

REFERENCE: RFP 68/2018
REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DEVELOPMENT
AND IMPLEMENTATION OF A BUSINESS CONTINUITY
MANAGEMENT PROGRAMME**

DATE ISSUED: 08 February 2019

CLOSING DATE: 08 March 2019, 11H00

TENDER BOX:

**GROUND FLOOR, LINTON HOUSE
BROOKLYN BRIDGE
570 FEHRSEN STREET
BROOKLYN
PRETORIA**

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	OVERVIEW OF SARS	3
3.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	4
4.	LEGISLATIVE FRAMEWORK OF THE BID	4
5.	BRIEFING SESSION	4
6.	DURATION OF CONTRACT	5
7.	TIMELINE OF THE BID PROCESS	5
8.	CONTACT	5
9.	SCOPE OF WORK / REQUIREMENTS	6
10.	CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION	21
11.	INSTRUCTIONS TO BIDDER(S)	21
12.	EVALUATION AND SELECTION CRITERIA	22
12.1	PRE-QUALIFICATION CRITERIA – GATE 0	23
13.	FINANCIAL STATEMENTS	30
14.	AGREEMENTS	30
15.	SPECIAL CONDITIONS OF THIS BID	32
16.	ANNEXURE A1 – TECHNICAL EVALUATION CRITERIA	37
17.	ANNEXURE A2 – TECHNICAL COMPLIANCE CHECKLIST	37
18.	ANNEXURE B – PRICING SCHEDULE	37
19.	ANNEXURE C – CUSTOMER REFERENCE	37
20.	ANNEXURE D – RESOURCE CV	37

1. INTRODUCTION

The South African Revenue Service (SARS) is uniquely placed to contribute to government's plan of action to address socio-economic growth and development, poverty alleviation and job creation. Through the vital role of providing the revenue to fund the full spectrum of initiatives, plans, programmes and strategies of national and provincial government departments, SARS plays a crucial enabling role in government delivery.

2. OVERVIEW OF SARS

Our Mandate

In terms of the South African Revenue Service Act, 1997 (No. 34 of 1997), SARS is mandated to:

- Collect all revenues due;
- Ensure maximum compliance with tax and customs legislation; and
- Provide a customs and excise service that will facilitate legitimate trade as well as protect our borders.

Our Vision

To administer our Tax, Customs and Excise duties in a manner that encourages fiscal citizenship and increased revenue for the State.

Our Mission

To optimise revenue yield, facilitate trade and enlist new tax contributors by promoting awareness of the obligation to comply with South African Tax and Customs laws, and to provide a quality, responsive service to the public.

Our Values

- Integrity
- Fairness
- Respect
- Trust
- Honesty
- Accountability
- Transparency

Our Core Outcomes

- Increased Customs and Excise Compliance
- Increased Tax Compliance
- Increased ease and fairness of doing business with SARS
- Increased cost effectiveness and internal efficiencies
- Increased public trust and credibility.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential service providers herewith referred to as “Bidders” to develop and implement a Business Continuity Management Programme for SARS.

The RFP incorporates, as far as possible, the tasks and responsibilities of the Successful Bidder.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 TAX LEGISLATION

Bidders should be familiar with all tax laws applicable in the Republic of South Africa and should fully comply with such laws.

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 its regulations, as well as, the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3 TECHNICAL LEGISLATION AND/OR STANDARDS

Bidder(s) should be cognisant of all legislation and/or standards specifically applicable to the services.

5. BRIEFING SESSION

A non-compulsory briefing session will be held at Linton House, Brooklyn Bridge, 570 Fehrnsen Street, Brooklyn, Pretoria, to clarify to Bidder(s) the scope and extent of work to be executed. Bidders must refer to paragraph 7 of the RFP document for the date and time of the briefing session.

6. DURATION OF CONTRACT

The Successful Bidder will be appointed for a period not exceeding eighteen (18) months.

7. TIMELINE OF THE BID PROCESS

The validity period for the tender and withdrawal of offers, after the Closing Date and time, is 180 days.

The project timeframes of this Bid are set out below:

Activity	Date Due
Date of issue of RFP	08 February 2019
Non-compulsory briefing session	14 February 2019, 14h00
Questions relating to RFP from Bidder(s)	08 – 22 February 2019
Bid Closing Date	08 March 2019, 11h00
Notice to Bidder(s)	* April / May 2019

All the times given in this bid are South African Standard Time.

Any time or date in this bid is subject to change at SARS' discretion. A reference to a time or date in this bid 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 that specific date or at that specific time. The Bidder accepts that, if SARS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this Bid will otherwise apply equally to the extended deadline.

8. CONTACT

A nominated official of the Bidder(s) can make enquiries only in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email TenderOffice@sars.gov.za and copy rft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send same to the above email addresses.

9. SCOPE OF WORK / REQUIREMENTS

9.1 BACKGROUND

9.1.1 Alignment and context

Business Interruption at an enterprise level has been identified as one of SARS' Top Risks, mainly due to the lack of a coordinated, integrated and standardised approach to managing business continuity in the event of a disaster or major business interruption event. SARS therefore, requires the services of a service provider to conduct business impact analysis, recovery strategies, design and implement a Business Continuity Management Programme for the entire organisation which comprises ten (10) Divisions.

