

# **REQUEST FOR PROPOSAL**

**SARS RFP 46/2018**

**BULK PRINTING (PRE-PRINTED FORMS SERVICE &  
SYSTEM GENERATED FORMS)**

**RFP MAIN DOCUMENT**

**SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS**

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## SARS RFP 46/2018

### Summary, Guidelines, Instructions and Conditions

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

- Bulk Printing (Pre-Printed forms service & System Generated forms).

## 1 SUMMARY OF THE SCOPE

The South African Revenue Service invites suitably qualified service providers to submit proposals in accordance with the rules set out in this Request for Proposal for the supply of the following areas of scope on a non-exclusive basis and as defined in more detail in the Business Requirements Specification (BRS) and other documents forming part of this RFP.

Proposal may be submitted by a Bidder for one (1) or more of the two (2) Towers. Where a Bidder submits a Tender for more than one Tower, the Bidder may include a discount which is conditional upon the award of more than one Tower to that Bidder. In such event the Bidder is required to be precise in the terms of such condition as any ambiguity will be interpreted in favour of SARS.

### 1.1 Pre-Printed forms (Tower 1)

- 1.1.1 The business requirements for the Pre-Printed Forms service can be grouped into the following areas: the development of forms; control and management of the Forms library; the printing of static forms; the holding of certain stock levels by the Service Provider; the dispatch of the Forms on order by a SARS to any of the SARS offices including Border posts; and the service management requirements regarding the Pre-Printed Forms service including requirements for reporting, account management and service level management.

#### 1.1.2 Categories of Pre-printed forms

Category	Description
Category 1	<b>SARS Corporate Stationary</b>
Category 2	<b>Books</b>
Category 3	<b>Loose Forms</b>
Category 4	<b>Files</b>
Category 5	<b>Special Printed Forms Requirements</b>
Category 6	<b>Special Ad Hoc Requirements</b>

### 1.2 System Generated Forms (Tower 2)

- 1.2.1 System Generated Forms are printed output that is processed (folded, collated, and sorted) optionally together with inserts (e.g. booklets, newsletters) and inserted into mailing

envelopes. In order to print the System Generated Forms, data (taxpayer specific data) is merged with predefined layout and background overlays to produce the final printed output. SARS currently employs several processes, formats and methods of data transmission to produce different types of System Generated Forms.

## 2 DEFINITIONS

### 2.1 Definitions (Glossary table)

Bidder	is a prospective Service Provider who submits a Proposal for this RFP.
Briefing Session	means meeting to be held with prospective Bidders, the details of which are set out in paragraph 9.1.
B-BBEE	means Broad-Based Black Economic Empowerment
CSD	Central Supplier Database
Closing Date	means the date set forth in the table of dates in paragraph 4.
Proposal	is a response submitted by a Bidder to this RFP.
RFP	means this Request for Proposal, including all documents in the RFP Pack.
RFP Pack	means the collection of documents making up this RFP as listed in paragraph 3.2.
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 set out in paragraph 3.2.
Service Provider	is a Bidder who is awarded within this RFP and with whom SARS has entered into a Bulk Printing (Pre-Printed Forms and System Generated Forms) Agreement.
Services	include the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of the Bulk Printing (Pre-Printed Forms and System Generated Forms) Agreement entered into with the Service Provider.
Term	means the term of the Bulk Printing (Pre-Printed Forms and System Generated Forms) Agreement which the Service Provider and SARS will enter into as set out in paragraph 6.8.2

### 3 STRUCTURE OF THE RFP PACK

#### 3.1 Structure

This RFP Pack is organised in 5 (five) 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 a Bidder attend the compulsory Briefing Session.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be completed in full and to be returned as part of the Bidder's Proposal.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Proposal.
4	The proposed agreement under which SARS wishes to procure the Services.
5	Response templates. Templates that are required to be completed and returned as part of a Bidder's Proposal.

Each document in the RFP pack is identified by the following naming convention

**SARS RFP 46-2018 <s>-<n> <document name>**

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

#### 3.2 RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 46-2018 1-1 Bulk Printing Summary Guidelines Instructions and Conditions
2	Invitation to Bid (SBD1)	SARS RFP 46-2018 2-1 Invitation to Bid (SBD 1)
	Declaration of Interest (SBD 4)	SARS RFP 46-2018 2-2 Declaration of Interest (SBD 4)
	Preference Points Claim Form (SBD 6.1)	SARS RFP 46-2018 2-3 Preference Points Claim Form (SBD 6.1)
	Declaration of Past SCM Practices (SBD 8)	SARS RFP 46-2018 2-4 Declaration of Past SCM Practices (SBD 8)
	Certificate of Independent Bid Determination (SBD 9)	SARS RFP 46-2018 2-5 Certificate of Independent Bid Determination (SBD 9)
	Supplier Cost and Risk Assessment Questionnaire	SARS RFP 46-2018 2-6 Supplier Cost and Risk Assessment Questionnaire
	SARS Oath / Affirmation of Secrecy	SARS RFP 46-2018 2-7 SARS Oath – Affirmation of Secrecy
3	Business Requirements Specification	SARS RFP 46-2018 3-1 Pre-Printed Forms Business Requirements Specification SARS RFP 46-2018 3-2 System Generated Forms Business Requirements Specification
4	Bulk Printing Agreement	SARS RFP 46-2018 4-1 (Tower 1) Pre-Printed Forms Agreement
		SARS RFP 46-2018 4-2 (Tower 2) System Generated Forms Agreement
	Bulk Printing Service Levels Contract Response Template	SARS RFP 46-2018 4-3 Bulk Printing Service Levels SARS RFP 46-2018 4-4 Bulk Printing Contract Response Template
Section	Document name	Document filename
5	Pre-Tech Response Templates	SARS RFP 46-2018 5-1 (Tower 1) Pre-Tech Response Template
		SARS RFP 46-2018 5-2 (Tower 2)Pre-Tech Response Template

	Technical Response Templates	SARS RFP 46-2018 5-3 (Tower 1) Technical Response Template
		SARS RFP 46-2018 5-4 (Tower 2) Technical Response Template
	Pricing Response Templates	SARS RFP 46-2018 5-5 (Tower 1) Pricing Response Template
		SARS RFP 46-2018 5-6 (Tower 2) Pricing Response Template
	Proposal Checklist	SARS RFP 46-2018 5-7 Proposal Response Checklist

#### 4 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time	End Date/Time
1.	RFP is issued to Government Gazette	12 October 2018	12 November 2018 at 11:00
2.	RFP published to SARS and NT websites	12 October 2018	12 November 2018 at 11:00
3.	Compulsory Briefing Session	10:00 on 23 October 2018	23 October 2018 at 12:00
4.	Bidders to submit written questions	23 October 2018	07 November 2018
5.	SARS to respond to written questions	24 October 2018	31 October 2018
6.	Proposals due (the <b>"Closing Date"</b> )		12 November 2018 at 11:00

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' 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 will otherwise apply equally to the extended deadline.

#### 5 CONTACT PERSONS

All communication to SARS must be addressed to Tender Office:

- Name: Vuyokazi Ntshinga
- Email: [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za)
- Tel Number: (012) 647 9569

Communication sent by SARS regarding this tender will only be regarded as official communication if sent from [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za), or a communication accompanied by a letter of authorisation signed by the SARS Acting Group Executive: Procurement.

## **6 OVERVIEW OF SARS' AND ITS PRINT REQUIREMENTS**

### **6.1 Introduction**

SARS' 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' 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.

SARS's business operations are highly dependent upon a strategic printing process. Accordingly the printing process needs to be appropriately functional, reliable, efficient and cost effective. SARS has already implemented an electronic filing process which leverages the electronic delivery and submission of documents and which runs in parallel to the delivery and submission of hardcopy documents. The increase in the uptake of the electronic filing process will directly influence the future volume demand for the Pre-Printed Forms and System Generated Forms during the term of the proposed contract.

