



**SOUTH AFRICAN REVENUE SERVICE**

**REFERENCE: RFP 0060/2018**

**REQUEST FOR PROPOSALS**

**DESCRIPTION:**

**PROVISION OF ASSETS IN- TRANSIT SERVICES FOR SARS**

**CLOSING DATE: 30 OCTOBER 2018 AT 11H00**

**TENDER BOX:**

**GROUND FLOOR, LINTON HOUSE**

**BROOKLYN BRIDGE**

**570 FEHRSEN STREET**

**BROOKLYN**

**PRETORIA**

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## 1 INTRODUCTION

SARS has several of offices and these include Administrative and ports of entry where Customs Operations are carried out. There is a business requirement to move high value assets such as petty cash, valuable goods and/or documents and/or other high value items as identified by SARS from time to time between SARS offices to various banking institutions and or safe storage facilities (“Services”).

The Services will have to be rendered to SARS either on a national or geographic basis. The prospective service provider(s) will be required to adhere to certain prescribed performance standards “[Service Levels]”, including routes and collection schedules to optimize service and ensure that SARS adhere to the provisions of PFMA.

SARS operates from various regions across all provinces; refer to Annexure C for a full list of sites.

All the regions must be priced accordingly, failure to fully complete pricing schedule per region will lead to disqualification for that specific region.

SARS reserves the right not to make an award, or to award some or all of the components of the requested services to one or more responsive bids.

The prospective Bidder will be required to deliver an integrated service to a region. That is, SARS expects the prospective Bidder to deliver all components of the Services to a region. To this extent and where necessary, prospective bidders are encouraged to form joint venture or sub-contracting partnerships to ensure that an integrated service is delivered to SARS per region.

Notwithstanding the service delivery model chosen by prospective bidders, SARS insists that there should be one (1) primary or leading Bidder who will contract with SARS and be responsible for the delivery of the technical solution.

## **2 OVERVIEW OF THE PROJECT**

The prospective service provider will be required to collect the Assets-in-Transit from designated persons at SARS offices, port of entry, complete the hand-over procedures and deliver assets to banking institution and or identified safe facility by the South African Revenue Service (SARS). The prospective service provider will be required to service one or more routes mutually agreed between the parties or to provide a dedicated Service whenever so required.

The Services will be hybrid in nature, for example, the prospective service provider may be required to collect and deliver a high value motor vehicle or document thereby necessitating a change in the mode of delivery of the service. SARS business requirements dictate that the prospective service provider should be able to adapt to a hybrid nature of the services.

## **3 PURPOSE OF THIS RFP**

To ensure that SARS identifies and procures an efficient and cost effective Asset –In –Transit Service that meets the requirements its business units.

## **4 LEGISLATIVE FRAMEWORK OF THE RFP**

### **4.1 TAX LEGISLATION**

When submitting a bid to SARS, Bidder(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

## **4.2 PROCUREMENT LEGISLATION**

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended.

## **4.3 TECHNICAL LEGISLATION AND/OR STANDARDS**

The Bidder(s) should be cognisant of and compliant with all relevant legislation and/or standards applicable to the provision of the services.

## **5 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

Service providers and suppliers who wish to render the service to SARS will no longer register at SARS directly. Suppliers will have to register on the National Treasury Central Supplier Database (CSD) as per National Treasury Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury will maintain the database for all suppliers for Government and its institutions; and all existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

## **6 SARS BUSINESS REQUIREMENTS**

### **6.1 SERVICE OFFERING**

The Service requires the collection and transportation of high value assets [petty cash, cash, cheques, cars and high value goods) in a secure manner. To this end, the prospective service provider must demonstrate in their technical response the ability and capability to render the Services in a secure manner and the procedures that will be

used to maintain high security standards. Moreover, the prospective bidder/s should inter-alia propose any modern technology that can reduce the number of pick-ups and or increase the security of assets whilst in-transit, e.g. in remote areas, automated banking machines or any other advance technology that can be proposed, as a solution in reduction of the collection frequency and or enhance the delivery of the service.

## **6.2 TRACKING AND TRACING**

Whilst tracking and tracing is not a pre-requisite, preference will be given to prospective service provider/s with capabilities to communicate with their Control Room whilst Assets-in-transit vehicles are in transit. Asset-in-transit vehicles must be traceable at all times.

