

REQUEST FOR PROPOSAL

RFP 29/2014

APPOINTMENT OF APPROVED SERVICE PROVIDER/S FOR THE PROVISION OF SPACE FOR SARS REGIONALLY

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Summary, Guidelines, Conditions and Instructions

The South African Revenue Service (“**SARS**”) invites certain qualified persons (“**Bidders**”) to submit tenders and proposals (“**Tenders**”) in accordance with the rules set out in this RFP for the provision of space including but not limited to office space, warehouse, vacant land, residential (especially in ports of entries) and parking to accommodate SARS for the duration of 3 years, with an option to renew for two periods of 12 months.

1.1 Structure

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

Section	Description of section contents
1	Documents outlining the RFP background, conditions, instructions and documents necessary for the Bidder to register.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be read and to be returned as part of the Bidder's Tender response.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Tender response.
4	The proposed agreement under which SARS wishes to contract the services.
5	Response templates. Templates that are required to form part of the Bidder's Tender response.
6	SARS office National foot print

2 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time
1.	RFP is published	27 February 2015
2.	RFP issued	03 March 2015

3.	Bidders to submit written questions	16 – 20 March 2015
5.	Tenders due (the “ Closing Date ”)	31 March 2015

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

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

3 SARS’S REQUIREMENTS

3.1 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. In order to do so, SARS requires new and additional office / warehouse space on a continuous basis.

3.2 Overview of SARS’s Requirements

Details of the required services are contained in the Technical Bid Specification document.

4 SARS’S APPROACH TO THIS RFP

4.1 Objectives

SARS’s primary objective in issuing this RFP is to conclude one or more service agreements for the potential provision of office/warehouse space to SARS, with successful Bidders that will achieve the following:

4.1.1 best value for money;

- 4.1.2 Effective and efficient service;
- 4.1.3 the sustainable supply of Services;
- 4.1.4 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs related to the scope.
- 4.1.5 provide SARS with the Services that are consistent and reliable and will maintain a high level of user satisfaction in line with the Service Levels;
- 4.1.6 achieve significant cost savings for SARS without any degradation in the quality of the Services;
- 4.1.7 appropriately contain SARS's risk, including with respect to (i) sustained service delivery; (ii) cost containment; and (iii) SARS's ability to handover the services to a third party service provider at termination or expiration of these contract;
- 4.1.8 procure the Services under a flexible and scalable arrangement which reflects SARS's changing needs from time to time during the Term;
- 4.1.9 responsiveness to changes in the industry that are cost effective and competitive in relation to the South African market;
- 4.1.10 procure the Services that: (i) are commensurate with SARS's actual consumption, (ii) are predictable and controllable, (iii) decline over the Term, and (iv) are at or below the South African market throughout the Term;
- 4.1.11 establish a successful contractual relationship between the parties that is flexible and highly responsive to SARS's changing requirements during the Term;
- 4.1.12 provide SARS with expertise including that which is required to identify, analyse, recommend, provide and implement, amongst other things, new products and improved quality of service and products;
- 4.1.13 provide SARS with services that remain competitive during the Term; and
- 4.1.14 provide opportunities to small and medium-sized businesses which are compliant with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), its regulations and practice codes.

5 BIDDING QUALIFICATION

5.1 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 procurement processes be:

- 5.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 5.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read together with the Preferential Procurement Regulations, 2011; and
- 5.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

In furtherance of this evaluation methodology, the following bidding qualifications set out further in this paragraph 5 will apply.

5.2 Bidding Qualification

- 5.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 5.2.1.1 to 5.2.1.4 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 5.2.1.1 to 5.2.1.4 then such Bidder's Tender will be rejected without any further consideration, at SARS's sole discretion.
 - 5.2.1.1 SARS is only interested in organisations that take direct accountability for service delivery. To avoid any potential issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, SARS will not consider Tenders submitted by a consortium or a special purpose vehicle constituted only for the purpose of responding to this RFP.
 - 5.2.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
 - 5.2.1.3 The Bidder must be fully tax compliant and must submit a valid and original Tax Clearance Certificate as part of its Tender. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and a failure to do so will be a material breach of the Agreement.
 - 5.2.1.4 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety

regulations and environmental laws.