SARS has in the past managed Business Continuity Management (BCM) in an informal decentralised process that focuses on locality, functionality and specific scenarios. This has been an uncoordinated manner that lacks standardisation. The requirement is to standardise and formalise the process at the enterprise level, and to ensure the coordination of structure lower down in the organisation.

The solution must take into account the complexities and diversities in terms of infrastructure and the national footprint. This picture is further complicated by the existence of large campuses, specific scenarios and seasonal implications.

SARS is an industry leader in its ability to leverage technology to achieve its business objectives. An efficient technology disaster recovery plan requires a clear understanding of the output of the assessments and analysis used to confirm the SARS business critical applications, the SARS Recovery Point Objective (RPO) as well as the SARS Recovery Time Objective (RTO), which were previously used as input to the design for the existing SARS Disaster Recovery Landscape and IT Disaster Recovery Plans. Since the last update, SARS application landscape has changed substantially.

9.1.2 SARS Enterprise Structure

The SARS structure is informed by the strategy that underpins delivery of the mandate. The enterprise structure consists of various core and support divisions namely:

No.	Division	Key performance areas
1.	Business and Individual Tax	Develop, coordinate and implement strategies (incl. taxpayer services, interface, systems and education) relating to all individuals (incl. High Net Worth Individuals, Very Important Persons, Tax Exemption Unit and Estates) and businesses (incl. Large Corporates) and own taxpayer

		<p>segments across the value chain</p> <p>Develop metrics to measure taxpayer performance and monitor complaints resolution</p> <p>Develop, coordinate and implement service channels and processing strategies (including contact point design)</p> <p>Identify and consolidate compliance risks in the individual and business taxpayer groups</p> <p>Ensure efficient and effective operation of branch service channels in every region</p> <p>Ensure sufficient resourcing of the nationwide branch footprint (including sub-units for registration verification and delivery of taxpayer education)</p> <p>Process documents received by post in a timely manner</p> <p>Continue back scanning process until all remaining physical tax documents have been transferred into a digital format (both for Tax and Customs)</p> <p>Ensure efficient resourcing and operation of contact centres with well-trained staff that are able to answer all taxpayer queries in a timely manner (including customer support for digital channel)</p> <p>Ensure sufficient coverage of all aspects of SARS (i.e. Tax and Customs) support and provide service during inconvenient hours</p> <p>Manage efficient digital channels, including the website and e-filing</p> <p>Engage effectively with Large Corporates and HNWIs</p> <p>Manage Large Corporates' client account information</p>
--	--	--

		Effectively manage all the VIP taxpayers' processes
2.	Customs and Excise	<p>Ensure that border posts operate effectively (sufficient staff and expertise), and correctly enforce customs laws</p> <p>Conduct onsite inspection of goods, including using dog unit</p> <p>Ensure that state warehouses are maintained securely with accurate records</p> <p>Develop, coordinate and implement Customs and Excise strategies (incl. education, systems, border management and divisional performance management)</p> <p>Develop metrics to measure taxpayer performance</p> <p>Align international customs policy and overall business objectives</p> <p>Identify and consolidate compliance risks for Customs and Excise</p> <p>Develop recommendations for automated and manual case selection rules</p> <p>Select traders / entities cases for enforcement activities</p> <p>Ensure efficient, fair and thorough processing of documents, trader registration, declaration and proof of payment (incl. Inspection decision of medium risk cases)</p> <p>Provide investigative support for Customs, including on road intervention, warehouse raids and other intervention</p> <p>Effectively communicate and collaborate with law enforcement authorities regarding interactions</p> <p>Conduct post-clearance investigation of goods</p>

3.	Enforcement	<p>Conduct civil audits (investigative) on individuals and businesses that were flagged during case selection</p> <p>Collect debt post final demand, including taking necessary legal action</p> <p>Conduct criminal investigation flagged during case selection process</p> <p>Conduct civil audits (compliance) on individuals</p> <p>Conduct Excise audits (compliance and investigative) on traders / entities that were flagged during case selection</p> <p>Conduct Customs audits (investigative) on traders / entities that were flagged during case selection</p>
4.	Digital Information Services and Technology	<p>Determine the technology direction to support the business</p> <p>Create a sustainable long-term plan for technology that sets and manages clear and realistic expectations of what technology can offer in terms of products, services, information and delivery mechanisms</p> <p>Manage the day-to-day activities of the technology functions, with primary emphasis on support, system and network initiatives</p> <p>Lead and manage business systems across functional business areas</p> <p>Manage portfolios to maintain schedule and estimated costs</p> <p>Identify and develop alternative approaches to performing business activities effectively and efficiently</p> <p>Define the needs consideration of alternative sources,</p>

