.10 Confidentiality

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

Throughout this RFI process and thereafter, the Respondents 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 RFI relates; or (ii) the process which follows this RFI. Failure to adhere to this requirement may result in disqualification from the RFI process and such legal action as SARS may deem suitable.

No confidential information relating to the process of evaluating or adjudicating Proposals or appointment of a Respondent will be disclosed to a Respondent or any other person not officially involved with such process.

11.11 Communication with SARS

The Respondent may not make any communication to SARS regarding this RFI other than through the official contact provided in paragraph 5 above. SARS may, at its sole discretion, disqualify the Respondent if the Respondent communicates or attempts to communicate any information regarding this RFI to any of SARS's employees; officials; or any third parties engaged by SARS involved in the preparation, evaluation or award of the RFI other than through the official contact provided in paragraph 5 above.

11.12 Intellectual Property

SARS retains ownership of all intellectual property rights in the documents that form part of this RFI. The Respondents will retain the intellectual property rights in their Proposals, but grant SARS the right to make copies of, alter, modify or adapt their Proposals or to do anything which in SARS sole discretion is reasonably necessary to do for reasons relating to the RFI process.

No part of the RFI may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Proposal. This RFI 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.

11.13 Limitation of Liability

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

11.14 Governing Law

South African law governs this RFI and the RFI response process. The Respondent 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 RFI, the RFI itself and all processes associated with the RFI.

12 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFI

This paragraph details the instructions to the Respondents for preparing a Proposal in response to RFI 02-2016. These instructions must be followed in detail to enable the information contained in the Respondent's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, SARS reserves the right to reject the entire Proposal or portions of the Proposal depending on the extent of the deviation from the format described in this *RFI Main Document*. Information that has not been requested must not be submitted in the Respondent's Proposal.

12.1 Proposal Format

- 12.1.1 The Respondent's Proposal contents are detailed in paragraph 12.2 below.
- 12.1.2 The Respondent's Proposal will consist of a number of Files, where a File consists of an original hardcopy file and a CD/DVD. The CD/DVD must be the electronic copy of the original hardcopy file. Where reference is made to a "hardcopy file" this means an A4 ring bound file. Where reference is made to a "CD/DVD" this means either a CD/DVD or a Digital Versatile Disc (DVD) and does not include a memory stick.
- 12.1.3 The Respondent's hardcopies must be printed single-sided.
- 12.1.4 A File must be wrapped and sealed in brown paper and must be labelled with the same text as the hardcopy file and CD.

12.2 Organisation and Contents of a Proposal

12.2.1 Non-Pricing File

The Respondent must submit a Non-Pricing File which contains all elements of the Respondent's Proposal. This file must contain the following sections, each divided by a file divider in the hardcopy file and each section must be placed in separate directories on the CD/DVD electronic copy.

Table 9: Non-Pricing file organisation and contents

Non-Pricing File		
Label (on both file cover and CD/DVD)		RFI 02/2016 <Respondent Name> Non-Pricing File
No.	File divider / Directory name	Content required
1	Covering Letter	A letter from the Respondent confirming the submission of the Proposal which is signed by an authorised signatory of the Respondent. No template is provided – this is to be submitted in free format and must be submitted on the Respondent's letterhead. PDF format in electronic copy.
2	Confidentiality and Secrecy Undertaking	Signed <u>Confidentiality and secrecy Undertaking</u> . The original signed document must be included in the hardcopy file. In the electronic copy the original signed document must be scanned and submitted in PDF format.

3	SARS Oath / Affirmation of secrecy	<p><u>SARS Oath / Affirmation of Secrecy</u> signed by every member of the Respondent's bid team and attested to by a Commissioner of Oaths.</p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed documents must be scanned and submitted in PDF format.</p>
4	Board Resolution	<p>Signed Board resolution authorising the Respondent's signatory.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
5	SBD4	<p>Completed Standard Bidding Document.</p> <p><u>Declaration of Interest (SBD 4)</u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
6	Checklist	<p>Completed template:</p> <p><u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the hardcopy file.</p> <p>A scanned copy of the signed checklist must be submitted in PDF format.</p>
7	Technical Response Template	<p>Completed template:</p> <p><u>Technical Response Template</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>

12.2.2 Pricing/B-BBEE File

Not Applicable to this RFI

12.3 Template Specific Instructions

12.3.1 Technical Response Template

The Respondent must complete and submit Technical Response Template.

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

The completed template must be included in the Non-Pricing File.

12.3.2 Proposal Checklist

The Respondent must complete, and a duly authorised representative must sign, the checklist *Proposal Checklist*.

The completed template must be included in the Non-Pricing File