

REQUEST FOR INFORMATION

SARS RFI 04/2021

A REQUEST FOR INFORMATION FOR THE COMPLIANCE MANAGEMENT SOLUTION AT SARS

RFI MAIN DOCUMENT

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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RFI Main Document

Summary, Guidelines, Instructions and Conditions

1 PREAMBLE

The South African Revenue Service (“**SARS**”) invites interested persons (“**Respondents**”) to submit Information Proposal in accordance with the rules set out in this RFI for:

- Compliance Management Solution.

2 INTERPRETATION AND DEFINITIONS

2.1 Interpretation

- 2.1.1 This RFI is a solicitation sent to a broad base of potential suppliers for purposes of conditioning and of gathering information, and **not** to make a selection or an award. The information collected in this fashion will not be used to lead to sourcing from one supplier only *nor* will it be used to write the ultimate specification in a manner that would suite just one specific supplier.
- 2.1.2 This RFI is merely focused market research and **not a competitive bid** and **cannot** be used for placing a contract or purchase order and does not constitute a commitment.
- 2.1.3 SARS is gathering information on what products are available in the market, what specifications the products have, the availability of the products in the market place, and the possible rates / indicative pricing and timing of delivery of such products, for the deployment of a Compliance Management solution at SARS.
- 2.1.4 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.
- 2.1.5 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.

- 2.1.6 In the event that a capitalised word or expression has not been defined as per paragraphs 2.1.1 or 2.1.5
- 2.1.6.1 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
- 2.1.6.2 if the word or expression is not technical in nature, then it will have its generally understood meaning.
- 2.1.7 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).
- 2.1.8 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.
- 2.1.9 In this document, a reference to:
- 2.1.9.1 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;
- 2.1.9.2 the singular includes the plural and *vice versa*, unless the context otherwise requires; and
- 2.1.9.3 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 an interested person who submits Information 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 Table 4 below.
Information Proposal	means a response submitted by a Respondent to this RFI.
OEM	Original Equipment Manufacturer
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.

3 STRUCTURE OF THE RFI PACK

3.1 Structure

This RFI Pack is organised into **2 (two) 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 guidelines.
2	Documents outlining the business requirements, technical requirements and other information required by the Respondent to submit the Information Proposal.

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

SARS RFI 04-2021 <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 04-2021 1-1 Summary, Guidelines, Instructions and Conditions
2	Business Requirements	SARS RFI 04-2021 2-1 Business Requirements

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 on e-Tender	26 November 2021	
2.	RFI issued on SARS website	26 November 2021	
3.	Respondent to submit written questions	29 November 2021	09 December 2021
4.	SARS posts answers to Respondent's questions on the SARS website	30 November 2021	10 December 2021
5.	Information Proposal due (the " Closing Date and Time ")	-	13 December 2021 at 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

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 the following:

- 6.2.1 Identify a compliance management solution that can be deployed at SARS.

6.3 SARS's Requirements

- 6.3.1 Details of the required information are contained in the Business Requirements document.
- 6.3.2 This RFI is a solicitation sent to a broad base of potential suppliers for purposes of conditioning and of gathering information, and **not** to make a selection or an award. The information collected in this fashion will not be used to lead to sourcing from one supplier only nor will it be used to write the ultimate specification in a manner that would suit just one specific supplier.
- 6.3.3 This RFI is merely focused **market research** and **not a competitive bid** and cannot be used for placing a contract or purchase order and does not constitute a commitment.
- 6.3.4 SARS is gathering information on what products are available in the market, what specifications the products have, the availability of the products in the market place, and the possible rates / indicative pricing and timing of delivery of such products, for the deployment of a modernised technical security solution at SARS.
- 6.3.5 SARS requires the Respondent to provide information on:
 - 6.3.5.1 What products/solutions are available in the market;
 - 6.3.5.2 The specifications the products/solutions have;
 - 6.3.5.3 The availability of the products and/or systems in the market, and the timing of delivery and/or implementation;
 - 6.3.5.4 provide indicative pricing and/or possible rates of the products, systems and solutions.

