

REFERENCE: RFP 03/2021

REQUEST FOR PROPOSAL

DESCRIPTION:

PROVISION OF PROFESSIONAL SERVICES RELATED TO THE PROTECTION
OF PERSONAL INFORMATION ACT NO. 4 OF 2013

DATE ISSUED: 14 September 2021

CLOSING DATE: 07 October 2021 at 11:00am

TENDER BOX:

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1. INTRODUCTION

The South African Revenue Service (SARS) is uniquely placed to contribute to the 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 for government service delivery.

2. OVERVIEW OF SARS

Our Mandate

The SARS Act, 1997, enables SARS to:

- Collect all revenue due;
- Ensure optimal compliance with Tax and Customs legislation; and
- Provide a Customs service that optimises revenue collection, protect our borders and facilitate legitimate trade.

The primary legislation that SARS administers includes:

- Income Tax Act, 1962;
- Customs and Excise Act, 1964;
- Value-Added Tax Act, 1991;
- Tax Administration Act, 2011; and
- Employment Tax Incentive Act, 2013.

SARS Higher Purpose

Our work enables Government to build a capable State, to foster sustainable economic growth and social development that serves the wellbeing of all South Africans.

Our Strategic Intent

Our mandate is to collect all revenue due; ensure optimal compliance with tax and customs legislation; provide a customs service to optimise revenue, border protection and facilitate legitimate trade. To give effect to our mandate, our Strategic Intent is to develop a Tax & Customs system based on Voluntary Compliance.

Our Vision

It is our Vision to build a smart modern SARS with unquestionable integrity that is trusted and admired.

Our Mission

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

Our Strategic Objectives

In support of our Strategic Intent and to give effect to our compliance philosophy, we have identified and committed to achieving nine (9) Strategic Objectives to guide and inform our efforts and decisions and focus our resources over the course of this planning cycle. Our nine (9) Strategic Objectives are as follows:

- Provide Clarity and Certainty for taxpayers and traders of their obligations;
- Make it easy for taxpayers and traders to comply with their obligations;
- Detect taxpayers and traders who do not comply, and make non-compliance hard and costly;
- Develop a high performing, diverse, agile, engaged and evolved workforce;
- Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, derive insight and improve outcomes;
- Modernise our systems to provide digital and streamlined online services;
- Demonstrate effective resource stewardship to ensure efficiency and effectiveness in delivering quality outcomes and performance excellence;
- Work with and through stakeholders to improve the tax ecosystem; and
- Build public trust and confidence in the tax administration system.

Our Values

Endeared by a sense that we serve a Higher Purpose in the service of South Africans, and committed to the fulfilment of our Mission & Mandate, we hold the following values dear:

- Uncompromising regard for Taxpayer Confidentiality;
- Unquestionable Integrity, Professionalism and Fairness;
- Exemplary Public Service; and
- Incontestable insights from Data and Evidence.

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 Provider(s) with a **minimum B-BBEE status level 4** for the provision of professional services related to the protection of personal information in SARS in line with the Protection of Personal Information Act No. 4 of 2013.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential Service Provider required by SARS.

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

4. LEGISLATIVE METHODOLOGY OF THE BID

4.1. TAX LEGISLATION

When submitting a bid to SARS, Service Provider(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 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

Service Provider(s) should be cognisant of the **Protection of Personal Information Act, 2013 (Act No. 4 of 2013)** [hereinafter "POPIA"] and all legislation and/or standards specifically applicable to the services.

5. BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated. Interested parties will find the details/link of the meeting on the SARS website three (3) days prior to the briefing session date as indicated on Table 1 below.

6. DURATION OF CONTRACT

The successful Bidder will be appointed for a period of twelve (12) months.

7. TIMELINE OF THE BID PROCESS

The **validity period** of the tender and the withdrawal of offers, after the closing date and time, is one hundred and eighty (180) days.