		<p>review technological and economic feasibility, execute risk analysis and cost-benefit analysis, and develop and implement a recommended solution</p> <p>Manage IT investments in a way that satisfies business requirements for improving business processes</p>
5.	Human Capital and Development	<p>Enable SARS to provide service excellence to traders / taxpayers:</p> <ul style="list-style-type: none"> • HR Systems • HC&D service model • Build internal HC&D capacity • Workforce Plan and Redeployment • Recruit / Retain Critical Skills <p>Build a culture of high performance and employee engagement:</p> <ul style="list-style-type: none"> • Employee Value Proposition (EVP) • Talent Management • Career management • SARS Values • Performance and Reward <p>Ensure labour law compliance and applicable governance:</p> <ul style="list-style-type: none"> • Policies and Procedures • Build Capacity and create awareness • Employment Equity and Skills Development • Safety, Health and Wellness <p>Create a learning organisation:</p> <ul style="list-style-type: none"> • Leadership and Management development • Technical competency-based Learning and Development • Learning infrastructure
6.	Governance, International Relations, Strategy and Communication (GISC)	<p>Manage communication and engagement with all stakeholders:</p> <p>Coordinate development of overarching SARS</p>

		<p>strategies, KPIs and targets</p> <p>Support implementation of these across the business (including coordinating PMO, group reporting and business planning)</p> <p>Provide meaningful analyses on trends, revenue and tax statistics through the data analytics function</p> <p>Develop enterprise-level:</p> <ul style="list-style-type: none"> • Governance Framework • Risk Management Framework • Quality Management Framework • Compliance Programme <p>Provide second line assurance and support divisions / business units to:</p> <ul style="list-style-type: none"> • implement and ensure compliance with governance, risk and quality framework; • assist in development of SOPs and function as the custodian of SOPs; and • ensure high quality of output
7.	Finance	<p>Optimise / Provide oversight to revenue collection and accounting</p> <p>Optimise the control-attainment of clean audit opinions</p> <p>Provide Real Estate Infrastructure service at optimal cost, quality and uptime</p> <p>Optimise cost efficiency across the SARS and Group Finance value chain</p> <p>Leverage ICT to maximise accounts' hygiene and automation of reporting across the board</p> <p>Drive enhanced service quality culture</p> <p>Leverage human capital diversity, skills and experience to drive high performance to meet and surpass targets</p>

8.	Legal Counsel	<p>Manage disputes on tax issues (regardless of value) on behalf of SARS</p> <p>Suggest policy improvements and draft new legislation, regulations, etc.</p> <p>Draft and enter into international tax treaties</p> <p>Support non-tax legal issues</p> <p>Provide advice internally on how to ensure that SARS' customer facing processes comply with tax laws</p> <p>Issue binding rulings and non-binding opinions to taxpayers on tax implications of various transactions</p>
9.	Office of the Commissioner (OOC) including Internal Audit and Tax, Customs & Excise Institute	<p>Conduct further investigations when red flags arise during audits</p> <p>Conduct internal audit across all tax types</p> <p>Conduct performance audits</p> <p>Monitor information technology security and data integrity using internal IT audit functions</p> <p>Provide technical support to Internal Audit: Interpreting audit / accounting standards</p> <p>Manage high capability research unit that:</p> <ul style="list-style-type: none"> • Compiles trade statistics to be used in formulating Customs policy • Compiles industry reports to be used in formulating Excise policy <p>Researches effect of changing Tax or Customs and Excise tariff levels on behaviour in the economy</p> <ul style="list-style-type: none"> • Benchmarks Tax, Customs and Excise policy in other countries

		<p>Forecasts impact of macroeconomic factors on revenue</p> <ul style="list-style-type: none"> • Forecasts long-term taxpayer compliance trends • Formulates Tax and Customs gap methodology and conduct gap calculation • Researches and forecasts effectiveness in a broad range of operational areas (e.g. registration, filing, customer service) <p>Researches benchmarks for operational activities in other tax institutes</p>
10.	Large Business and High Net-Worth Individuals Unit	<p>The Large Business Unit seeks to:</p> <ul style="list-style-type: none"> • Enhance compliance focus • Enhance revenue focus • Enhance service and processing focus • Enhance trade facilitation <p>Service and education</p> <ul style="list-style-type: none"> • Provide a dedicated unit that provides end-to-end services • Improve customer experience through enhanced service and centralised authority • Increased ease and fairness of doing business with SARS • Take a holistic and comprehensive approach in the management of LB and HNWIs' tax compliance within their associated wealth structures <p>Enforcement</p> <ul style="list-style-type: none"> • Take measures to improve tax compliance in the LB and HNWI segment, including identifying non-compliant taxpayers and their intermediaries, and using legal and enforcement tools • Increase SARS' focus on Base Erosion and Profit Shifting (BEPS) and other tax avoidance measures

9.1.3 SARS offices

SARS has a presence across the nine (9) provinces and this landscape includes 53 branches, characterised by Large, Medium and Small branches and 82 ports of entry, which vary in business hours from being open 24 hours a day to lesser times. This landscape is further influenced by the complexity of business function on offer and the locality of the office. Other key entities that make up the SARS landscape include Airports, Contact Centres, Campuses, State Warehouses, Mobile Tax Units, Harbours, Mail Centres and Hubs.