## **6.3 INSURANCE**

An appointed bidder shall ensure at times adequate insurance cover for assets in transit is provided against the risk of loss and damages:

- Third party liability insurance, cover for loss and/or damages suffered by third parties whilst the prospective service provider is at SARS offices.
- Comprehensive insurance cover, for loss or damage of the Assets-in-Transit whilst in possession of the service provider and/or in transit.

The risk of loss and damage shall be transferred to the prospective service provider/s on hand over of high value goods, and or cash and cheques.

## 6.4 SECURITY EQUIPMENT

- 6.4.1 The service provider/s must ensure that any of its security equipment used or resources deployed for the purposes of performing asset in transit service, are fully functional at all times for the duration of the contractual period.
- 6.4.2 Should any of its security equipment fail to be fully functional at any point during the contract term, the service provider/s must ensure that it has a contingency plan in place, so that the faulty equipment / resource is repaired or replaced as soon as is reasonably possible, to prevent an interruption of the performance of the service.

## 6.5 COMPLIANCE WITH APPLICABLE LAW

- 6.5.1 The service provider shall, specifically, comply with the following legislation and any regulations thereto-
- 6.5.1 Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
  - 6.5.2 Firearms Control Act, 2000 (Act No. 60 of 2000);
  - 6.5.3 Labour Relations Act, 1995 (Act No. 66 of 1995);
  - 6.5.4 Occupational Health and Safety Act, 1993 (Act No. 85 of 1993); and
  - 6.5.5 Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001); and
  - 6.5.6 Generally, with all laws of the Republic of South Africa governing the performance and/or rendering of the Services.

## 6.6 PERFORMANCE FAILURES

- 6.6.1 The service provider shall maintain minimum standards of performance (“the Service Levels”) as set out in Annexure D attached hereto. Failure to attain a prescribed Service Level constitutes a Performance Failure and will entitle SARS to levy the corresponding financial penalty and other measures stipulated in Columns 4 and 5 of Annexure D.
- 6.6.2 The maximum percentage of the service provider’s total invoice, which may be at risk due to any Performance Failures in any particular month, shall not exceed twenty five (25%) of the total amount invoiced to SARS in respect of such month.
- 6.6.3 The service provider shall account for such Performance Failures in its invoice by crediting SARS with the total sum of the applicable financial penalties that SARS has become entitled to for the immediately preceding month.
- 6.6.4 The levying of a financial penalty shall not prejudice SARS’s rights to terminate the Agreement for breach by the service provider.

## 6.7 MONITORING, MEASURING, AND REPORTING

- 6.7.1 The prospective service providers will –
- 6.7.1.1 be responsible for monitoring, measuring, and reporting on its compliance with the Service Levels.
  - 6.7.1.2 monitor its performance of the Service with respect to the Service Levels on a continuous basis and measure and provide SARS with a monthly report on such performance (a “Monthly Performance Report”).
  - 6.7.1.3 within seven (7) Business Days after the end of each month deliver to SARS the Monthly

Performance Report with respect to the Service Provider's performance during such month.

- 6.7.1.4 provide SARS with detailed supporting documentation and/or information for each Report in soft-copy format as reasonably requested by SARS.
- 6.7.1.5 include the following information in each Monthly Performance Report with respect to any failure to achieve a Service Level during a month (a "Service Level Failure")-
  - 6.7.1.6 the nature of the Service Level Failure;
    - 6.7.1.6.1 the nature of, and time and date when, each incident that led to such Service Level Failure during the month arose;
    - 6.7.1.6.2 the impact of the Service Level Failure on the performance of the Service
    - 6.7.1.6.3 the direct and root cause of the incident or other event that gave rise to the Service Level Failure; and,
    - 6.7.1.6.4 a summary of the steps the service provider has taken to determine the root cause of the Service Level Failure, the steps the service provider has taken to resolve the Service Level Failure and the steps the Service Provider has taken to reduce, to the extent reasonably possible, the likelihood that such Service Level Failure will recur.

- 6.7.1.7 Any failure by the service provider to adhere to any of the provisions set forth in this RFP during a month will constitute a Service Level Failure in itself.