The project timeframes of this Bid are set out below:

Table 1: Timelines

Activity	Date Due
Advertisement of Bid in the: - National Treasury Tender Portal.	14 September 2021
Distribution of Bid documents on SARS website	14 September 2021
Questions relating to the bid from Service Provider(s)	20 September 2021
Non-compulsory Briefing Session Date	20 September 2021 at 14:00
Bid Closing Date	07 October 2021 at 11:00am
Notice to Service Provider(s)*	*December 2021
Contract Commencement date	*January 2022

*Dates subject to change

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

Any time or date in this bid is subject to change at SARS's sole discretion. The establishment of 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 the date established. The Service Provider accepts that, if SARS extends the deadline (the Closing Date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT

A nominated official of the Service Provider(s) can make enquiries in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc rft-professionalservices@sars.gov.za. Service Providers must reduce all telephonic enquiries to writing and send them to the above email addresses.

9. SCOPE OF WORK/SPECIFICATION/BUSINESS REQUIREMENTS

9.1. BACKGROUND

SARS, as a "Responsible Party", processes large volumes of data and stores confidential personal records of *inter alia* taxpayers, traders, travellers (U3TM), intermediaries, staff, tenderers, suppliers. SARS further utilises third party service providers herein referred to as "Operators", to process the data in its possession. Personal information that SARS deals with includes information relating to an identifiable, living, natural person and/or juristic person. This is information related to but not limited to taxpayer information, employee information, trader information, service provider information and operational information (e.g. internal communications, financial information etc.) and third parties who may be exposed to or required to have access to protected and classified information.

The SARS' Strategic Objectives number five (Increase the use of data to improve integrity) and number nine (Build public trust and confidence in the tax administration system) are the key objectives that must meet the regulatory compliance mandate to POPIA. Failure to comply with the requirements of POPIA could have dire consequences as it allows for civil action by both natural and juristic persons against any Responsible Party, who fails to carefully manage the capturing and storing of Personal Information whether they utilise Operators or not in the processing of the data.

Whilst the focus of POPIA is on compliance, the approach is to implement compliance in such a way that it delivers business value (the various Compliance Frameworks), so that it allows for improvements in efficiencies and

effectiveness, and done in such a way as to meet the compliance requirements. To date SARS has completed the following in relation to POPIA Compliance (albeit some at a high level):

- POPIA Compliance Framework;
- SARS High Level POPIA Personal Information Impact Assessment (PIIA) document;
- SARS Promotion of Access to Information Act (PAIA) / POPIA Manual (updated);
- POPIA Compliance Risk Management Plans in relation to existing controls and required controls;
- Training and awareness provided to all SARS officials;
- Designation and delegation to Deputy Information Officers;
- POPIA Policy.

It is against this backdrop that SARS now seeks to complete a readiness assessment towards POPIA compliance by utilising experienced external consultants to assist with the preparation of the Compliance Frameworks and provide an in-depth analysis of the Personal Information Impact Assessments, in order to prepare the organisation to incorporate POPIA as part of day-to-day operations.

9.2. SCOPE OF SERVICE

9.2.1. POPIA Readiness across SARS

The Service Provider is expected to undertake the following activities associated with the readiness for POPI Compliance in terms of the POPIA:

- 9.2.1.1. Detailed review of the SARS high level PIIA to ensure that it provides adequate measures and industry standards for SARS business units to comply with conditions for lawful processing of personal information.
- 9.2.1.2. Perform an analysis of all SARS business areas at an enterprise level (as listed in the SARS Structure – Annexure E) that process personal information to identify all the gaps that exist in terms of the POPIA requirements. This will include a detailed analysis to identify information that constitutes personal information for POPIA purposes, where the personal information resides, who is processing it and for what purpose.
- 9.2.1.3. Detailed review and input into the current Compliance Framework in terms of the eight processing conditions of POPIA.
- 9.2.1.4. Provide a compliance monitoring template (preferably in MS excel format) that will enable SARS to monitor the implementation of appropriate controls where gaps have been identified.

Deliverables:

A fully consolidated Readiness Report providing:

- i. An analysis against industry and international best practice in terms of legislative and policy requirements;

- ii. PIIA review with clearly identified gaps, recommendations and action plans;
- iii. Review of the Compliance Framework with clearly identified gaps, recommendations and action plans; and
- iv. POPIA Compliance monitoring template (preferably in MS excel format) to monitor implementation.

9.3. SERVICE PROVIDERS RESPONSES/BID SUBMISSIONS

Service Providers are required to submit their responses to all the requirements in this paragraph.

9.3.1. Company Profile

The Bidder must provide in their response a company profile that includes:

- Services rendered in respect of ISO27001 and related services with specific attention to the POPIA.
- Years of experience in providing POPIA related consulting in government institutions and/or financial industry.
- 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 (information required but will not be scored).