### **6.2 Overview of SARS's requirements**

While both Tower 1 and Tower 2 Business Requirements Specification contain a detailed description of the required services, the following is an overview of SARS's established processes and requirements in respect of both Pre-Printed Forms and System Generated Forms.

- 6.2.1 Pre-Printed Forms (Tower 1) are printed, processed and stored by a service provider at predetermined stock levels. The correct quantities of pre-printed forms must be delivered by the service provider to sites designated by SARS, including border posts, on order by SARS and within agreed delivery times. The successful Bidder must have the ability to handle any additional documents or envelopes or changes to the format of documents or envelopes. These documents may include (but are not limited to) booklets, file covers, pads, sheets, labels, books and face value books.
- 6.2.2 System Generated Forms (Tower 2) require the merging of information from SARS systems into the printing so as to result in individually unique forms. The forms will in certain instances be required to be printed in multiple colours and on both sides. The ability to deliver and receive electronic data is essential for the provision of services related to System Generated Forms. Electronic data transfer is deemed to be the basic method for the transfer of data from the SARS systems to the successful Bidder's server. The preferred method of transfer is by electronic messaging but SARS also has a secured area on its demilitarised zone (DMZ) for

data placement and retrieval. A full technical specification detailing the manner in which the Bidder plans to handle data transfer securely and confidentially must be submitted with a Tender as this forms an essential element of the technical solution. The System Generated Forms service includes the preparation of letters for postage and bundling and sorting in the most cost-effective way. The System Generated Forms service requires the printing of highly confidential documents and the successful Bidder will be expected to comply with stringent confidentiality and security requirements prescribed by SARS.

**6.2.3 SARS reserves the right to:**

- 6.2.3.1 request once-off printing of Pre-Printed Forms or System Generated Forms not specified in this RFP;
- 6.2.3.2 discontinue certain documents;
- 6.2.3.3 reduce the scope of any Tower;
- 6.2.3.4 adjust the scope of any of the Towers by excluding the printing of a form from one Tower and including it in another Tower;
- 6.2.3.5 include additional documents; and
- 6.2.3.6 require that the pricing of any new requirements be aligned with the pricing applicable to an existing form where such existing form is similar in structure and size.

**6.3 Current model of service provision**

SARS currently outsources all of the services within the scope of the Towers 1 and 2. The Incumbent Service Provider renders an end to end service from the receipt of SARS data to distribution of printed material and delivery of printed material to the South African Post Office for posting. The end to end service includes, where applicable:

- 6.3.1 data field matching;
- 6.3.2 data processing to optimise the printing operation to suit the high speed printing processes according to the methods described in (Business Requirements Specification - flat files, XML and MQ format);
- 6.3.3 tracking of work in progress and completed work by way of Optical Mark Reading (OMR);
- 6.3.4 packing of documents (according to various profiles) using mechanical inserters;
- 6.3.5 packaging and sorting of documents in accordance with the requirements of SARS and the South African Post Office (including in batches belonging to a certain postal code) in order to enable SARS to claim maximum applicable postage discounts;
- 6.3.6 storage of pre-printed documents at stock levels specified by SARS; and
- 6.3.7 distribution of pre-printed documents to SARS sites.



#### 6.4 SARS' Objectives in issuing this RFP

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

- 6.4.1 a long term commercial structure that will provide supply and price certainty when future demand for printing is uncertain;
- 6.4.2 to provide SARS the Services in a manner that is intended to create and maintain a high level of user satisfaction in line with the defined Service Levels;
- 6.4.3 to achieve significant cost savings for SARS without any degradation in the quality of the Services;
- 6.4.4 to contain SARS' risk appropriately, including with respect to (i) sustained service delivery; (ii) cost containment; (iii) changes in law; (iv); and security of SARS Confidential Information;
- 6.4.5 to procure the Services under a flexible and scalable arrangement which reflects SARS' needs from time to time;
- 6.4.6 to procure the Services for Charges that (i) are commensurate with SARS' actual consumption, (ii) are predictable and controllable, (iii) and are at or below the South African market price for similar services throughout the Term;
- 6.4.7 to establish a successful contractual relationship between the Parties that is flexible and highly responsive to SARS' changing requirements during the Term;
- 6.4.8 to provide SARS with expertise including that which is required to identify, analyse, recommend, provide and implement, among other things, new technologies and processes;
- 6.4.9 to provide SARS with Services that improve and remain competitive over the Term;
- 6.4.10 to enable the Service Provider and its Subcontractors to earn a reasonable return on their investment and a reasonable profit from the performance of the Services, provided that the Service Provider meets its obligations under the Agreement; and
- 6.4.11 appropriately contain SARS's risk, including with respect to:
  - 6.4.11.1 security of SARS's data and confidential information, including validation and integrity protection;
  - 6.4.11.2 sustained service delivery;
  - 6.4.11.3 cost containment;
  - 6.4.11.4 the technology available to provide the services, the technology employed by SARS, SARS's processes and other similar matters; and
  - 6.4.11.5 SARS's ability to transition the services to a third party upon termination.

## 6.5 General Notes Regarding the Services

SARS reserves the right to:

- 6.5.1 request ad hoc services within or related to the scope of the Services;
- 6.5.2 include additional Services and Sites;
- 6.5.3 direct that Services be delivered to SARS on behalf of other government entities;
- 6.5.4 include additional services related to Services; and
- 6.5.5 require that the pricing of any new requirements be aligned with the pricing applicable to existing Services where such Services are similar to those already provided.

## 6.6 Transition

- 6.6.1 The Service Provider(s) appointed within each Tower will be required to perform a formal transition project to prepare for the delivery of services as specified in the Business Requirements Specification and the Bulk Printing Agreement and, where appropriate, take on the services from the incumbent service providers. Bidders must submit a transition plan detailing the approach, the detailed activities and timelines as part of its Proposal.
- 6.6.2 Accordingly, upon making an award to a Bidder (the “**Successful Bidder**”), SARS may by written notice given to the Successful Bidder require the Successful Bidder to further develop its High Level Transition Plan (submitted as part of its Tender) into a granular, detailed plan (“**Detailed Transition Plan**”). The Detailed Transition Plan shall contain at least –
  - 6.6.2.1 a detailed description of each transition service (including tasks and sub-tasks);
  - 6.6.2.2 start and end dates for each transition service, task and sub-task;
  - 6.6.2.3 an identification of critical milestones;
  - 6.6.2.4 a timetable for accomplishing such milestones;
  - 6.6.2.5 the resources service provider will deploy to accomplish the transition; and
  - 6.6.2.6 the facilities to which the services are to be transitioned.
- 6.6.3 The Successful Bidder will be obliged to submit the Detailed Transition Plan to SARS within a period of two weeks of SARS giving written notice to the Successful Bidder as foresaid. SARS will review the Detailed Transition Plan and SARS and the Successful Bidder will consult in respect of any changes that SARS may require to the Detailed Transition Plan. Upon SARS approving the Detailed Transition Plan, SARS and the Successful Bidder will conclude an interim agreement regulating the performance by the Successful Bidder of its obligations under the Detailed Transition Plan.