## 6.8 REALLOCATION OF TERMINATED SERVICES

- 6.8.1 SARS may, in its sole discretion, re-allocate Service terminated for breach by a service provider to another service provider appointed in terms of this **Tender** or such other service provider as the circumstances of the situation may permit. In such an event and for the service provider's own account, the service provider shall assist in the seamless transition of the Service to the incoming service provider.

## 6.9 CONTRACT MANAGEMENT

Prospective service provider/s must designate amongst its personnel an employee in a managerial position, who will be known as an Account Executive and be in charge of the administration of the Service, in each region in which the services are rendered, and interface with the SARS.

### 6.9.1 MANAGEMENT LIAISON MEETINGS

The prospective service provider's Account Executive and a SARS's authorised representative shall meet once every month or such other time intervals the parties may agree, to discuss the performance of the Services and amongst others, security breaches, incidents, Performance Failures and all other matter pertaining to the Services agreement entered to between the parties.

## 6.10 CONFIDENTIALITY

- 6.10.1 Except otherwise authorised by SARS, the service provider shall disclose nor publish any confidential information in any manner, for any reason or purpose whatsoever without the prior written consent of the owner of the Confidential Information.
- 6.10.2 The service provider agrees that it will restrict the dissemination of SARS's confidential information to the service provider's employees who are actively involved in activities for which use of confidential information is authorised and then only on a 'need to know' basis.
- 6.10.3 The service provider shall initiate, maintain, and monitor internal security procedures reasonably acceptable to SARS to prevent unauthorised disclosure of SARS's confidential information by the service provider's employees.

## 6.11 SUBCONTRACTING

- 6.11.1 The service provider shall not without the prior written consent of SARS, subcontract any of the services required in terms of this RFP to any third party, which consent shall not be unreasonably withheld,
- 6.11.2 Whenever the service provider wishes to subcontract any part of the Services in terms hereof, the Service Provider shall submit, together with its request to subcontract the Services or part thereof , a complete written proposal for SARS's approval containing-
- 6.11.2.1 Full details and business references of the subcontractor;
  - 6.11.2.2 Confirmation that the subcontractor is PSIRA registered;

6.11.2.3 A full description of the part of the Services it proposes subcontracting; and

6.11.2.4 Full details of how the service provider will manage the performance of the Services by the subcontractor.

6.11.3 Notwithstanding the subcontracting of the Services or part thereof, the service provider shall remain the only party wholly responsible for the due performance of the obligations in terms of this RFP and compliance with the terms and conditions thereof.

## 6.12 FINANCIAL STATEMENTS

Bidders are required to submit complete sets of audited / reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity. The financial statement analysis will be conducted on shortlisted Bidders.

6.12.1 The annual financial statements must contain:

- Statement of Profit or Loss and Other Comprehensive Income;
- Statement of Financial Position;
- Statement of Cash Flows; and
- Accompanying Notes.

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

- A letter detailing that 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.

6.12.3 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.

6.12.4 In the event of the Bid being in the form of a Joint Arrangement, the following is required:

- Annual financial statements of the Joint Arrangement; and
- A legal agreement detailing the percentage ownership of each entity.

**N.B.: SARS reserves the right to request further information concerning the annual financial statements of a Bidder at a later stage.**

### **6.13 REGIONAL OR NATIONAL FOOTPRINT**

Prospective bidders must indicate whether they have a regional or national footprint in rendering Services that would ensure secure transportation of Assets-in Transit from SARS business offices to the relevant banking institutions/or a safe location. In the allocation of the Services, SARS may be inclined to allocate the Services to a prospective service provider/s who is geographically based in the region of the SARS offices. However, the SARS business requirements as well as other objective criteria will always feature prominently in the matter of allocation of the Services to successful bidders [See Section 10 below].