9.3.2. Methodology / Technical Approach

The Bidder must provide in their response:

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

With the focus on the following business areas:

- Employee Information
- Taxpayer Information
- Trader Information

- Information related to Trusts

9.3.3. Resources

The Bidder must provide in their response:

- Project Lead and personnel that will be assigned to SARS for the duration of the project and for each resource provide:
 - Full names;
 - Roles and responsibilities;
 - Number of hours actively involved in the project per activity; and
 - A one-page CV per resource including:
 - Qualifications and relevant certificates to ISO 27001; 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.

9.3.4. Capability

9.3.4.1. Case Study

Corporate Revenue Services (CRS) is a service provider contracted by Radiant Vision (RV) for debt collection. RV is registered as a financial service provider operating within the Southern African Development Community (SADC) with its head office in Johannesburg, South Africa. Both parties' information security policies are aligned to the ISO 27001/2 standards. The companies have a long standing and historic relationship for more than sixteen years. Employees of both companies have personal relationships with each other and invitations to corporate and private events are common practice.

Since early 2014, Patrick, an analyst with CRS was dedicated to the RV contract and his sole task on Fridays was to prepare a management report for the client that must be submitted to them by the Monday morning. To prepare this report, he had access to relevant client personal information of RV. He has been dedicated to this contract for the last thirteen years and RV management frequently calls on him to provide them with *ad-hoc* reports. When Patrick was initially appointed to the RV contract, it took him three days to gather the information from RV and many hours liaising with their staff interpreting and analysing the data. CRS and RV eventually agreed to have Patrick working from RV's offices and given direct access to their core customer data. Eventually,

more work was given to Patrick and he started working over weekends to prepare the management report, as RV management wanted more relevant information for decision making. As he was not provided with remote access to RV's systems due to strict IT security policies, he downloaded the information on Fridays to work on his report. In his fourth year working on the RV contract, Patrick could eventually complete his report by midday on a Friday. However, since he was continuously contacted over the weekend to assist RV management, he kept on downloading the data on an external hard drive.

On the morning of 2 July 2021, Patrick routinely opened his desk's drawer and wanted to proceed with downloading RV's customer data. He immediately became concerned as he could not locate the external hard drive that he dropped in the draw the Monday morning. After searching everywhere and enquiring from nearby RV employees, he immediately reported the matter to the RV Debt Collection Manager. When confirming to the manager what customer data was on the hard drive, the manager immediately reported this to the Chief Financial Officer (CFO) and RV's Risk Manager as he informed them that the information was not encrypted, neither password protected. The loss of the hard drive was brought to the Chief Executive Officer's (CEO) attention within two hours.

The CEO requested a preliminary report and then summoned the head of IT Security, CFO and Head of Legal Services to his office. He instructed that an investigation be launched and no efforts be spared to find the missing hard drive. Patrick was instructed to retrace his steps since he last had the hard drive in his possession and sent home.

In reference to the case study above, how should RV respond to the following?

1. The relevant controls specifying management's responsibility to ensure procedures are developed and communicated adequately within RV (list the procedures).
2. Name the two controls objectives in RV's InfoSec policy that should govern the relationship with CRS.
3. What group of people should the CEO of RV activate to respond to the incident and name at least four members that should be included?
4. In terms of the POPIA, what reporting duties, responsibilities and obligations does CRS have and to whom?

9.3.4.2. Bidder's Track Record

Provide a schedule of the Bidder's track record over the past five (5) years, in Information Security Management System with specific reference to Privacy legislation in providing recommendations and action plans within private and/or public sectors that are similar to or more complex than SARS. The schedule must be completed by using **Annexure C1**.

The schedule must include for each client the following information:

- Client name and industry;
- The contact person, phone number and company business address;
- Contract period;
- Description and scope of the project;
- Challenges; and
- Lessons learnt.

9.3.5. Testimonials

Bidders are required to submit testimonials from two (2) current / recent clients similar to or more complex than SARS (not older than 5 years) where an Information Security Management System with specific reference to compliance with Privacy legislation was rendered. The testimonials should be completed using **Annexure C2**. Each testimonial must be on a client (i.e. company) letterhead and include but not be limited to:

- The contact person, phone number and company business address;
- A brief description of services rendered;
- Quality of service; and
- Compliance indicator in terms of the services received.