## 6.7 Proposed Contract

- 6.7.1 Any award made to a Bidder under this RFP is conditional, amongst others, upon SARS and such Bidder concluding a comprehensive written contract Bulk Printing Agreement.
- 6.7.2 The proposed Bulk Printing Agreement is set out in the Bulk Printing Agreement of this RFP which reflects the terms and conditions upon which SARS intends to contract with a successful Bidder.
- 6.7.3 While SARS reserves to itself the right to vary the terms and conditions of the proposed Bulk Printing Agreement during the course of negotiations with a Bidder, it is a condition of the RFP that a successful Bidder will be bound by those terms and conditions of the proposed contract, unless SARS chooses otherwise.
- 6.7.4 By submitting a proposal, the Bidder acknowledges that SARS will rely upon the representations made in the Bidder's Proposal in evaluating and making an award. If the Bidder is successful, the Bidder should note that the terms of its Proposal will be incorporated in the proposed contract by reference. It follows therefore that misrepresentations in a Proposal may result in legal action or other processes by SARS against the Bidder notwithstanding the conclusion of a Bulk Printing Agreement between SARS and the Bidder for the provision of the Services in question.
- 6.7.5 SARS reserves the right to defer the commencement date of the delivery of Services or a component of the Services.
- 6.7.6 The Bidder's Proposal pricing, must be firm and, in the event that the Bidder is successful, must remain as per the Proposal until 12 (twelve) months after the conclusion of the contract. The Bidder must take note of the provisions of the Bulk Printing Agreement which govern the annual adjustment of pricing. The first such adjustment will only be made on the first anniversary of the effective date of the contract.
- 6.7.7 In the event that the successful Bidder fails to sign the Bulk Printing Agreement in the form submitted by it as part of its Proposal within 21 (twenty-one) days of SARS calling upon it in writing to do so, SARS reserves the right to:
  - 6.7.7.1 cancel the award to the successful Bidder;
  - 6.7.7.2 make arrangements with reserve Bidder to conclude the contract with such reserve Bidder; and / or
  - 6.7.7.3 take any other action SARS deems reasonable and appropriate in the circumstances.

## 6.8 Model of Service Supply

The details of the model of service supply are specified in the Business Requirements Specification. The Bidder's attention is drawn to the following assumptions that are fundamental to the model of service supply:

- 6.8.1 It is SARS' objective to appoint a single Service Provider to provide Bulk Printing for Pre-Printed forms service and single Service Provider to provide System Generated forms and hence it is a requirement that Proposals must contain a complete solution for the entire scope and all required Services.
- 6.8.2 It is SARS' objective to enter into a Bulk Printing Agreement for both the Pre-Printed Forms (Tower 1) and System-Generated Forms Towers (Towers 2) for a period of five (5) years.
- 6.8.3 The Services are contracted without any commitment to volumes and without a commitment to any spend. The Bidder is advised to consult the Bulk Printing Agreement for the provisions under which SARS may terminate Services.

## 7 PROPOSAL QUALIFICATION

### 7.1 Introduction

SARS has a detailed evaluation method premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No 1 of 1999), which prescribes that SARS' process, must be, *inter alia*:

- 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).
- 7.1.4 consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM")

In furtherance of this evaluation method, the bidding qualifications as set out in this paragraph 7.2 will apply.

### 7.2 Bidding Qualification

- 7.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 7.2.1.1 to 7.2.1.3 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 7.2.1.1 to 7.2.1.3 then that Bidder's Proposal will be rejected without any further consideration, at SARS' sole discretion.
  - 7.2.1.1 SARS is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance SARS will not consider Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this

RFP.

- 7.2.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 7.2.1.3 No bid may be awarded to a bidder whose tax matters have not been declared by the SARS to be in order. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and a failure to do so will be a material breach of the Agreement.
- 7.2.1.4 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.
- 7.2.2 Subject to sub-paragraph 7.2.3 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 15% (fifteen percent) of the interests in the Bidder 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**"):
  - 7.2.2.1 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;
  - 7.2.2.2 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;
  - 7.2.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;
  - 7.2.2.4 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;
  - 7.2.2.5 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;
  - 7.2.2.6 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;

- 7.2.2.7 has in the past engaged in any conduct referred to in sub-paragraphs 7.2.2.1 to 7.2.2.6 foregoing;
  - 7.2.2.8 has been found guilty in a court of law or administrative or regulatory authority having appropriate jurisdiction, on charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed; or
  - 7.2.2.9 is listed on the National Treasury's Register of Tender Defaulters or the National Treasury's Database of restricted Suppliers.
- 7.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 7.2.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 7.2.2.7 foregoing may, prior to submitting a Proposal, approach SARS in writing for an exemption as foresaid, in which event:
- 7.2.3.1 the Bidder is required to provide SARS with full information to enable SARS in its sole discretion to consider such application for exemption; and
  - 7.2.3.2 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' discretion.
- 7.2.4 By submitting a Proposal the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 7.2.2 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 7.2.3 foregoing.
- 7.2.5 SARS may disqualify a Bidder:
- 7.2.5.1 whose Proposal contains a misrepresentation which is materially incorrect or misleading;
  - 7.2.5.2 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 15% (fifteen percent) of the interests in the Bidder 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 Bidder to submit a tax compliance status in respect of any one or more such persons;
  - 7.2.5.3 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;
  - 7.2.5.4 who unlawfully had access to any of SARS' 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;
  - 7.2.5.5 who materially fails to comply with any conditions or requirements of this

RFP;

- 7.2.5.6 who in SARS 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
- 7.2.5.7 Who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFP.

## 8 SUBCONTRACTORS

### 8.1 Definition of Subcontractor

For the purposes of this RFP 46-2018, suppliers of infrastructure and technology and related services which the Bidder is reselling are not regarded as subcontractors. A provider of a comprehensive solution to a portion of the scope of this RFP 46-2018 which the Bidder has engaged to enable the Bidder to propose a complete solution to SARS is regarded as a subcontractor.

### 8.2 Retained Accountability

Although SARS permits Bidders to subcontract areas of scope, the successful Bidder will at all times be solely and entirely accountable to SARS for the performance of the contractual obligations.

The Bidder's attention is drawn to the provisions of Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 issued 20 January 2017, regulations 12(3):

*12(1) A person awarded a contract may only enter into subcontracting arrangement with the approval of the organ of state.*

*12(3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an exempted micro-enterprise that has the capability and ability to execute the sub-contract.*

The Bidder must take cognisance of these provisions in negotiating and concluding sub-contractor agreements.

### **8.3 Subcontractor Participation**

SMME subcontractors wishing to participate in the RFP should engage with suitably qualified prime Bidders to participate in the submission of a Proposal and such SMME subcontractors are not restricted by SARS to only doing so with a single prime Bidder.

### **8.4 Subcontractor Details Required**

Where a Bidder proposes to appoint a subcontractor, the Bidder must in its Proposal in respect of each proposed subcontractor:

- 8.4.1 identify the subcontractor in full;
- 8.4.2 provide full details of the functions which the subcontractor will fulfil. This should include details of the delimitations of scope within the Services to be assigned to such a subcontractor;
- 8.4.3 the estimated total percentage which will be sub-contracted to the subcontractor in the event that the Bidder is successful; and
- 8.4.4 submit the information specified in paragraph 10.2.
- 8.4.5 SARS reserves the right to refuse the Bidder the right to appoint any subcontractor in respect of whom the Bidder has not fully complied with the provisions of paragraph 8.4 or 9.5.1; and

SARS may disqualify a Bidder's Proposal in which the Bidder proposes to appoint a subcontractor which does not comply with the provisions of paragraph 9.5.1 and 10.2.

## **9 BID PREPARATION AND SUBMISSION**

### **9.1 Compulsory Briefing Session**

To enable a Bidder to attain a more detailed degree of knowledge of SARS' requirements, SARS intends to hold a compulsory Briefing Session. Bidder's compulsory Briefing Session will take place on the date and at the time reflected in the table in paragraph 4, the venue for which is: SARS Procurement Centre, Linton House, 570 Fehrsen Street, Brooklyn, Pretoria.

Each prospective Bidder may send at least 1 (one) and a maximum of 3 (three) representatives to the compulsory Briefing Session.

- 9.1.1 The Bidder's representatives at the compulsory Briefing Session will be afforded the opportunity to submit written questions to SARS after the compulsory Briefing Session. Subject to the same conditions set out in 9.2.1, SARS will respond to all such questions by publishing the responses on the SARS procurement website.
- 9.1.2 Bidders must ensure that the attendance register at the Briefing Session is completed and signed by each authorised Bidder's representative in accordance with procedures at the conference, failing which the relevant



representative will be regarded as not having attended the conference and the Bidder may be disqualified.