6.4 Proposed Agreement

- 6.4.1 No award will be made to a Respondent(s) under this RFI
- 6.4.2 It is not a condition of this RFI, that SARS and such Respondent(s) conclude a written agreement

7 RESPONSE PREPARATION AND SUBMISSION

7.1 Question and Answer Process

- 7.1.1 Between the dates given in item 4 of Table 4: Key Dates and Activities above, SARS will receive questions sent by Respondent by email to the address tenderoffice@sars.gov.za. SARS will respond to these questions, provided that SARS will not be obliged to respond to a question should it choose not to do so. 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 be published on the SARS procurement website at <http://www.sars.gov.za/procurement>.
- 7.1.2 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.
- 7.1.3 Depending on SARS's assessment of the nature and extent of Respondent's questions during the question and answer process, SARS may schedule compulsory or optional briefing sessions.
- 7.1.4 The SARS's procurement website must be treated as primary means of communication by SARS to Respondent. Communications to Respondent made by email are made as a courtesy. In the event of any communication received by the Respondent that is in conflict with communications posted on the SARS procurement website, the SARS procurement website communication will prevail.

7.2 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 Respondent to gain an understanding of the RFI specification.

7.3 INFORMATION PROPOSAL SUBMISSION

- 7.3.1 Information Proposal must be properly received and deposited in the below mentioned tender box on or before the Closing Date and before the Closing Time in the Tender Office tender box situated at the main entrance of the SARS Procurement centre:

**SARS Procurement Department
SARS Tender Box,
299 Bronkhorst Street
Nieuw Muckleneuk,
Pretoria,
0181**

- 7.3.2 Documents may either be posted to The Tender Office - SARS Procurement Department, SARS Tender Box, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address

- 7.3.3 Documents will only be considered if received by the Tender Office before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.
- 7.3.4 Information Proposal submitted after the Closing Date and Time set out in the Table 4: Key Dates and Activities above will not be considered under any circumstances whatsoever.
- 7.3.5 All Information Proposal documents must be submitted in original, hard copy format as well as in electronic form on a USB flash drive, in the document formats specified in paragraph 10.1 below.
- 7.3.6 All Information Proposal and supporting documentation must be submitted in English.
- 7.3.7 SARS reserves the right to retain the Respondent's Information Proposal for audit purposes. SARS will return the Respondent's Information 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 Information Proposal for record purposes.
- 7.3.8 All costs incurred during the preparation and compilation of a Respondent's Information Proposal, as well as the delivery of a Respondent's Information Proposal documents to SARS will be borne exclusively by the Respondent.

8 EVALUATION AND SELECTION

8.1 Process after the Closing Date and Time

After the Closing Date and Time:

- 8.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Respondent's Information 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 Respondent to make any amendments to or supplement their Information Proposal submissions after the stipulated Closing Date and Time;
- 8.1.2 SARS will evaluate the Information Proposal with reference to the business requirements SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

8.2 Process Following Evaluation

- 8.2.1 Following SARS's evaluation of the Information Proposal, SARS has the rights, *inter alia*, to, in its sole discretion:
 - 8.2.1.1 May consider the Information for the preparing of a Tender or Request for Proposal, based on the Information Proposal received.

9 GENERAL CONDITIONS OF TENDER

9.1 Acceptance of RFI Conditions

The Respondent's participation in the RFI process 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.

9.2 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 Information 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.

9.3 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.

9.4 Preparation Costs

The Respondent will bear all its costs in preparing, submitting and presenting any response or Information 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 Information Proposal to this RFI.

9.5 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 Information 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 an Information Proposal.

Throughout this RFI process and thereafter, the Respondent 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 Information Proposal will be disclosed to a Respondent or any other person not officially involved with such process.

9.6 Communication with SARS

The Respondent may not make any communication to SARS regarding this RFI other than through the official contact provided in paragraph 6 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.

9.7 Intellectual Property

SARS retains ownership of all intellectual property rights in the documents that form part of this RFI. The Respondent will retain the intellectual property rights in their Information Proposal, but grant SARS the right to make copies of, alter, modify or adapt their Information Proposal 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 an Information 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.

9.8 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.

10 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFI

This paragraph details the instructions to the Respondent for preparing an Information Proposal in response to this RFI. These instructions must be followed in detail to enable the information contained in the Respondent's Information Proposal to be read, understood and evaluated in a common and consistent layout.

10.1 Information Proposal Format

- 10.1.1 The Respondent's Information Proposal will consist of a File, where a File consists of an original hardcopy file and a USB. The USB 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.
- 10.1.2 The Respondent's hardcopy must be printed single-sided.