Note: SARS may contact the clients for a reference check. It is therefore important to ensure that the clients listed are contactable.

9.3.6. Skills Transfer Plan

The Bidder must demonstrate their approach to ensure skills and knowledge transfer to nominated SARS POPIA champions.

10. INSTRUCTIONS TO SERVICE PROVIDER(S)

10.1. Registration on Central Supplier Database

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are

expected to abide by the following provisions. CSD can be accessed via the following link:
<https://secure.csd.gov.za/>

Service Provider(s) who wish to render services to SARS will no longer register at SARS directly. Service Providers will have to register on National Treasury Central Supplier Database (CSD) as per National 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.

- 10.2. Bids must be properly packaged and deposited in the below mentioned tender box on or before **Closing Date** and **time** at the SARS Tender Office situated at:

Lehae La SARS
Pretoria Head Office
299 Bronkhorst Street,
Nieuw Muckleneuk,
Pretoria,
0181

- 10.3. Bid documents may also be posted to the Tender Office - SARS Procurement Department, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria, 0181.
- 10.4. 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.
- 10.5. Late bids will not be accepted and shall be returned to Service Provider(s).
- 10.6. The Service Provider(s) are required to submit one (1) copy of each file (original and duplicate) and one (1) USB with the contents of each file by the Closing Date and time.
- 10.7. Each file and USB must be **marked correctly and sealed separately** for ease of reference during the evaluation process. Pricing information should not be included in the Technical file. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents) 	Exhibit 2 <ul style="list-style-type: none"> Service Provider's Compliance Checklist for the Technical Evaluation Response to Technical Requirements as per paragraph 9.3 of the RFP document. Supporting documents for the technical responses as per paragraph 9.3 of the RFP document.
Exhibit 3 <ul style="list-style-type: none"> General Conditions of Contract (GCC) Draft Services Agreement 	
FILE 2 (ONLY PRICE AND B-BBEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> SBD 6.1 Preference Point Claim Form B-BBEE Certificate 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule
Note: SARS request that Bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that Service Provider(s) must meet in order to be evaluated and selected as a successful Service Provider.

The minimum standards consist of the following:

- **Pre-Qualification Criteria (Gate 0)** – Service Provider(s) must submit all documents, as outlined in paragraph 11.1 below.
- **Technical Evaluation Criteria (Gate 1)** – Service Provider(s) will be evaluated out of 100 points for functionality. The detailed process for the technical evaluation is outlined in paragraph 11.2 below.
- **Price and B-BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 and B-BBEE 20 points. The process is outlined in paragraph 11.3 below.

11.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS's other critical requirements for this bid, a Service Provider(s) must submit the documents listed in **Table 11A** below. All documents must be completed and signed by the duly authorised representative of the prospective Service Provider(s). A Service Provider's proposal may be disqualified for non-submission of any of the documents.

Table 11A: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Central Registration Report (Central Database System) from National Treasury	YES – Bidders must register on the Central Database System and submit the Report as confirmation of registration.
SARS' s Oath / Affirmation of Secrecy	YES – Complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page. Date of signature must be the same as the date of the Commissioner of Oath's signature.
Invitation to Bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Pricing Schedule	YES – Submit full details of the pricing proposal to SARS in Annexure B .
Declaration of Interest – SBD 4	YES – Fully complete or answer the questions accurately and sign. Add a supplementary document in the event that the SBD form does not provide adequate space. This is where we require Shareholding, Directorship, Management and Key Personnel. If there is a Holding Company and/or Trusts etc. all persons, including beneficiaries, must be disclosed.
Preference Point Claim Form – SBD 6.1	NO – Non-submission will lead to a zero score on B-BBEE.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.

Name of the document that must be submitted	Non-submission may result in disqualification
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES – Complete and sign the supplied pro forma document.
Service Provider Compliance checklist for Technical Evaluation – Annexure A2	NO – Complete to assist with ease of reference during evaluation.
A complete set of audited / reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity	YES – Please submit.

Only Bidder(s) that have met the pre-qualification criteria mentioned in Table 11A will be evaluated for compliance with the Mandatory Requirement.