9.1.4 SARS Annual Report and Annual Performance Plan (APP)

The SARS Annual report and APP are available on the SARS website www.sars.gov.za.

9.1.5 Core outcome of the Business Continuity Management Programme (BCMP)

BCMP must ensure that should an interruption occur, the following continues to be achieved:

- SARS' mandate of collecting revenue continues unhindered;
- SARS complies with all relevant Tax, Customs and Excise legislation;
- Public trust and credibility of SARS is retained;
- Employees are safe and have trust in SARS;
- The reputation of SARS is protected and improved; and
- SARS information (including Taxpayer Information) is protected, as per applicable legislation.

9.2 DELIVERABLES

The Successful Bidder will be required to deliver the following:

9.2.1 Phase 1: Policy and Programme Management

The Successful Bidder will be required to establish the policy and programme management, which is essentially the phase for planning the business continuity programme of the business. This includes but is not limited to:

- Review any existing Business Continuity Management policies and documentation.
- Review the SARS Governance Framework, as well as the SARS Risk Management Framework.
- Define the scope of the Business Continuity Programme.
- Work with SARS representatives in ensuring good governance of the project.

9.2.2 Phase 2: Business Impact Analysis

The Successful Bidder will be required to conduct a Business Impact Analysis (BIA) across all divisions. The analysis should include but not be limited to:

- Understanding the functions and processes of the business.
- The resources required to ensure the continuity of business areas, critical processes and functions.
- The dependencies (and interdependencies) between and among the business areas, and functions or processes.
- Facilitating consensus on the acceptable or tolerable downtimes for each critical process or function.

9.2.3 Phase 3: Develop and Implement Enterprise BCM Framework, Recovery Strategies and BCM plans

The Successful Bidder will be required to document the planning strategies that will be employed before, during, and after a disruptive event. This includes but is not limited to:

- Finalise the BCM Policy and BCM Framework
- Identifying and documenting resource requirements based on the BIAs.
- Conducting a GAP analysis to determine gaps between recovery requirements and current capabilities.
- Exploring recovery strategy options.
- Selecting recovery strategies with management approval.
- Developing Business Continuity Plans for SARS and all Business Units and critical processes.
 - Develop a Business Continuity Communication Plan and a Crisis Response Plan.
- Investigating and recommending the requirements of a Disaster Recovery automation tool for recovery.
- Investigating and recommending the requirements of a Business Continuity tool to review and maintain documentation.

9.2.4 Phase 4: Validation (Skills Transfer, Testing and Evaluation)

The Successful Bidder will be required to perform at least the following, and such other validation procedures the Successful Bidder motivates as necessary:

- Conducting testing and exercise of BCM plans.
- Conducting skills and knowledge transfer for designated staff per division.
- Develop a BCM orientation / awareness programme.
- Updating the Business Continuity Plans to incorporate lessons learnt from testing and exercises.

9.2.5 Reports and meetings

The Successful Bidder will be required to:

- attend progress update meetings weekly, or as often as SARS determines to be necessary at the commencement of each phase; and
- provide a formal monthly progress report and a comprehensive, consolidated report after every phase of the Business Continuity Management Programme.

9.3 HIGH LEVEL PROJECT DELIVERY APPROACH

The Successful Bidder will be required to follow the proposed high level project delivery approach recommended by SARS, as outlined below, or such alternate approach that the Successful Bidder can motivate for acceptance by SARS:

9.3.1 Phase 1: Policy and Programme Management will be conducted at an enterprise level.

9.3.2 Phases 2, 3 and 4 will be prioritised according to the following clusters of SARS Divisions:

Cluster 1

- Business and Individual Tax (BAIT)
- Customs and Excise (C&E)
- Large Business Centre (LBC)
- Digital Information Services & Technology (DIST)

Cluster 2

- Enforcement
- Finance
- Human Capital and Development (HC&D)

Cluster 3

- Legal Counsel
- Governance, International Relations, Strategy and Communication (GISC)
- OOC (The Office of the Commissioner, Internal Audit and Tax, Customs & Excise Institute)

9.3.3 Critical Areas of focus

SARS has identified the following focus areas that the Successful Bidder will be required to conduct all phases. SARS should be enabled to replicate the Business Continuity Plans to other similar units within the organisation. SARS reserves the right to amend the focus areas.

SARS Entity	Divisions	Office	Focus Area
Campus	Head Office	Lehae La SARS	Lehae La SARS (Pretoria)
Customs Branches	Customs	Airports	ORTIA (Gauteng)
	Customs	Land borders	Beit Bridge opened 24 hours a day (Mpumalanga) Lebombo opened 18 hours a day (Mpumalanga)
	Customs	Harbours	Durban Harbour opened 24 hours a day (KZN)
	Customs	State Warehouses	Kaserne (Gauteng)
	Excise	Branches	Doringkloof (Gauteng)
Tax Branches	BAIT	Large	Pretoria CBD (Gauteng)
	BAIT	Medium	Trescon House (Durban, KwaZulu-Natal)
	BAIT	Mobile Tax Units	Pretoria (Gauteng)
	LBC	Large	Sunninghill (Gauteng)
Contact Centres	BAIT		Alberton (Gauteng)
Hubs	Customs	Customs Compliance Centre	Alberton (Gauteng)
Mail Centre	Customs		ORTIA Kempton Park (Gauteng)
Office & Technology	DIST	Infrastructure	Gauteng
Technology	DIST	e-Services	Gauteng

9.4 BEST PRACTICE STANDARDS

The Successful Bidder must conform to the ISO 22301: 2012 Standards during all phases of the BCM implementation process.