## 6.14 STANDARD OPERATING PROCEDURES

The prospective bidder shall supply SARS with bidder's standard operating procedures [SOP]. The SOPs should include a minimum of-

- Rostering / Schedules
- Dress Code
- Code of Conduct

## 7 INSTRUCTIONS TO BIDDERS

### 7.1 SUBMISSION INSTRUCTIONS

Please submit:

- The Technical Response Annexure 'A' in a separate and sealed container clearly marked technical response.
- The Pricing Schedule Annexure 'B' in a separate and sealed container clearly marked pricing response.
- Binding Annexures A and B. Each Annexure to be separately bounded and be marked with the RFP number, bidders name, and description of contents.
- 1 original and 1 copy of each Annexure 'A' and 'B'. The original copy must be marked 'Original' on the face and spine of its binding and on the first page of each separately bounded Annexure. Each copy must be marked with its copy number (e.g. copy 1) on the face and spine of its binding.
- The bidders' proposal must be delivered at to the address below before **11H00** on the 30 October 2018. It is bidders' responsibility to ensure that the bidder's proposal physically reaches SARS before

the closing date and time, irrespective of the method of delivery to SARS.

**Name: SARS Procurement Office**  
**Address: 570 Ferhsen Street**  
**Brooklyn Bridge**  
**Linton House**  
**Ground Floor**  
**Brooklyn**

No email submission of the bidders' proposal will be considered.

## 7.2 TIMELINE OF THE BID PROCESS

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

The timeframes of this Bid process are set out below:

Activity	Due Date
Advertisement of the Bid in the government tender bulletin	28 September 2018
Advertisement of the Bid on the eTender website	28 September 2018
Distribution of Bid documents on the SARS website	1 October 2018
Briefing session and venue	10 October 2018
Closing date for questions relating to the Bid from Bidders	19 October 2018
SARS's response to questions posed by Bidders	24 October 2018
Bid closing date and time	30 October 2018 @ 11:00

## 8 EVALUATION

Bidders are required to attend a non-compulsory briefing session as per paragraph 13. Bidders will be required to complete an attendance register at the briefing session. There is no limit to the number of company's representatives who can attend the briefing but bidders are requested to be considerate.

SARS has defined the minimum standards [Threshold] that a bidder needs to meet before SARS will consider evaluating a proposal to the RFP. The minimum standards consist of the following

- **Pre-Qualification Criteria (Gate 1)** set out in **section 8.1** below, this will apply to all bidders that have satisfied the mandatory criteria.
- **Technical Evaluation Criteria (Gate 2)** set out in **section 8. 2** below. This will apply only to bidder's proposal that satisfied Pre-Qualification Criteria (Gate 1).
- **Pricing and BEE Evaluation Criteria (Gate 3)** set out in **section 8. 3** below. This will apply only to bidder's proposal that satisfied Technical Evaluation Criteria (Gate 2).

### 8.1 PRE QUALIFICATION CRITERIA (Gate 1)

#### Gate 1 – Submission of documents

- (i) Bidders are required to submit the documents listed in **Table** below. All documents must be completed and signed, as applicable, by the duly authorised representative of the bidder.
- (ii) SARS has indicated below which documents, if omitted, may lead to the disqualification of a bidder's proposal, at SARS's sole discretion.

**Table 1**

Name of the document that must be submitted	Non submission may result in disqualification?
Invitation to Bid – SBD 1	Please complete and sign the supplied pro-forma document.
Tax Clearance Status Pin	Please submit the Tax Clearance Status Pin.
BEE Certificate	Failure to submit will result in a zero score for BEE.
Declaration of Interest – SBD 4	Please complete and sign the supplied pro-forma document
Preferential Points Claim Form - SBD 6.1	Please complete and sign the supplied document
Declaration of Prospective Bidder's Chain Management Practices – SBD 8	Please complete and sign the supplied pro-forma document
SARS Oath Of Secrecy	Please complete and sign the supplied pro-forma document in the presence of a Commissioner of Oaths and initial each and every page.
Certificate of Independent Bid	Please complete and sign the

Determination SBD 9	supplied pro-forma document
Proof of third party liability insurance	Certificate of insurance or letter from an insurance institution indicating a quotation for the cover
<b>MANDATORY</b>	
Proof of Registration with the Private Security Industry Regulatory Authority	<b>Disqualifier.</b>

## 8.2 TECHNICAL EVALUATION AND SELECTION (Gate 2) = 100 Points

Only bidders that have met the Pre-Qualification Criteria will be evaluated for technical competence. **PLEASE TAKE NOTE** that, in the Technical Evaluation stage, **only the bidders who score 60 points and more out of 100 points will** proceed to the next evaluation process.