In line with the Government's objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement. The pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30% to-
 - i. An EME or QSE which is at least 51% owned by black people;
 - ii. An EME or QSE which is at least 51% owned by black people who are youth;
 - iii. An EME or QSE which is at least 51% owned by black people who are women;
 - iv. An EME or QSE which is at least 51% owned by black people with disabilities;
 - v. An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
 - vi. A cooperative which is at least 51% owned by black people;
 - vii. An EME or QSE which is at least 51% owned by black people who are military veterans; and
 - viii. An EME or QSE.

A tender that fails to meet any qualifying criteria stipulated in the tender documents is **NOT** an acceptable tender and will result in the **immediate disqualification** of a Bidder.

In respect of this RFP, the minimum B-BBEE status level of contributor must be **level 4**, as appears in Table 11B.

Table 11B: Mandatory Requirements

Mandatory Requirement	Non-submission WILL result in disqualification
Minimum B-BBEE status level 4	YES – Submit a valid B-BBEE status level verification certificate or sworn affidavit (whichever applicable according to SBD 6.1) with a minimum B-BBEE status level 4.

11.2. TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only Bidders that have met the Pre-Qualification Criteria in Gate 0 will be evaluated in Gate 1 for functionality / technical. Functionality will be evaluated as follows:

The criterion is outlined **Annexure A1: Technical Evaluation Criteria**. Bidders that achieve a minimum threshold of **70** points out of **100** points for the technical evaluation will proceed to Gate 2: Price and BEE evaluations.

Refer to Annexure A1 for the breakdown of the Technical Evaluation Criteria.

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

11.3.1. Stage 1 – Price Evaluation (80 points)

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

11.3.1.1.1 The Bidder's pricing must be **all cost inclusive**. No cost escalations will be considered once the successful Bidder has been appointed; and

11.3.1.1.2 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 11C: Price evaluation formula

Adjudication Criteria	Maximum 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 = Rand value of Bid under consideration
 P_{\min} = Rand value of lowest acceptable Bid

11.3.2. Stage 2 – B-BBEE Evaluation (20 points)

a. B-BBEE Requirements

In line with the requirements of the Preferential Procurement Regulations, 2017 (Government Gazette No. 40553) 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. Bid Evaluation Process Gate 2: B-BBEE EVALUATION

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

Adjudication Criteria	Maximum Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1), including paragraph 7 thereof relating to the subcontracting of the services, and a B-BBEE certificate.	20

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in Bidders scoring zero for B-BBEE.

Enterprise Type	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	Sworn affidavit or a certified copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency or a certificate from the Companies and Intellectual Property Commission ("CIPC").
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Sworn affidavit – Only 51% Black Owned (BO) and above, or certified copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency.
Large Enterprise (LE)	Above R50 million p.a.	Certified copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency.

Bidders who do not claim Preference Points will be scored zero for B-BBEE, but will not be excluded from the tender process. Bidders who do not fill SBD6.1 in its entirety will not be awarded points for B-BBEE.

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

c. Use and acceptance of sworn affidavits

All Bidders will need to provide information which proves Black Ownership and turnover, in addition to the sworn affidavit, or request that their EME/QSE suppliers be verified and have this confirmed in the affidavit.

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

d. Joint Ventures (JVs) and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

e. Subcontracting

Bidders who want to claim preference points will have to comply fully with regulations 12(1) and (3) of the Preferential Procurement Regulations, 2017 with regard to subcontracting:

Regulation 12(1)

A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

Regulation 12(3)

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

f. Proof of Existence: Joint Ventures and/or Subcontracting

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

The joint venture and/or subcontracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or subcontracting 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 subcontracting arrangement.

11.3.3. Stage 3 – Consolidation of scores (80 + 20 = 100 points)

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

11.4. 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 the shortlisted bidders.

11.4.1. The annual financial statements must contain:

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

11.4.2. 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.

11.4.3. 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.

11.4.4. 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.

12. AGREEMENTS

12.1. General Conditions of Contract

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

12.1.1 The Service Provider 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.

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

12.2. Services Agreement

- 12.2.1 Upon award, SARS and the successful Bidder will conclude a supplementary 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.
- 12.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during the course of negotiations with the successful Bidder by amending or adding thereto (including for purposes of better giving effect to the objectives in paragraph 2 above).
- 12.2.3 Bidders are requested to:
- 12.2.3.1 Comment on the terms and conditions set out in the Services Agreement and where necessary, make proposals to the terms and conditions;
 - 12.2.3.2 Each comment and/or amendment must be explained; and
 - 12.2.3.3 All changes and/or amendments to the Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.
- 12.2.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful Bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.
- 12.2.5 Bidders are not required to sign the draft Services Agreement when submitting the Bidder's proposal.