9.5 RESOURCE ALLOCATION

The key personnel that will be recommended to SARS must include at least the following experts:

- A Lead Implementer with a minimum of 10 years of proven experience in major BCM projects and professional certification (FBCI or ISO 22301 Lead Implementer).
- The Lead Implementer must be supported by sufficient BCM consultants with a minimum of 5 years relevant experience in major BCM Projects and professional certification as a BCM implementer.

Resources must be adequate to deliver the full scope of the project within the defined timeline.

9.6 SARS REQUIREMENTS FROM THE BIDDERS / BIDDERS' RESPONSE

9.6.1 COMPANY PROFILE

The Bidders should provide in their response a company profile detailing:

9.6.1.1 Organisation structure and services including,

- An Organogram;
- Services rendered in respect of Business Continuity and related services;
- Years of experience in the industry; and
- The full contact details of the key account manager who will be assigned to SARS, including his/her role and responsibilities. Attach a CV detailing the relevant experience and qualifications, which must be signed by both the Bidder's authorised representative and the resource concerned, in order to confirm that it is accurate and complete.

9.6.2 METHODOLOGY / TECHNICAL APPROACH

The Bidder should provide in their response:

- A detailed proposal of the Bidder's envisaged work plan that describes how the Bidder intends to render the services, which are set forth in paragraph 9.2 above. A Bidder must demonstrate a clear understanding of all tasks and activities in the scope of work.
- A comprehensive project management approach detailing per phase and cluster the recommended:
 - Timelines;
 - Milestones; and
 - Deliverables and outcomes.

Note: Bidders must take into account paragraphs 6 and 9 in their response.

9.6.3 RESOURCES

The Bidder should provide in their response:

- Staff complement / key personnel that will be assigned to SARS for the duration of the project and for each resource provide:
 - Full names;
 - Roles and responsibilities per phase;
 - Number of hours actively involved in the project per phase; and
 - A one-page CV per resource (refer to Annexure D), including:
 - Qualifications and relevant certificates to BCM; and
 - Experience relevant to the scope of services.

NB: The curriculum vitae must be signed by both the Bidder's authorised representative and the resource concerned, in order to confirm that it is accurate and complete.

9.6.4 CAPABILITY

9.6.4.1 Case Study

The Bidder should refer to the scenarios below and prepare a proposal, as per the criteria below:

9.6.4.1.1 Conduct a Business Impact Analysis of all four scenarios.

- Indicate how they will go about identifying all the processes which are relevant in each scenario;
- Indicate how they would prioritise which of these processes are critical; and
- Indicate how they define all interdependencies.

9.6.4.1.2 Recommend recovery strategies for each scenario.

Scenario 1

SARS has a Branch, situated in a major metropolitan city centre, which employs in excess of 200 staff and services up to 4000 taxpayers per day. This office works normal office hours, with a 5 day work week. During peak periods this is increased to extended hours and a 6 day week. The building and infrastructure is aging and often battles to cope with the long queues and high volumes. The entire process is automated and fully dependent on system uptime! There is a business interruption due to an act of nature.

Scenario 2

SARS operates a Contact Centre with more than 180 agents. They are located in a shared services environment and are totally dependent on system availability. This group is highly

unionised and working conditions are often raised as a concern!

Scenario 3

At the Beitbridge Border Post SARS processes high volumes of trucks, at least 500 trucks a day. This includes fuel tankers, coal, gas, etc. which are considered hazardous. SARS has also experienced traders' trucks colliding with each other due to malfunctioning brakes. Trucks may also collide with vehicles parked close to the port and cause structural damages to infrastructure.

Scenario 4

SARS is dependent on an annual allocation from National Treasury to fund its operations. Limited financial resources could lead to a reduction in the rate of salary increases, benefits and/or staff numbers. This could lead to industrial action. Industrial action could make it impossible to physically access Head Office (Block E) and the data centre service could be completely unreachable, including remotely.

9.6.4.2 Experience

Provide a schedule of the Bidder's experience and proven track record over the past five (5) years, in implementing Business Continuation Management Programmes at various organisations that are similar to or more complex than SARS.

The schedule must include for each client the following information:

- Client name and industry;
- Contact person, phone number and company business address;
- Contract period;
- Description of the project;
- Challenges; and
- How the challenges were overcome.

Please note that SARS reserves the right to contact the clients for a reference check and site inspection. It is therefore important to ensure that the clients listed on the schedule are contactable.

9.6.5 TESTIMONIALS

Bidders are required to submit testimonials (not older than 5 years) from two (2) current / recent clients similar to or more complex than SARS where a Business Continuation Management Programme was implemented. The testimonials need to be completed as per Annexure C. Each testimonial must be on a client (i.e. company) letterhead and include but not be limited to:

- A brief description of services rendered;
- Quality of service; and
- Performance (Testing and Evaluation).