5.2.2 Subject to sub-paragraph 5.2.3 below, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

- 5.2.2.1 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;
- 5.2.2.2 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;
- 5.2.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 5.2.2.4 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;
- 5.2.2.5 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;
- 5.2.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 5.2.2.7 has in the past engaged in any matter referred to in sub-paragraphs 5.2.2.1 to 5.2.2.6 foregoing; or
- 5.2.2.8 has been found guilty in a court of law on charges of fraud and/or forgery,

regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

- 5.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 5.2.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 5.2.2.7 foregoing may, prior to submitting a Tender, approach SARS in writing for an exemption as foresaid, in which event:
- 5.2.3.1 the Bidder is required to provide SARS with full information to enable SARS to consider such application for exemption; and
 - 5.2.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS's discretion.
- 5.2.4 By submitting a Tender the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 5.2.1 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 5.2.3 foregoing.
- 5.2.5 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 5.2.6 SARS may disqualify a Bidder:
- 5.2.6.1 whose Tender contains an negligent misrepresentation which is materially incorrect or misleading;
 - 5.2.6.2 in respect of whom any of the members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than through shares listed on a recognised stock exchange), directors or members of senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any one or more such persons;
 - 5.2.6.3 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;

- 5.2.6.4 who had access to any of SARS's proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders;
- 5.2.6.5 who materially fails to comply with any conditions or requirements of this RFP;
- 5.2.6.6 who in SARS's opinion has either materially failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS or who has performed unsatisfactorily under any such agreement; or
- 5.2.6.7 who fails to respond as required to written notices given by SARS in connection with its Tender under this RFP.

6 BID SUBMISSION

- 6.1.1 Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and before the closing time at the Tender Submission Office situated at:

Sars Procurement Centre

Brooklyn Bridge

Linton House - Ground Floor

570 Fehrsen Street

Brooklyn, Pretoria
- 6.1.2 Bid documents may either be posted to The Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address
- 6.1.3 Tender documents will only be considered if received by the Tender Office on / before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.
- 6.1.4 Late tenders will not be accepted and shall be returned to bidders, after being recorded by the Tender Office as such.
- 6.1.5 In this RFP document the terms "shall" and "must" indicate a mandatory requirement. Bidder compliance with mandatory requirements are essential.

Failure to comply with such requirements can lead to the disqualification of a Bidder. The terms “should” or “may” indicate desirable or advisory requirements. Bidder compliance with such terms may lead to an increase in a Bidder’s technical score.

6.1.6 All tenders and supporting documentation must be submitted in English.

6.1.7 All costs incurred during the preparation and compilation of a Bidder’s proposal, as well as the delivery of a Bidder’s tender documents to SARS will be borne exclusively by the Bidder.

6.2 TENDER COMPLIANCE

6.2.1 The Bidder’s attention is drawn to the following documents which are required as part of a Bidder’s Tender and which, if omitted, may at SARS’s sole discretion result in that Tender being disqualified:

TABLE 1

	Name of the document that must be submitted	Non-submission may result in disqualification?
1	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
2	Tax Clearance Certificate – SBD 2	YES – Please submit a valid and original copy of the certificate.
3	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.
4	Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8	YES - Please complete and sign the supplied pro forma document.
5	Certificate of Independent Bid Determination – SBD 9	YES - Please complete and sign the supplied pro forma document
6	SARS’ s Oath of Secrecy	YES – Please complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
7	Office space should comprise a minimum of 1800m ² or more Gross Lettable Area (GLA).	YES – Please indicate the square meters of your proposal

8	Company registration document	YES – please provide registration document
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MANDATORY REQUIREMENTS (a negative response and/or incomplete mandatory requirement/s above may result in disqualification)