## 9.2 Question and Answer Process

- 9.2.1 Between the dates given in item 4 and 5 of the table in paragraph 4, SARS will receive questions sent by Bidders by email to the address [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za). SARS will respond to these questions, provided that SARS will not be obliged to respond to a question should it choose not to do so. Where SARS responds to a question, it will do so by publishing the question and response on the SARS procurement website. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 9.2.2 SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such re-issued or additional documentation will be published on the SARS procurement website. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals to ensure that the Bidder uses the latest versions of documents in the RFP pack.
- 9.2.3 Depending on SARS' assessment of the nature and extent of Bidders' questions during the Question and Answer process, SARS may schedule additional compulsory or optional briefing sessions.
- 9.2.4 The SARS procurement website must be treated as primary means of communication by SARS to Bidders. Communication to Bidders who attended the Briefing Session by email are made as a courtesy. In the event of any communication received by the Bidders that is in conflict with Communication posted on the SARS procurement website, the SARS procurement website communication will prevail.

## 9.3 Site Inspections

SARS will hold Site Inspection to affirm the security and building of the prospective bidder, SARS reserves the right to schedule compulsory site inspections should it become apparent to SARS that it is necessary for a full understanding of the RFP specification submitted by the bidder.

## 9.4 Proposal Submission

- 9.4.1 Proposals must be deposited in the SARS tender box at Linton House, 570 Fehrsen Street, Brooklyn, Pretoria before Closing Date of the RFP as set out in the table in paragraph 4.
- 9.4.2 **Late Proposals will not be considered under any circumstances whatsoever.**
- 9.4.3 Prior to submission the Bidder must check the numbering of the pages of its Proposal and satisfy itself that none are missing or duplicated. The Bidder must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 12. No liability is accepted by SARS in regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Bidder's Proposal to the attention of the Bidder and/or allow the Bidder to

correct such defect.

- 9.4.4 All hardcopy documents in the Bidder's Proposal must be signed by a duly authorised signatory on behalf of the Bidder and **initialled on every page** where a full signature is not required. A signatory's authority to sign must appear from supporting documentation such as a copy of a board resolution duly authorising the signatory to sign the Proposal on behalf of the company. The Bidder must sign and/or initial (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.
- 9.4.5 All Proposal documents deposited in SARS Tender Box must be submitted in original, hard copy format, as well as electronically on a compact disc (CD) / digital versatile disk (DVD) in the document formats specified in paragraph 12.
- 9.4.6 All Proposals and supporting documentation must be submitted in English.
- 9.4.7 SARS reserves the right to retain the Bidder's Proposal for audit purposes. SARS will return the Bidder's Proposal only upon written request being made to SARS and on condition that SARS will be allowed to make the necessary photocopies of the Bidder's Proposal for record purposes, at SARS' cost.
- 9.4.8 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to SARS will be borne exclusively by the Bidder.
- 9.4.9 Proposals will remain valid for a minimum period of 180 (one hundred and eighty) days from the Closing Date.

## 9.5 Proposal Compliance

The Bidder must ensure that all provisions and instructions in this paragraph, 10 and 12 for the completion and submission of a Proposal are followed in detail.

- 9.5.1 The Bidder's attention is drawn to the following documents required as part of a Bidder's Proposal which, if omitted from a Proposal, will result in that Proposal being eliminated from evaluation at SARS' sole discretion:

**Table 1-Checklist of Administrative Compliance Documents**

	<b>Name of the document that must be submitted</b>	<b>Non-submission may result in disqualification?</b>
1	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
3	Pricing Schedule –RFP 46-2018 5-3: Pricing Template	YES – Please submit fully completed <u>Pricing Response Template</u> SARS RFP 46-2018 5-3
4	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.

	Name of the document that must be submitted	Non-submission may result in disqualification?
5	SBD 6.1 – Preference Point Claim Form	No–Non-submission will lead to a zero score on B-BBEE.
6	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES - Please complete and sign the supplied pro forma document.
7	Certificate of Independent Bid Determination – SBD 9	YES - Please complete and sign the supplied pro forma document
8	Supplier Cost and Risk Questionnaire	YES - Please complete and sign the supplied pro forma document
9	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.
10	B-BBEE certificate OR Sworn Affidavit (whichever applicable according to B-BBEE requirements)	Yes–Non-submission will lead to a disqualification score on B-BBEE.
11	Three (3) most recent Financial Statements	YES – Bidders are required to submit complete sets of audited / reviewed annual financial statements in the name of the bidding entity.

9.5.2 SARS may reject a Proposal which:

- 9.5.2.1 is conditional on SARS' acceptance of substantial deviations from the proposed contract included in this RFP;
- 9.5.2.2 fails to commit to the key deliverables required by this RFP;
- 9.5.2.3 does not contain correct number of copies, or who submits copies in an incorrect format; or
- 9.5.2.4 is non-compliant in any respect.

## 10 EVALUATION AND SELECTION

### 10.1 Process after Closing Date

After the Closing Date in paragraph 4:

- 10.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Proposal, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose. Only under exceptional circumstances and as may be permitted by applicable legislation, SARS may, at its sole discretion, allow Bidders to make any amendments to or supplement their Proposals after the stipulated Closing Date and time;
- 10.1.2 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify information and capabilities claimed (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder must respond within the timeframes set by SARS, failing which SARS will evaluate the Bidder's Proposal based on the limited information at hand;
- 10.1.3 no amendment may be made to a Proposal, unless specifically permitted or requested by SARS;
- 10.1.4 SARS may shortlist Bidders and may request presentations from short-listed Bidders;
- 10.1.5 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals;
- 10.1.6 SARS will evaluate the Proposals with reference to SARS' evaluation criteria detailed in paragraph 10.3. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

### 10.2 SARS' Mandatory Pre-qualification Criteria

- 10.2.1.1 SARS has defined the minimum pre-qualification criteria that must be met by the Bidder 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 Proposal complies with the provisions of this tender.

10.2.1.2 **Table-2 SARS's Tower 1 (Pre-Printed Forms) Pre- Technical qualification Criteria- Gate 0.1**

No	Pre- Technical Evaluation Criterion	Disqualification Non- Compliance	Ref
1.	<b><u>30% subcontracting to a B-BBEE company.</u></b> Bidder must subcontract a minimum of 30% of the value of the contract to B-BBEE company which is 51% Black owned. The details of the scope that the subcontractor will be performing must be given. For clarity, the supply of paper and consumables and raw input materials, maintenance of machinery need not be specified. A subcontractor performing any of the processing work (e.g. binding or courier) must be included. If subcontracting the courier services, the courier must be included. B-BBEE information of the subcontractor must be provided.	Yes	Pre- Technical Response Template
2.	Machines and Finishing equipment with advanced Capability. The Bidder's factory must be equipped with machines and finishing equipment with advanced capabilities. Pictures of the machines must be provided as proof (A site visit may be conducted for this mandatory requirement).	Yes	Pre- Technical Response Template
3.	Bidder's B-BBEE level must be 1 to 4. SARS will only accept proposal of Bidder's who holds a B-BBEE level of 1 to 4 only.	Yes	Pre- Technical Response Template
4.	The Bidder or its subcontractor has the print capability to print all of SARS 6 categories as mentioned in Business Requirements Specification (BRS).	Yes	Pre- Technical Response Template
5.	Proof of attendance to compulsory Briefing Session.	Yes	Pre- Technical Response Template

10.2.1.3 **Table 3- SARS's Tower 2 (System Generated Forms) Pre- Technical qualification Criteria- Gate 0.1**

No	Pre- Technical Evaluation Criterion	Disqualification Non- Compliance	Ref
1.	Bidders must have a minimum B-BBEE level of status of 1 to 4. SARS will only accept proposal of Bidder's who holds a B-BBEE level of 1-4 only.	Yes	Pre- Technical Response Template
2.	Proof of attendance to Compulsory Briefing Session.	Yes	Pre- Technical Response Template

10.2.1.4 Where the Bidder's Proposal fails to comply fully with any of the Mandatory pre-qualification criteria or SARS is for any reason unable to verify whether the mandatory pre-qualification criteria are fully complied with, SARS will have the right to either:

- 10.2.1.4.1 entirely reject the Proposal in question and not to evaluate it at all;
- 10.2.1.4.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal 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, or such alternative period as SARS may determine, of it being requested by SARS and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal; or
- 10.2.1.4.3 in any event permit the Proposal to be evaluated.