9.6.6 SKILLS TRANSFER PLAN

Bidders must demonstrate their approach to ensure skills and knowledge transfer to nominated SARS BCM champions.

10. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Service providers and suppliers who wish to render services 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 Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury maintains 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.

11. INSTRUCTIONS TO BIDDER(S)

- 11.1 Bids must be properly packaged and deposited on or before the Closing Date and time, stipulated on the cover page, in the tender box situated at the main entrance of the SARS Procurement Centre:

Ground Floor - Linton House
Brooklyn Bridge
570 Fehrsen Street
Brooklyn
Pretoria

- 11.2 Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.
- 11.3 Bid documents will only be considered if received by SARS before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.
- 11.4 Late bids will not be accepted and shall be returned to Bidder(s).
- 11.5 The Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) USB

with the contents of each file.

- 11.6 Pricing information should not be included in the technical file (File 1). Each file and information in the USB must be labelled and submitted in the following format:

Table 11A: File packaging

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> Bidder Compliance Checklist for the Technical Evaluation (Annexure A2) Bidder's responses and supporting documents to paragraph 9.6
FILE 2 (PRICE, BEE & FINANCIAL STATEMENTS)	
Exhibit 1 <ul style="list-style-type: none"> B-BBEE Certificate SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule
Exhibit 3 Three (3) years audited/reviewed financial statements	
Note: SARS requests that Bidders use Lever Arch files to package their proposals.	

12. EVALUATION AND SELECTION CRITERIA

Bidders shall be evaluated and selected based on set minimum standards (Gates) that SARS sets out below. The minimum standards consist of the following Gates:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all Standard Bidding Documents as outlined in paragraph 12.1
- **Technical Evaluation Criteria (Gate 1)** – Bidder(s) will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy (70) points must be achieved. The process is outlined in paragraph 12.2.
- **Price and B-BBEE evaluation (Gate 2)** – Bidders that have been shortlisted in Gate 1, will be evaluated out of one hundred (100) points. Price will be evaluated out of eighty (80) points and B-BBEE out of twenty (20) points. The process is outlined in paragraph 12.3.

12.1 PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this Bid, a Bidder must submit the documents listed in **Table 12A** below. Documents must be completed and signed by the duly authorised representative of the prospective Bidder. The Bidder's proposal may be disqualified for non-submission of any of the documents.

Table 12A: Documents that must be submitted for Pre-Qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO – Non-submission will lead to a zero score for B-BBEE.
Declaration of bidder's Past Supply Chain Management Practices – SBD 8	NO – Please complete and sign the supplied pro forma document.
Certificate of Independent bid Determination – SBD 9	NO – Please complete and sign the supplied pro forma document.
Central Supplier Database System Registration Report from National Treasury	NO – Bidders must register on the Central Supplier Database system and submit the report as confirmation of registration. The Successful Bidder will be expected to be registered on CSD before contracting.
General Conditions of Contract (GCC)	NO – Please sign the supplied GCC.
SARS' Oath / Affirmation of Secrecy	YES – Bidders and resource(s) to complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Supplier cost and risk assessment questionnaire	NO – Please complete and sign the supplied pro forma document.

12.2 TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only Bidder(s) that have met the Pre-Qualification Criteria in Gate 0 will be evaluated in Gate 1 for functionality / technical. Functionality (Technical Evaluation) will be out of 100 points.

Bidder(s) that achieve a minimum threshold of **70** points out of **100** points for technical evaluations to proceed to Gate 2: Price and BEE evaluations.

The table below illustrates the summary for the technical evaluation.

Table 12B: Evaluation Criteria

No.	TECHNICAL EVALUATION CRITERIA	Weight
12.2.1	COMPANY PROFILE	5
	<p>Bidders should provide a company profile that includes:</p> <ul style="list-style-type: none"> • An organogram; • Services rendered in respect of Business Continuity and related services; • Years of experience in the industry; and • The full contact details of the key account manager who will be assigned to SARS, including his/her role and responsibilities. Attach a CV detailing the relevant experience and qualifications. 	
12.2.2	METHODOLOGY / TECHNICAL APPROACH	15
	<p>The Bidder should provide in their response:</p> <ul style="list-style-type: none"> • A detailed proposal of the Bidder's envisaged work plan that describes how the Bidder intends to render the services which are set forth in paragraph 9.2. A Bidder must demonstrate a clear understanding of all tasks and activities in the scope of work. • A comprehensive project management approach detailing per phase and cluster the recommended: <ul style="list-style-type: none"> ○ Timelines; ○ Milestones; and ○ Deliverables and outcomes. 	
12.2.3	RESOURCES	20
	<p>The Bidder should provide in their response:</p> <ul style="list-style-type: none"> • Staff complement / key personnel that will be assigned to SARS for the duration of the project and for each resource provide: <ul style="list-style-type: none"> ○ Full names; ○ Roles and responsibilities per phase; ○ Number of hours actively involved in the project per phase; and ○ A one-page CV per resource including: <ul style="list-style-type: none"> - Qualifications and relevant certificates to BCM; and - Experience relevant to the scope of services. 	