12.3. 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.

13. SPECIAL CONDITIONS OF THIS BID

13.1. SARS reserves the right:

- 13.1.1 Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- 13.1.2 To negotiate with one or more preferred Service Provider(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Service Provider(s) who has not been awarded the status of the preferred Service Provider(s).
- 13.1.3 To accept part of a bid rather than the whole bid.
- 13.1.4 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 Service

Provider(s) have been notified of their status as such.

- 13.1.5 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Service Provider(s), whether before or after adjudication of the bid.
- 13.1.6 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.
- 13.1.7 To disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

13.2. SARS requires Bidder(s) to declare:

By submitting the bid, the Bidder(s) hereby declare the following:

- 13.2.1 Confirm that the Bidder(s) shall:
 - 13.2.1.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
 - 13.2.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - 13.2.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
 - 13.2.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 13.2.1.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
 - 13.2.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
 - 13.2.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
 - 13.2.1.8 Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

14. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SARS reserves its right to disqualify any Service Provider who either itself or any of whose members (save for such members who hold a minority interest in the Service Provider through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a fifteen percent (15%) interest in the Service Provider other than in the context of shares listed on a recognised stock exchange), directors or members of senior specialist/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"):

- 14.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not

limited to any collusion with any other Service Provider in respect of the subject matter of this bid;

- 14.2. 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;
- 14.3. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 14.4. 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;
- 14.5. 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;
- 14.6. 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;
- 14.7. has in the past engaged in any matter referred to above; or
- 14.8. 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 Service Provider, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

15. 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.

16. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by SARS against the Service Provider notwithstanding the conclusion of the Services Agreement between SARS and the Service Provider for the provision of the services in question. In the event of a conflict between the Service Provider's proposal and the Services Agreement concluded between the parties, the Services Agreement will prevail.

17. PREPARATION COSTS

The Service Provider 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 Service Providers in the preparation of their response to this bid.

18. INDEMNITY

If a Service Provider breaches the conditions of this bid and applicable legislation, 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 Service Provider indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

19. 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.

20. LIMITATION OF LIABILITY

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

21. TAX COMPLIANCE

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

22. NATIONAL TREASURY

No tender shall be awarded to a Service Provider 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 Service Provider should it be established, at any time, that a Service Provider has been blacklisted with National Treasury by another government institution.

23. GOVERNING LAW

South African law governs this bid and the bid response process. The Service Provider 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.

24. RESPONSIBILITY FOR SUBCONTRACTORS AND BIDDER'S PERSONNEL

In the event that a Service Provider is awarded a contract, the Service Provider may only enter into a subcontracting arrangement with the approval of the SARS. Where such approval has been granted, a Service Provider is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its subcontractors (if any) and personnel of its subcontractors comply with all terms and conditions of this bid and in particular the provisions of paragraph 11.3.2 (e) above. In the event that SARS allows a Service Provider to make use of subcontractors, such subcontractors will at all times remain the responsibility of the Service Provider and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such subcontractors.

25. 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 bid proposal(s) will be disclosed by any Service Provider or other person not officially involved with SARS's examination and evaluation of a bid.

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

Throughout this bid process and thereafter, Service Providers must secure SARS's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this 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 bids or appointing a Service Provider will be disclosed to a Service Provider or any other person not officially involved with such process.

26. SARS PROPRIETARY INFORMATION

Service Provider will on their bid covering letter make declaration that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Service Provider in a preferential position in relation to any of the other Service Providers.

27. ANNEXURES

ANNEXURE A1 – TECHNICAL EVALUATION SCORECARD

ANNEXURE A2 – COMPLIANCE CHECKLIST

ANNEXURE B – PRICING SCHEDULE

ANNEXURE C1 – BIDDER'S TRACK RECORD

ANNEXURE C2 – TESTIMONIAL LETTER

ANNEXURE D – CV TEMPLATE FOR RESOURCES

ANNEXURE E – SARS CLUSTER STRUCTURE