No	Description	Weightings and Measurements		
		Weight	Measurement	
1.	Experience in providing the Services	25 points	Metrics	Points
1.1	State the number of businesses organisations (entities) that have used the Bidder to provide asset in transit services to the ones covered in this RFP document.	5	Less than 2	1
			Between 2 and 3	3
			More than 3	5
1.2	How large were organisations /entities? List the number of	5	Less than 2	1

	offices per organisation that were or are being covered /serviced nationally		Between 2 and 3	3
			More than 3	5
1.3	State the contract value of contract(s) awarded by business organisations/entities	5	Less than R500 000	1
			Between R500 000 and R1 mil	3
			More than R1 million	5
1.4	State the total number of personnel who were employed to deliver the Services	5	Less than 10	1
			Between 10 and 50	3
			More than 50	5
1.5	State the duration of the contract with business organisations/entities	5	Less than 2 years	1
			Between 2 and 4 years	3
			More than 4 years	5
<b>2.</b>	<b>Infrastructure</b>	<b>20 points</b>	<b>Metrics</b>	<b>Points</b>
2.1	Presence of the prospective bidder/s in each of the SARS regions (Refer to Annexure C). Provide proof of address for each region (eg, rates and taxes and or lease agreements)	10	Presence in 1 region	2
			Presence in 2 regions	4
			Presence in 3 regions	6
			Presence in 4 regions	8
			Presence more than 4 regions	10
2.2	How big is the bidders' presence in terms of infrastructural and architectural requirements such as equipment, office buildings and other required resources such control rooms. Bidders' response must be comprehensive and also indicate the numbers of control rooms, office buildings and armoured vehicles.	10	1 x Control Room; 1 x Office Buildings and 2 x armoured Vehicles	2
			1 x Control Room; 1 x Office Buildings and 3 x armoured Vehicles	4
			1 x Control Room; 1 x Office Buildings and 4 x armoured Vehicles	6
			2 x Control Room; 5 x Office Buildings and 6 x armoured Vehicles	8
			3 or more x Control Rooms; more than 6 x Office Buildings and 6 x armoured Vehicles	10
<b>3.</b>	<b>Services Offering</b>	<b>35 points</b>	<b>Measurement</b>	<b>Points</b>
3.1	Describe service delivery methodology taking into account the integrated nature of the Services with emphasis on the	20	Solution covers at least 5 items that are well	20

	following items:		motivated	
	3.1.1 Description of how the service requirements will be met by the proposed solution		Solution covers at least 4 items that are well motivated	16
	3.1.2 List of tasks to be performed		Solution covers at least 3 items that are well motivated	12
	3.1.3 The manner in which the tasks will be performed		Solution covers at least 2 items that are well motivated	8
	3.1.4 The training of human resources to be deployed to provide the service		Solution covers at least 1 items that are well motivated	4
	3.1.5 Availability of resources (human and physical) in rendering the service firearms ,armoured vehicles and backup vehicles			
3.2	Response turnaround times in cases of vehicle breakdowns and or any other incidents. The bidder must be able to do a pick after an incident had occurred. Bidders must motivate and indicate the turnaround times	15	Turnaround time more than 2 days + comprehensive response	5
			Turnaround time 1 day+ comprehensive response	10
			Turnaround time same day+ comprehensive response	15
4.	<b>Account Management</b>	<b>20 points</b>	<b>Measurement</b>	<b>Points</b>
4.1	Qualified personnel to render the service	5	Fully provide a comprehensive response	5
	4.1.1 Does the prospective bidder have its own qualified personnel to provide the whole spectrum of the Services? Provide information, evidence and proof of such ability.			
4.2	Insurance	10		
	4.2.1 Does the prospective bidder have third party insurance? Proof of same to be attached		Proof of third party insurance.	5
	4.2.2 Does the prospective bidder have liability insurance? Proof of the liability insurance for assets in transit must be provided		Proof of liability insurance provided	5
4.3	Confirmation of adherence to response times [Please supply references from previously serviced clients]	5	1 Reference	1
			2 References	2
			3 References	3
			4 Reference	4