No.	TECHNICAL EVALUATION CRITERIA	Weight
12.2.4	CAPABILITY	40
12.2.4.1	<p>Case Studies (Refer to paragraph 9.6.4)</p> <p>The Bidder should refer to the scenarios in paragraph 9.6.4.1 above and prepare a proposal, as per the criteria below:</p> <ul style="list-style-type: none"> • Conduct a Business Impact Analysis of all four scenarios. <ul style="list-style-type: none"> ○ Indicate how they will go about identifying all the processes which are relevant in each scenario; ○ Indicate how they would prioritise which of these processes are critical; and ○ Indicate how they define all interdependencies. • Recommend recovery strategies for each scenario. 	
12.2.4.2	<p>Experience</p> <p>Provide a schedule of the Bidder's experience and proven track record over the past five (5) years, in implementing BCM programmes at various organisations that are similar to or more complex than SARS.</p> <p>The schedule must include for each client the following information:</p> <ul style="list-style-type: none"> • Client name and industry • Contact person, phone number and company business address; • Contract period; • Description of the project; • Challenges; and • How the challenges were overcome. <p>Please note that SARS reserves the right to contact the clients for a reference check and site inspection. It is therefore important to ensure that the clients listed on the schedule are contactable.</p>	
12.2.5	TESTIMONIALS	10
	<p>Bidders are required to submit testimonials (not older than 5 years) from two (2) current / recent clients similar to or more complex than SARS where a Business Continuation Management Programme was implemented.</p> <p>Each testimonial must be on a client (i.e. company) letterhead and include but not be limited to:</p> <ul style="list-style-type: none"> • A brief description of services rendered; • Quality of service; and • Performance (Testing and Evaluation). 	

No.	TECHNICAL EVALUATION CRITERIA	Weight
12.2.6	SKILLS TRANSFER PLAN	10
	Bidders must demonstrate their approach to ensure skills and knowledge transfer to nominated SARS BCM champions.	
TOTAL		100

Note: Bidders should refer to Annexure A1 for the detailed technical evaluation criteria.

12.3 PRICE AND B-BBEE EVALUATION (GATE 2) (80 + 20) = 100 POINTS

12.3.1 Stage 1 – Price Evaluation (80 points)

12.3.1.1 Bidders must refer to Annexure B. Bidders are required to consider the following prior to completion of the pricing schedule:

12.3.1.1.1 Bidders should note that SARS reserves the right to accept part of a Bid (as per the pricing template) rather than the whole bid proposal;

12.3.1.1.2 The Bidder's pricing must be **all cost inclusive**. No cost escalations will be considered once the Successful Bidder has been appointed. Furthermore, a Bidder must note that it will not be entitled to recover accommodation, travel or subsistence costs from SARS; and

12.3.1.1.3 According to National Treasury Instruction No. 03 of 2017/2018 paragraph 4.3 of Cost Containment Measures: *“Accounting officers and accounting authorities must adopt a fair and reasonable remuneration framework for consultants, taking into account –*

(a) ...

(b) *The “Guide on Hourly Fee Rates for Consultants”, as issued by the Department of Public Service and Administration (DPSA)”.*

Table 12C: Price evaluation formula

Adjudication Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

Where

P_s = Points scored for price of Bid under consideration

P_t = Price of Bid under consideration

P_{\min} = Price of lowest acceptable Bid

12.3.2 Stage 2 – B-BBEE Evaluation (20 points)

The checklist below indicates the B-BBEE documents that must be submitted for this Bid. Failure to submit the required documents 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.	20

12.3.2.1 Bid Evaluation Process Gate 2: B-BBEE EVALUATION

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

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate.

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

Table 12D: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit (Preferably a Department of Trade and Industry [DTI] Affidavit) or a Certificate from the Companies and Intellectual Property Commission (CIPC) or a B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency, or a sworn affidavit (Preferably a DTI Affidavit). This is only applicable to QSEs with 51% Black Ownership and above.
Large Entity (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 Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Certificate from the Companies and Intellectual Property Commission (CIPC) 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.

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 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 as a legal entity, provided that the entity submits their consolidated B-BBEE status level Verification Certificate scorecard and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Sub-contracting

Bidders, who submit bids for projects, will have to fully comply with Regulation 12 of the PPPFA Act with regard to sub-contracting should the Bidder choose to subcontract.

Regulation 12 – Subcontracting after award of tender

1. *A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.*
2. *A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.*
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 of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the sub-contract.*

Proof of Existence: Joint Ventures and/or Sub-Contracting

Bidders must submit concrete proof of the existence of joint ventures and/or sub-contracting arrangements. SARS will accept signed agreements as acceptable proof of the existence of a joint venture and/or sub-contracting arrangement.

The joint venture and/or sub-contracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or sub-contracting party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or sub-contracting arrangement.

12.3.3 Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated to determine the Successful Bidder.