7 EVALUATION AND SELECTION

7.1 Process after Closing Date

After the Closing Date in paragraph 2:

- 7.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Tender, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose;
- 7.1.2 SARS may conduct a due diligence investigation on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and/or production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the Bidder's Tender any further;
- 7.1.3 no material amendment/s may be made to a Tender, unless specifically permitted or requested by SARS;
- 7.1.4 SARS may shortlist Bidders and may request presentations from such short-listed Bidders. All costs relating to the preparation of such presentations will be borne by the Bidders;
- 7.1.5 SARS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective Tenders;
- 7.1.6 SARS will evaluate the Tenders with reference to SARS's Evaluation Criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

7.2 SARS's Pre-qualification Criteria – Gate 0

- 7.2.1.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Tender for evaluation. In this regard a

pre-evaluation verification will be carried out by SARS in order to determine whether a Tender complies with the provisions of paragraphs 5.2 and 6.2:

7.2.1.2 Where there is a failure to comply fully with any of the pre-qualification criteria, or SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:

7.2.1.2.1 reject the Tender in question and not to evaluate it at all;

7.2.1.2.2 give the Bidder an opportunity to supplement the information and/or documentation provided by it under its Tender so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days and is purely administrative in nature;

7.2.1.2.3 in any event permit the Tender to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the tender.

7.3 SARS's Technical Evaluation Criteria – Gate 1

Only bidders that have met the pre-qualification criteria in (gate 0) will be evaluated in gate 1 for technical adjudication criteria. Bidder's Proposal will be evaluated for functionality out of a possible 100 (one hundred) points. Only acceptable Proposals per region that score a number of points for functionality that is greater than or equal to 60 points (sixty) will be selected to the next stage.

Notwithstanding the above, and in the event that no Proposals per region achieve the functionality qualifying point, SARS at its sole discretion, may consider the highest scoring Proposal per region and/or Proposals scoring higher than 90% (ninety percent) of the score of the highest scoring Proposal in the region for selection to the next stage.

No	Technical Measure	Weight
1.	Capacity to deliver	10
1.1	Completed the Response Template (Section 5) in Full	
1.2	<p>Landlords to provided one of the following:</p> <ul style="list-style-type: none"> Title Deeds or proof of ownership for each property owned by them. <p>Property Brokers must submitted the following:</p> <ul style="list-style-type: none"> Valid Sole/Open Mandates from Landlords Mandates for residential property portfolio. Mandates for commercial property portfolio. 	
1.3	Registered as an Estate Agent with Board or Submitted certified copies of professional bodies registration or from other association	
2.	Experience and Resources	50
2.1	<ul style="list-style-type: none"> Have at least one full time employee. Indicate number of years of experience in the Real Estate or property Industry Indicate number of years of experience in the Facilities Management 	
3.	Company profile	10
3.1	<p>Provided detailed Company profile with full address(es)</p> <ul style="list-style-type: none"> Submitted an Organisational Company Structure indicating roles and responsibilities Attached company registration indicating ownership and shareholding Indicated any other related business interest 	
4.	Reference	30
4.1	Provided at lease three (3) current or most recent customers with similar needs and organisational structures. The information provided include: customer/company name, contact person, address, phone number, contract value, duration of contract, and a brief description of the services provided	
TOTAL		100

ACCEPTANCE OF RFP CONDITIONS

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

7.4 Reservation of rights

SARS reserves the right in its discretion to:

- 7.4.1 SARS reserves the right not to make an award, or to award some or all of the components of the requested services to one or more responsive bids.
- 7.4.2 SARS reserves the right to make partial award in respond to the priority list
- 7.4.3 withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons;
- 7.4.4 not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;
- 7.4.5 change any of its requirements as set out in this RFP by giving Bidders reasonable notice;
- 7.4.6 change any condition, procedure or rule of the RFP by giving Bidders reasonable notice;
- 7.4.7 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;
- 7.4.8 re-advertise for Tenders;
- 7.4.9 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders;
- 7.4.10 conduct site visits and/or perform audits whenever SARS deems it prudent to do so;
- 7.4.11 undertake further checks on Bidders, which may include information on public record or in the public domain, information contained in internal SARS records or information received from other government institutions;
- 7.4.12 no longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;