### 10.3 SARS' Evaluation Criteria

10.3.1 SARS' evaluation criteria provide for the accumulation of points for a Bidder's Proposal based on the extent to which it:

- 10.3.1.1 Provides a technical solution and services that meet SARS' requirements. In this regard the Bidder is directed to examine the requirements set out in the Business Requirements Specification and in particular to those requirements which are essential to the Bidder's Proposal being acceptable as a technical solution;
- 10.3.1.2 achieves SARS' 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
- 10.3.1.3 is financially competitive and offers value for money.

SARS' evaluation of Proposals includes functionality as a criterion and hence the evaluation of Proposals will be conducted in a two stage process after pre-qualification.

10.3.2 A financial statement analysis will be conducted on the recommended Bidders after completion of the pricing and B-BBEE evaluation stage. In this regard Bidders are referred to paragraph 12 in terms of which Bidders are required to submit completed sets of the last 3 (three) audited/reviewed annual financial statements in the name of the Bidder.

10.3.3 In the **first stage**, an assessment of functionality will be performed on Tower 1 (Pre-Printed Forms) in terms of the following criteria:

**Table 4- Tower 1 Technical Criteria**

Criterion	Description	Weighting
<b>1. Client Base</b>  <b>(10)</b>	1. The Bidder's must provide referral letter describing in full the services that the Bidder rendered or renders to the client and how many years has been providing the bulk printing services.	2
	2. The Bidder's monthly Printing capacity and also, Bidder's must demonstrate their annual Production peaks/patterns.	3
	3. The Bidder must provide at least three (3) written contactable references from current and/or previous clients. The reference must include the following: 1. the name of the company, 2. the description of the service, 3. the contract duration and 4. Contact details of responsible person.	4
	4. Indication that the Bidder and/or its subcontractor operate on a 24/7/ basis.	1
<b>2. Facilities and Locations</b>  <b>(6)</b>	1. The number of years the Bidder has been operating from the primary facility.	2
	2. The Bidder's designated fail over site. Indicate the address and provide pictures. SARS may conduct site visit for this requirements.	2
	3. The Bidder's storage capacity. Bidder to display warehouse capability, pictures of the warehouse. SARS may conduct site visit for this requirements.	2
<b>3. Redundancy and capacity at primary site</b>  <b>(8)</b>	1. Primary site and fail-over/secondary site have UPS and generator. Bidder must provide details of the UPS and Generator at primary and fail-over/secondary.	4
	2. Sufficient storage capacity for SARS volumes (currently installed) at primary site. Bidder must indicate the current volumes in monthly and annual.	3
	3. Bidder's fail-over/secondary site has sufficient storage capacity for SARS volumes (currently installed). The Bidder must demonstrate the storage capacity volume that the fail/secondary site can accommodate.	1
<b>4. Compliance to form Specifications</b>  <b>(10)</b>	1. Bidder must confirm the Bidder's ability to print each of each Pre-Printed forms categories and the method to be employed.	4
	2. The Bidder's current capacity to handle both SARS and other Bidder's demands (indicate the process to be employed).	4
	3. The Bidder must indicate whether a subcontractor is employed to perform any part of the work.	2

Criterion	Description	Weighting
<b>5. Transition (10)</b>	1. Bidder's recent (last 5 years) take on similar capacities as the SARS scope and volumes.	4
	2. The Bidder should provide a transition plan that meets the criteria for take-on timelines.	2
	3. The Bidder must provide details of its proposed transition team: • Structure of the team and reporting line into the Bidder's organisation; • Roles within the team; • Qualifications and experience of team members; roles of team members in previous/past transitions.	4
<b>6. Information Security Management (30)</b>	1. The Bidder must provide an overall strategy on how security is managed. (e.g. Organizational Structure; Dedicated security manager; and including information on physical security awareness)	4
	2. The Bidder should provide details of how the company align to information security's best practices including alignment to ISO27001/2.	2
	3. The Bidder must demonstrate security policy implementation (e.g. formal policy and standards procedures).	2
	4. The Bidder must indicate compliance with all South African Legislation; including but not limited to the SARS Act, the ECT Act, POPI Act the latest electronic legislation e.g. ECT Act.	4
	5. The Bidder must demonstrate Information Security measures implemented in support of abovementioned legislation across the eight (8) Domains of Information Security including Security and Risk Management, Asset Security, Security Engineering, Communications and Network Security, Identity and Access Management, Security and Assessment Testing, Security Operations, and Software Development Security in providing the Service to SARS.	2
	6. Demonstrate the methods and procedures used to ensure Confidentiality, Integrity and Availability of SARS information during the Printing process, including processes and procedures of disposal of SARS classified information.	4
	7. The Bidder must provide details of physical security measures; access control (specific to area where SARS information documents would be stored); restricted areas; Intruder detection alarms; security gates; key control; burglar proofing; security locks;	2
	8. The Bidder must provide details of environmental security measures (fire prevention; fire detection; water damage restriction, security during evacuations).	2
	9. The Bidder must indicate level of compliance with Safety, Health and Occupational legislation (Statement of compliance).	2



Criterion	Description	Weighting
<b>Information Security Management...</b>	10. Bidder should provide a detailed description of their solution as regards to the protection of processed materials on the SARS site. This should include processes that the Bidder employs in this regard.	2
	11. The Bidder must provide details of personnel security measures, screening, vetting and background checks would be performed? (or how SARS's requirements would be included in the screening / vetting process).	2
	12. The Bidder must provide a proposal for security incident handling related to the service provided to SARS (Plan to address security incident handling; press releases related to incidents; reporting to SARS). Plan to address security incident handling; press releases related to incidents; reporting to SARS. Provide details of how this is handled in your respective organisation.	2
<b>7. Quality (4)</b>	1. Bidder should indicate any quality certifications (attach a copy of the certification if such certification is claimed) that the Bidder's organisation has been accredited with e.g. ISO. The Validity period of the certification must be disclosed.	2
	2. Quality plans	2
<b>8. Disaster recovery – planning (12)</b>	1. The Bidder must provide a plan for Disaster Recovery (DR).	2
	2. Specific plans for continuity and resilience during any industrial action.	2
	3. Indication on how soon can the bidder's fail-over site be operational. Bidder must indicate the time it will take for fail-over/secondary site be operational when a need arise.	2
	4. Indicate if the fail-over/secondary site is operated by a subcontractor.	2
	5. The printing capacity (in terms of percentage) of the fail-over/secondary site in relation to the main site.	2
	6. Indicate if Bidder's primary and fail-over/secondary site is network connected.	2
<b>9. Reporting (5)</b>	1. The Bidder must provide sample reports covering the scope of the reports in the Business Requirement Specifications.	2
	2. The Bidder's sample reports must also cover the scope of the service level reports.	2
	3. Additional reports; Bidder should include any value-added reports with examples, screen dumps etc.	1
<b>10. Courier and dispatch services (4)</b>	1. The Bidder must supply details of a courier company (evidence of the MOU/Contract between the Bidder and the courier company must be supplied).	2
	2. The Bidder must provide details of dispatch process (including details of the interface processes, delivery and details of the tracking capability).	2

Criterion	Description	Weighting
<b>11. Innovation (1)</b>	1. Bidder should include in this section any innovative improvements they will employ to continuously enhance processes and procedures in providing the services to SARS.	1
<b>TOTAL</b>		<b>100</b>

If, during the evaluation of Tower 1, an aspect of the Bidder's Proposal is found to render the solution unacceptable to SARS then the Bidder's Proposal will be rejected and not evaluated further.

The criteria listed in the table above make up the functionality Technical criterion for Tower 1 (Pre-Printed Forms) and a Bidder's Proposal will be evaluated for **functionality** out of a possible 100 (one hundred) points.

Proposals that score a number of points for functionality for Tower 1 that is greater than or equal to a minimum threshold of 70 (seventy) points will proceed to the next stage of evaluation.