13. FINANCIAL STATEMENTS

Bidders are required to submit complete sets of audited or 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 the shortlisted bidders.

- The annual financial statements must contain:
 - Statement of Financial Performance;
 - Statement of Financial Position;
 - Cash Flow Statement ; and
 - Notes to the Financial Statements.
- 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.
- 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 JV, the following is required:
 - Annual financial statements of the JV; and
 - A JV legal agreement detailing the percentage ownership of each entity.

SARS reserves the right to request further information with regards to the annual financial statements of a bidder at a later stage.

14. AGREEMENTS

14.1 GENERAL CONDITIONS OF CONTRACT

Any award made to a Bidder under this bid is conditional, amongst others, upon –

14.1.1 The Bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the Successful Bidder.

14.1.2 The Bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the Bidder.

14.2 SERVICES AGREEMENT

14.2.1 Upon award, SARS and the Successful Bidder will conclude an agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft Services Agreement included in this tender pack. SARS will not accept any “standard terms and conditions” or other contract that may be presented to it by the Successful Bidder.

14.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement upon the award of this RFP.

14.2.3 Bidders are not required to sign the draft Services Agreement when submitting the Bidder’s proposal.

14.2.4 According to National Treasury Instruction Note No. 03 of 2017/18 at paragraph 4.8, *“Accounting officers and accounting authorities must ensure that appropriate monitoring and reporting requirements are set for all consultancy contracts and that penalty provisions are invoked when deemed necessary”*.

14.2.5 Insurance

The Successful Bidder will be required, on or before the effective date of the Services Agreement and for the duration thereof, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation, professional indemnity insurance cover.

14.2.6 Liability

14.2.6.1 The Successful Bidder / Service Provider shall be liable to SARS for any direct damages incurred by SARS due to failure by the Service Provider to perform its obligations in the manner required by the Services Agreement between the Parties.

14.2.6.2 The Successful Bidder / Service Provider shall further be liable to SARS for all indirect and consequential or special damages and/or Losses, (including legal costs) suffered by SARS because of gross negligence, wilful misconduct, a breach of confidentiality provisions stipulated in the signed Services Agreement between the Parties, infringement of a third party’s intellectual property rights, or a criminal act committed by the Service Provider or any Key Personnel of the Service Provider.

15. SPECIAL CONDITIONS OF THIS BID

15.1 SARS reserves the right:

15.1.1 Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;

15.1.2 To negotiate with one or more Preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s);

15.1.3 To accept part of a Bid rather than the whole Bid;

15.1.4 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 Bidder(s) have been notified of their status as such;

15.1.5 To correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process; and/or

15.1.6 To disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

15.2 SARS requires Bidder(s) to declare

In the Bidder's Technical response, Bidder(s) are required to declare the following:

15.2.1 Confirm that the Bidder(s) is to:

15.2.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;

15.2.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;

15.2.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;

15.2.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

15.2.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;

- 15.2.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 15.2.1.7 Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 15.2.1.8 Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

15.3 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- 15.3.1 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 Bid;
- 15.3.2 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;
- 15.3.3 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;
- 15.3.4 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;
- 15.3.5 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;
- 15.3.6 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;

15.3.7 Has in the past engaged in any matter referred to above; or

15.3.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

15.4 BIDDER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS

This document contains the terms and conditions of this bid and Bidders must not qualify the specifications or come up with their own terms and conditions. SARS reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

15.5 MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT

The Bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SARS relies upon the Bidder's Tender as a material representation in making an award to a Successful Bidder and in concluding an agreement with the Bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the Services Agreement between SARS and the Bidder for the provision of the Service in question.

15.6 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this Bid and all other costs incurred by it throughout the Bid process. Furthermore, no statement in this Bid will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this Bid.

15.7 INDEMNITY

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

15.8 PRECEDENCE

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

15.9 LIMITATION OF LIABILITY

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

15.10 TAX COMPLIANCE

No tender shall be awarded to a Bidder whose tax affairs are not 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.

15.11 NATIONAL TREASURY

No tender shall 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 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.

15.12 GOVERNING LAW

South African law governs this Bid and the Bid 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 Bid, the Bid itself and all processes associated with the Bid.

15.13 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 12.3.2 above. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all

times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

15.14 CONFIDENTIALITY

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

Throughout this Bid 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 Bid relates; or (ii) the process which follows this Bid. Failure to adhere to this requirement may result in disqualification from the Bid process and civil action.

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

15.15 INTELLECTUAL PROPERTY

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

15.16 SARS PROPRIETARY INFORMATION

A Bidder must make a declaration on their Bid covering letter that they did not have access to any 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.

15.17 SCREENING AND VETTING OF SERVICE PROVIDER

Acceptance of this tender is subject to the condition that both the Successful Bidder 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 Successful Bidder concerned. If the Successful Bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

16. ANNEXURE A1 – TECHNICAL EVALUATION CRITERIA
17. ANNEXURE A2 – TECHNICAL COMPLIANCE CHECKLIST
18. ANNEXURE B – PRICING SCHEDULE
19. ANNEXURE C – CUSTOMER REFERENCE
20. ANNEXURE D – RESOURCE CV