- 7.4.13 to award a Tender based on which Bidder is offering the best value for money, even if such Tender is not the lowest priced tender;
- 7.4.14 to make the award subject to the successful Bidder entering into a duly signed contract with SARS;
- 7.4.15 SARS further reserves the right during the term of this contract, if necessary, to appoint an outside approved service provide for purposes of rendering the services to SARS, subject to the necessary procurement processes being followed.

7.5 Panel Conditions

- 7.5.1 SARS will review the panel at least annually, however it is the responsibility of the service provider/s to update their information and portfolio as and when the details changes;
- 7.5.2 Panel to be in place for a minimum 3 years with an option to renew for two periods of 12 months;
- 7.5.3 Individual contract term will be flexible and in line with the Public works property strategy (refer to Annex B);
- 7.5.4 SARS prefers to contract directly with the Owner of the space; and
- 7.5.5 Quotation for space requirements will be obtained from the panel as and when required by SARS.

7.6 Validity of information

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

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

SARS current service provider/s rendering services to SARS must apply to be appointed to the panel.

7.7 Timeline of the bid Process

This RFP bidding process is valid for a period of one hundred and eighty (180) business days from the closing date. Consequently, Bidders undertake to submit quantitated prices that are valid for a period of one hundred and eighty (180) business days from the closing date.

7.8 RFP not an offer

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

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

7.9 Preparation Costs

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

7.10 Conflict of Interest

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

7.11 Indemnity

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

7.12 Precedence

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

7.13 Responsibility for sub-contractors and Bidder's personnel

A Bidder is responsible for ensuring that its sub-contractors (if any), personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its sub-contractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 7.14 below. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such sub-contractors,

7.14 Confidentiality

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

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

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

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

7.15 Intellectual Property

SARS retains ownership of all Intellectual Property Rights in the tender information documents that form part of this RFP. Bidders will retain the Intellectual Property Rights

in their tender responses, but grant SARS the right to make copies of, alter, modify or adapt their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

7.16 Limitation of Liability

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

7.17 Tax Compliance

No tender shall be awarded to a Bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SARS. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

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

7.18 Governing Law

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

8 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 8 details the instructions to Bidders for preparing a Tender response to RFP RFP 29 / 2014. These instructions must be followed in detail to ensure that the information contained in the Bidder's Tender is correct, complete and well structured. All Tenders must comply with the requirements and instructions as set out in the RFP.

Bidders must ensure that information and documentation supplied can be easily understood and thus, evaluated in a fair and consistent manner. Should a Tender be received that is not in the correct format, SARS reserves the right to reject the entire Tender or portions of the Tender depending on the extent of the deviation from the format described in this document. Information that has not been requested must not be submitted in the Bidder's Tender.

Broad Based Black Economic Empowerment (BBBEE) will not be evaluated for the establishment of panel of service providers but not limited to office space and warehouse. However, service provider(s) are encouraged to submit this information which will be used internally to gain a better understanding of the current market of professional services for construction and related industries.

8.1 Organisation of a Tender response

8.1.1 Irrespective of whether the Bidder is responding to portions of the Tender, or the Tender as a whole, the Bidder will be required to submit the following:

FILE 1	Section 1	<ul style="list-style-type: none">• Pre-qualification documents (SBD documents)
	Section 2	<ul style="list-style-type: none">• Technical Responses• Supporting documents for technical responses• Proof of property ownership• Proof of mandate
	Section 3	<ul style="list-style-type: none">• Company profile• Supplementary information• References/testimonials•
	Section 4	<ul style="list-style-type: none">• BBBEE Certificate