In the event that no Proposals qualify to proceed to the next stage of evaluation for Tower 1, at its sole discretion, SARS may consider the Proposal scoring the highest number of points for functionality and all other Proposals scoring higher than 95% (ninety-five percent) of that Proposal to proceed to the second stage of evaluation.

- 10.3.4 In the **first stage**, an assessment of functionality will be performed on Tower 2 (System Generated Forms) for Bidder's who respond to the Tower 2 in terms of the following criteria:

**Table 5- Tower 2 Technical Criteria**

Criterion	Description	Weighting
<b>1. Client Base (10)</b>	1. Number of years	2
	2. The Bidder's Number of Mail items delivered monthly and annual, including production peaks/patterns.	3
	3. Three (3) written contactable references from current and/or previous clients. The reference must include the following: 3.1 the name of the company, 3.2 the description of the service, 3.3 the contract duration and 3.4 Contact details of responsible person.	4
	4. Indication that the Bidder and/or its subcontractor operate on a 24/7/ basis.	1

Criterion	Description	Weighting
2. Facilities and Locations (6)	1. The number of years the Bidder has been operating from each site.	2
	2. Bidder's designated fail over site. Indicate the address and provide pictures.	2
	3. Bidder's storage capacity. Bidder to display warehouse capability, pictures of the warehouse. SARS may conduct site visit for this requirements.	2
3. Redundancy and capacity at primary site (10)	1. Primary site and fail-over/secondary site have Uninterrupted Power Supply (UPS) and generator. Bidder must provide details of the UPS and Generator at primary and fail-over/secondary.	4
	2. Sufficient storage capacity at primary site.	4
	3. Storage capacity at fail-over/secondary site.	2
4. Compliance to form Specifications (8)	1. The Bidder's system ability to integrate to SARS environment (Details of the integration must be provided by the Bidder).	4
	2. The Bidder's subcontracting plan for any part of the work.	4
5. Transition (12)	1. Bidder's recent (last 5 years) take on similar capacities as the SARS scope and volumes.	4
	4. The Bidder should provide a transition plan that meets the criteria for take-on timelines.	4
	5. The Bidder must provide details of its proposed transition team: • Structure of the team and reporting line into the Bidder's organisation; • Roles within the team; and • Qualifications and experience of team members, roles of team members in previous/past transitions.	4
6. Information Security Management (30)	1. Strategy on how security is managed.	4
	2. The Bidder should provide details of how the company align to information security's best practices including alignment to ISO27001/2.	2
	3. The Bidder's Security policies implemented.	2
	4. Compliance to South African Legislation.	3
	5. Information Security measures implemented.	3
	6. Methods and procedures used to ensure Confidentiality.	4
	7. Physical Security Measures	2
	8. Environmental security measures.	2
	9. Compliance to Safety.	2
	10. Protection of Processed materials.	2
	11. Personnel Security Measures	2
	12. Security Incident Handling	2

Criterion	Description	Weighting
<b>7. Quality (4)</b>	1. ISO Quality Certification.	2
	2. Quality Plans	2
<b>8. Disaster recovery – planning (10)</b>	1. The Bidder must provide a plan for Disaster Recovery (DR).	4
	2. Subcontractor used as fail-over/secondary site.	2
	3. Plans for continuity.	2
	4. Network Connectivity.	2
<b>9. Reporting (5)</b>	1. The Bidder must provide sample reports covering the scope of the reports in the Business Requirement Specifications.	2
	2. The Bidder's sample reports must also cover the scope of the Service Level Reports.	2
	3. Additional reports; Bidder should include any value-added reports with examples, screen dumps etc.	1
<b>10. Courier and dispatch services (4)</b>	1. Evidence of the MOU/Contract between the Bidder and the courier company must be supplied.	2
	2. Details of dispatch and interface process (including delivery and details of the tracking capability).	2
<b>11. Innovation (1)</b>	3. Bidder should include in this section any innovative improvements they will employ to continuous enhance processes and procedures in proving the services to SARS.	1
<b>TOTAL</b>		<b>100</b>

If, during the evaluation of Tower 2, an aspect of the Bidder's Proposal is found to render the solution unacceptable to SARS then the Bidder's Proposal will be rejected and not evaluated further.

The criteria listed in the table above make up the functionality Technical criterion for Tower 2 (System Generated Forms) and a Bidder's Proposal will be evaluated for **functionality** out of a possible 100 (one hundred) points.

Proposals that score a number of points for functionality for Tower 2 that is greater than or equal to a minimum threshold of 70 (seventy) points will proceed to the next stage of evaluation.

In the event that no Proposals qualify to proceed to the next stage of evaluation for Tower 2, at its sole discretion, SARS may consider the Proposal scoring the highest number of points for functionality and all other Proposals scoring higher than 95% (ninety-five percent) of that Proposal to proceed to the second stage of evaluation.

- 10.3.5 In the **second stage** of the evaluation, qualifying Proposals from the first stage will be evaluated in terms of the 90/10 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations and National Treasury guidelines.

Criterion	Maximum Points
B-BBEE	10
Price	90

**Stage 2 – Price Evaluation (90 points).**

Adjudication Criteria	Points
Price Evaluation $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

**Where**

$P_s$	=	Points scored for price of bid under consideration
$P_t$	=	Rand value of bid under consideration
$P_{\min}$	=	Rand value of lowest acceptable bid

The electronic version of the Tower x Pricing Response Template (where x is the Tower reference(s) for which the Bidder is submitting a response) as completed by the Bidder and submitted with the Bidder's Proposal will be used for the calculation of price. In this regard:

- the Bidder must ensure the completeness and accuracy of the pricing figures provided in the Pricing Response Template in the Tower x Pricing Response Template (where x is the Tower reference(s) for which the Bidder is submitting a response).
- the Bidder's authorised signatory warrants that the electronic copy submitted and the hardcopy contain the same information and must initial every page of the hardcopy response of the pricing template(s).
- the Bidder's Proposal may be regarded as non-responsive if the electronic Pricing Response Template contains omissions.

SARS, in its sole discretion, may regard the Bidder's Proposal as non-responsive if one or more of the pricing components of the Pricing Response Template provided in the Proposal are: not firm; subject to negotiation; subject to variation other than by mechanisms contemplated in the proposed contract; dependant on

assumptions not provided by SARS in the RFP; or not reasonably determinable at the time of evaluation for any other reason.

Points for the price criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations. The price of the Bidder's Proposal will be calculated over the anticipated term of the Agreement. Any additional costs that would be incurred by SARS by the Bidder implementing the solution or a part of the solution may be taken into account during evaluation.

## Stage 2 – BBBEE Evaluation (20 points)

The checklist below indicates the B-BBEE documents that must be submitted for this Bid, failure to submit will result in scoring zero for B-BBEE.

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate	10

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn Affidavit or Certificate from CIPC or Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn Affidavit or Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Large Enterprise (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.

Failure on the part of a bidder to submit a B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Bidders who do not claim preference points will be scored zero for BEE but cannot be excluded from the tender process.

## Use and acceptance of Affidavits

SARS reserves the right to request that bidders submit their Black ownership and turnover information in support of their Affidavits.

## Joint Ventures and Consortiums

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

### **Tertiary Institutions and Public Entities**

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

#### **10.3.6 A financial statement**

A complete set of audited/reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity.

The annual financial statements must contain:

- statement of profit and loss and other comprehensive income
- statement of financial position
- statement of cash flows
- statement of changes in equity/net assets
- accompanying notes

Entities which are trading for less than 3 (three) financial periods should provide:

- A letter detailing the fact, signed by a duly authorised representative of the entity; and
- Any other information or documentation which would provide more clarity on the financial history of the bidder.

In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a Performance Guarantee that is signed by a duly authorised representative of the entity.

In the event of the bid being in the form of a Joint Venture (JV), the following is required:

- Annual financial statements of the JV; and
- JV legal agreement detailing the percentage ownership of each entity.
- Unincorporated JV's should submit separate financial statements for each party in the JV and a signed JV legal agreement.