		5 Reference	5
TOTAL		100	100

### 8.2.1 Technical response to Scope of services

Bidders should refer to the scope of Services above and the Technical and fully demonstrate their compliance with the SARS scope of services as set out in the document above and the **Technical Response Template – Annexure A**. In compiling the bidder's proposal, SARS strongly recommends that bidders follow the format of the Technical Response Template, paginate their proposal and indicate the page number in their proposal wherein a SARS requirement is dealt with. The rule with respect to the technical responses is that:

- Bidders' responses must adhere to the Technical Response Template format [Annexure A]. For example,

Description	Bidder's Response Referencing
<b>Experience in providing services</b>	
State the number of business organisations/entities that have used your company to provide the services or a component thereof that are similar to the one covered in this RFP document	File xxx, Section xxx, page xxx

- Bidders must provide precise but full information on all aspect of the scope of services.

### 8.3 PRICE AND BEE EVALUATION (Gate 3) (90 + 10 = 100 Points)

#### 8.3.1 PRICE

The formula below will be used in evaluating the bidders' Price

Description	Points
Adjudication Criteria	
Price Evaluation $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90 points
BEE Evaluation	10
Total	100

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

#### 8.3.2 B-BBEE Evaluation (10 points)

In line with the requirements of the Preferential Procurement Regulations, 2017 to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) [the "PPPFA"] tenders that have achieved the minimum qualifying score for functionality will be evaluated further in terms of the prescribed preference point systems:

- (i) Regulation 6 - 80/20: A maximum of 20 points may be allocated to a bidder; or
- (ii) Regulation 7 - 90/10: A maximum of 10 points may be allocated to a bidder.

B-BBEE points may be allocated to Bidders on submission of documentation or evidence as follows:

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: SBD 6.1 and a B-BBEE Certificate.	10

The checklist below indicates the specific B-BBEE certification documents that must be submitted for this tender.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit or certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA (must have been issued before 1 January 2017).

Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn affidavit or a certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA (must have been issued before 1 January 2017).
Large Entity (LE)	Above R50 million p.a.	A certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA (must have been issued before 1 January 2017).

SARS will accept B-BBEE Certificates issued under the revised B-BBEE Codes.

Failure on the part of a Bidder to submit a B-BBEE Status Level Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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, for that reason.

### Use and acceptance of Affidavits

Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths.

SARS reserves the right to request that Bidders submit their Black ownership and turnover information in support of their sworn affidavits.

### **Joint Ventures and Consortiums**

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) will qualify for points for their B-BBEE status level, provided that the entity submits their consolidated B-BBEE Status Level Verification Certificate / scorecard and that such consolidated B-BBEE certificate / scorecard is prepared for every separate bid.

## **9 SELECTION CRITERIA**

The bid will be awarded to the highest scoring bidders in terms of ranking after Pricing and BBEE evaluation.

## **10 SPECIAL CONDITIONS OF THIS BID**

### **10.1 RESERVATION OF RIGHTS BY SARS.**

- 10.1.1 Not to award or cancel this RFP at any time and shall not be bound to accept the lowest or any bid.
- 10.1.2 To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred bidder.
- 10.1.3 Not to award or cancel this RFP at any time and shall not be bound to accept the lowest or any bid.

- 10.1.4 To negotiate with one or more preferred bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred bidder.
- 10.1.5 To accept part of a bid rather than the whole of it.
- 10.1.6 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidders have been notified of their status as such.
- 10.1.7 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Bidder/s , whether before or after adjudication of the bid.
- 10.1.8 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- 10.1.9 SARS will not be held liable for any expenses incurred by contractors in preparing and submitting tender documentation.

## 10.2 CONTACT WITH SARS

No attempt may be made, whether directly or indirectly, to canvass any member of SARS staff before the award of the contract. Any enquiries must be referred, in writing, to Tender office via email [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za)

- 11 ANNEXURE A - TECHNICAL RESPONSE TEMPLATE
- 12 ANNEXURE B – PRICING SCHEDULE
- 13 ANNEXURE C – REGIONS
- 14 NON COMPULSARY BRIEFING SESSION

Town	Physical Address	Date	Time
Pretoria	SARS Riverwalk Office Park, Block A, Matroosberg Road, Erf 4 , Ashlea Gardens, Ext 6	10 October 2018	10:00

#### 15 CONTRACT DURATION

SARS will enter into a SLA with the successful Bidder(s) for a period of 60 months.

#### 16 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.