**NB: SARS retains the right to request further information with regards to the annual financial statements, should the need arise.**

#### **10.4 Process Following Evaluation**

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

- 10.4.1.1 consider the business case for the award of the RFP and of the optional components based on the Proposals received;

- 10.4.1.2 undertake a Bidder clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
- 10.4.1.3 short list 1 (one) or more Bidders;
- 10.4.1.4 conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS;
- 10.4.1.5 conduct a risk assessment of a Bidder's capability to : perform the Services in accordance with the specified Service Levels; and or more generally to achieve SARS' objectives as set out in paragraph 6.4;
- 10.4.1.6 take any other action it deems appropriate.
- 10.4.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by SARS (including but not limited to under sub-paragraphs 10.3.1.1 to 10.3.1.3 foregoing), which in SARS opinion justifies such revision.
- 10.4.3 Upon completion of its evaluations, SARS may select 1 (one) or more preferred Bidders.
- 10.4.4 SARS will be under no obligation to select the Bidder with the highest number of points.
- 10.4.5 Upon an award, the successful Bidder will be required to enter into the Agreement with SARS in accordance with paragraph 6.7. In this regard:
  - 10.4.5.1 SARS will enter into negotiations with the Bidder with a view to concluding the Agreement;
  - 10.4.5.2 SARS will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if SARS, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its Proposal; the Bidder is attempting to withdraw from positions or commitments made in its Proposal; the Bidder is not negotiating in good faith; or an agreement may not be expeditiously concluded with the Bidder for any other reason.
- 10.4.6 SARS reserves its rights, in full, to make no award for all or part of the scope if a risk assessment performed in terms of 10.4.1.5 discloses unacceptably high risks to SARS.



## 11 GENERAL CONDITIONS OF TENDER

### 11.1 Acceptance of RFP Conditions

The Bidder's participation in the RFP process (including but not limited to attending the compulsory Briefing Session or information sessions; directing questions to SARS as referred to in paragraph 9.2 or submitting a Proposal) is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP as binding on the Bidder.

### 11.2 Reservation of Rights

SARS reserves the right in its sole discretion to:

- 11.2.1 make no award and/or to make an award for services making up a part of the RFP;
- 11.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 11.2.3 change any of its requirements as set out in this RFP by notice to all Bidders who attended the Compulsory Briefing Session;
- 11.2.4 change any condition, procedure or rule of the RFP by notice to all Bidders who attended the Compulsory Briefing Session;
- 11.2.5 supplement any information contained in this RFP by notice to all prospective Bidders;
- 11.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 11.2.7 re-advertise for Proposals;
- 11.2.8 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders;
- 11.2.9 conduct site visits and/or perform audits on any Bidder whenever SARS deems it prudent to do so;
- 11.2.10 undertake further checks on Bidders, which may include information on public record or in the public domain;
- 11.2.11 take into account the service history of the Bidder should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder, or by any of the Bidder's directors, members or trustees. SARS reserves the right not to award the Proposal to a Bidder whose track record (or that of any of its directors, members or trustees) with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to object;
- 11.2.12 to no longer consider a Bidder's Proposal where adverse information about the Bidder or its Proposal submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;

11.2.13 to award a Proposal based on which Bidder is offering the best value for money, even if such Proposal is not the lowest priced Proposal; and

11.2.14 to make the award subject to the successful Bidder entering into the Bulk Printing Agreement with SARS on such terms and conditions as are acceptable to SARS.

### 11.3 Validity of Information

SARS has made reasonable efforts to ensure accuracy in compiling 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 or omission 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 as to the correctness and sufficiency of such before submitting its Proposal.

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

### 11.4 RFP not an Offer

This RFP does not constitute an offer to do business with SARS, but merely serves 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.

### 11.5 Preparation Costs

The Bidder will bear all its costs in preparing, submitting and presenting any response or Proposal 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 Proposal to this RFP.

### 11.6 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 Proposal submitted by such Bidder from further consideration, unless the Bidder is able to resolve such conflict to SARS' satisfaction.

### 11.7 Indemnity

If a Bidder breaches any condition of this RFP 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 RFP process and enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and

holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

#### **11.8 Precedence**

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

#### **11.9 Responsibility for Subcontractors and Bidder's Personnel**

A Bidder is responsible for ensuring that its subcontractors, personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its subcontractors comply with all terms and conditions of this RFP 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 RFP or a Bidder's Proposal(s) may not be disclosed by any Bidder other than to a person officially involved with SARS' examination and evaluation of a Proposal.

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 Proposal. 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' written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and such legal action as SARS may deem suitable.

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

#### **11.11 Communication with SARS**

The Bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in paragraph 5. SARS may, at its sole discretion, disqualify the Bidder if the Bidder communicates or attempts to communicate any information regarding this RFP to any SARS employee; official; or any third parties involved in the preparation, evaluation or award of the RFP other than through the official contact provided in paragraph 5.

#### **11.12 Intellectual Property**

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

#### **11.13 Limitation of Liability**

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

#### **11.14 Tax Compliance**

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

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

#### **11.15 Screening and Vetting of Service Provider**

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

#### **11.16 National Treasury Restrictions**

The RFP will not be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears 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 terminate a contract concluded with a Bidder should it be established, at any time, that a Bidder's name (or that of any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or it has have been placed on National Treasury's List of

Restricted Suppliers; or if the Bidder has been blacklisted by any other government institution.

#### **11.17 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.

## **12 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP**

This paragraph 12 details the instructions to Bidders for preparing a Proposal in response to RFP 46-2018. These instructions must be followed in detail to enable the information contained in the Bidder'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 document. Information that has not been requested must not be submitted in the Bidder's Proposal.

### **12.1 Proposal Format**

- 12.1.1 The Bidder's Proposal contents are detailed in paragraph 12.2:
- 12.1.2 The Bidders must submit a single hardcopy of its Proposal contained in a number of hardcopy files, and a single electronic copy written to a number of Compact Discs (CD) or Digital Versatile Discs (DVD).
- 12.1.3 The Bidder's hardcopy must be printed single-sided.
- 12.1.4 Where reference is made to a "hardcopy file" this means a separate A4 ring bound file. Where reference is made to a "CD" this means a separate CD or DVD. The Proposal submission will consist of a number of hardcopy files and CD's.
- 12.1.5 A File will consist of a hardcopy file and a CD. The CD must be the electronic copy of the hardcopy file.
- 12.1.6 A File (the hardcopy file and CD) 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 Common File**

Irrespective of which or how many Towers for which the Bidder is submitting a Proposal, the Bidder will be required to submit the Common File. This file must contain the following sections; each divided by a file divider in the hardcopy file and placed in separate directories on the electronic copy CD.

Common File		
Label (on both file cover and CD)		<b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>Common File</b>
No.	File divider / Directory name	Content required
1	Covering Letter	<p>A letter from the Bidder confirming the submission of the Proposal, for which Tower the Bidder is submitting its Proposal and is signed by an authorised signatory of the Bidder.</p> <p>No template is provided – this is to be submitted in free format and must be submitted on the Bidder's letterhead.</p> <p>PDF format in electronic copy.</p>
2	Board Resolution	<p>Signed Board resolution authorising the Bidder's signatory.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
3	SBDs	<p>Completed Standard Bidding Documents.</p> <p><u>Invitation to Bid (SBD1)</u></p> <p><u>Treasury (CSD) Report</u></p> <p><u>Declaration of Interest (SBD 4)</u></p> <p><u>Declaration of Past SCM Practices (SBD 8)</u></p> <p><u>Certificate of Independent Bid Determination (SBD 9)</u></p> <p><u>Supplier Cost and Risk Assessment Questionnaire</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>
4	Signed Oaths / Affirmations of Secrecy	<p>The <u>SARS Oath / Affirmation of Secrecy</u> signed by each member of the Bidder's and Subcontractors' bid teams.</p>

5	CSD	Central Supplier Database (CSD) Report valid at the Closing Date.  In the hardcopy file the original document must be included.  In the electronic copy the original must be scanned and submitted in PDF format.
6	Annual Financial Statements	The Bidder's last 3 (three) years audited annual financial statements.  In the electronic copy the originals must be scanned and submitted in PDF format.
7	Checklist	Completed template:  <i><u>Proposal Checklist</u></i>  A signed printout of the completed template must be included in the hardcopy file.  A scanned copy of the signed checklist must be submitted in PDF format.

#### 12.2.2 File NP-x (Non Pricing Section)

Depending on which Tower the Bidder is submitting a Proposal, the Bidder will be required to submit a File NP-x for each Tower bid upon (where x is the Tower reference). This file must contain the following sections; each divided by a file divider in the hardcopy file and placed in separate directories on the electronic copy CD and labelled as set out hereunder. Note that the x is the Tower reference appearing in the title, divider name, directory names and filenames.

- divider name, directory name and filename.

File NP-x (Non Pricing Section)		
<b>Label</b> (on both file cover and CD)		<b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>File-NP-x</b>
<b>No.</b>	<b>File divider / Directory name</b>	<b>Content required</b>

1	Pre-Technical response template for the Tower(s) the Bidder is submitting a Proposal for.	<p>A completed template for the Tower(s) for which the Bidder is submitting a Proposal:</p> <p><u><i>Tower x Pre-Tech Response Template</i></u> (where x is the Tower reference for which the Bidder is submitting a response)</p> <p>A printout of the completed and signed template(s) must be included in the hardcopy file.</p> <p>The completed template(s) must be submitted in Microsoft Word format in the electronic copy.</p>
2	Technical Response Template	<p>Completed template:</p> <p><u><i>Tower x Technical Response Template</i></u> (where x is the Tower reference for which the Bidder is submitting a response)</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>
3	Contract Mark-ups	<p>Completed template:</p> <p><u><i>Contract Response Template</i></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>

### 12.2.3 File P-x (Pricing and B-BBEE Section)

Depending on which Tower the Bidder is submitting a Proposal for, the Bidder will be required to submit a File P-x for each Tower for which it is submitting a Proposal (where x is the Tower reference). This file contains one section to be placed in a file divider in the hardcopy file and in a directory on the electronic copy CD with the label set out hereunder. Note that the “x” (appearing in the title, directories and filenames) is the Tower reference. The actual Tower reference must be substituted for “x” in the Bidder’s response.

If a Subcontractor is proposed, then the Subcontractor’s B-BBEE certificate; must be submitted with the Bidder’s B-BBEE. Note that an original certificate need not be supplied in every File, provided that where a copy is provided, the copy must contain a note referencing the File in which the original is contained.



File P- x (Pricing Section)		
<b>Label</b> (on both file cover and CD)		<b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>File-P-x</b>
No.	File divider / Directory name	Content required
1	Pricing template	Completed template: <u>Pricing Response Template</u> A signed printout of the completed template must be included in the hardcopy file. The completed template must be submitted in Microsoft Excel format in the electronic copy.
2	Preference Points Claim Form	A completed Preference Points Claim Form (SBD 6.1).
3	Bidder's B-BBEE Certificate	The Bidder's B-BBEE certificate, valid as at the Closing Date. For the electronic copy, the original hardcopy must be scanned and submitted in PDF format.
4	Subcontractor B-BBEE Certificates	For every subcontractor named by the Bidder in the SBD 6.1, the Bidder must attach a B-BBEE certificate or auditor's report in the hardcopy file. The B-BBEE certificates must be scanned and submitted as PDF documents on the CD.

### 12.3 Example

12.3.1 If a Bidder is submitting a Proposal for Tower 1, it would consist of the following:

Files	Documents in the file
<p>Hardcopy response to be submitted in file labelled:</p> <p style="text-align: center;"><b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>Common File</b></p> <p>Electronic response to be submitted in on a CD labelled:</p> <p style="text-align: center;"><b>RFP46-2018-&lt;Bidder Name&gt;-Common</b></p>	<ul style="list-style-type: none"> <li>• Covering Letter</li> <li>• Board resolution</li> <li>• Standard Bid Documents</li> <li>• Oaths/Affirmations of Secrecy</li> <li>• CSD Report</li> <li>• Annual Financial Statements</li> <li>• Proposal Checklist (indicating that all documents have been submitted)</li> </ul>
<p>Non-Pricing Section</p> <p>Hardcopy response to be submitted in file labelled:</p> <p style="text-align: center;"><b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>File NP-</b> <b>Non Pricing</b></p> <p>Electronic response to be submitted on a CD labelled:</p> <p style="text-align: center;"><b>RFP46-2018-&lt;Bidder Name&gt;-NP</b></p>	<ul style="list-style-type: none"> <li>• Pre-Technical template for Tower 1</li> <li>• Technical Response Template for Tower 1</li> <li>• Contract Mark-up Template for Tower 1</li> <li>• Subcontractor</li> <li>• Subcontractors CSD Registration Report</li> </ul>
<p>Pricing Section</p> <p>Hardcopy response to be submitted in file labelled:</p> <p style="text-align: center;"><b>RFP 46-2018</b> <b>&lt;Bidder Name&gt;</b> <b>File P</b> <b>Pricing</b></p> <p>Electronic response to be submitted on a CD labelled:</p>	<ul style="list-style-type: none"> <li>• Pricing Response Template</li> <li>• Preference Points Claim Form SBD 6.1</li> <li>• Bidder's B-BBEE Certificate</li> <li>• Subcontractors' B-BBEE certificates</li> </ul>

RFP46-2018-<Bidder Name>-P	
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## 12.4 Template Specific Instructions

### 12.4.1 Pricing Response Template

The Bidder must provide a response to the Pricing Response Template.

The detailed instructions for preparing a response to the Pricing Response Template are embedded in the template.

Bidders must submit an electronic copy as well as a hardcopy of the Pricing Response Template. A submission that is not accompanied by an electronic copy will not be considered.

The completed template must be included in the pricing section.

### 12.4.2 Technical Response Template

The Bidder must complete and submit Technical Response Template.

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

The completed template must be included in the non-pricing section.

### 12.4.3 Contract Response Template.

The Bidder must respond to the proposed contract terms found in the Bulk Printing Agreement. The Bidder is required to respond in the following manner:

Each clause in the document in the Bulk Printing Agreement must be reviewed by the Bidder. Where the Bidder cannot accept a term of the Bulk Printing Agreement, the Bidder should propose a mark-up to the clause using the template.

- 12.4.3.1 enter the section number (including all subsections, paragraph and subparagraph references as necessary to identify the clause) in the "Section Reference" column;
- 12.4.3.2 state in the column marked "Request" the words "Change Requested";
- 12.4.3.3 copy the full text of the paragraph into the column marked "Marked up Original Text" and update the text in MS-Word's "Track Changes" with the precise wording change to the original text of the requested change; and

12.4.3.4 state the rationale for requesting the change in the column “Rationale”.

Clauses for which the Bidder does not state “Change Requested” will be deemed accepted as they are and subsequent requests for change will not be entertained. Any commentary provided without stating “Change Requested”, accompanied with the specific mark-up in Word track changes and with a detailed, specific rationale will be disregarded. Changes requested that are not accompanied with both the statement “Change Requested” and the specific wording mark-ups to the original paragraphs in Word track changes will be disregarded. General, blanket or conceptual explanations that are not specific to the change requested and the context of the provision will not be considered.

At the end of the list of the Bidder’s mark-ups in the template, the Bidder must enter the words “End of List” in the “Section Reference” column in the first row following the last mark-up. If the Bidder has no mark-ups the words “End of List” must appear in the first row of the table after the header row.

All clauses will be deemed accepted by the Bidder unless the Bidder identifies and explains any requested changes in the format set out in the response template. If the Bidder does not follow this format for any clause the Bidder will be deemed to have accepted the clause notwithstanding the Bidder’s response on the clause.

12.4.4 Proposal Checklist

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

The completed template must be included in the Common File