

# **REQUEST FOR PROPOSAL**

**RFP 05/2021**

## **PROVISION OF ARMED GUARDING, CLOSE PROTECTION AND TACTICAL RESPONSE SECURITY SERVICES Region A**

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### Summary, Guidelines, Conditions and Instructions

The South African Revenue Service (“**SARS**”) invites certain qualified persons (“**Bidders**”) to submit tenders and proposals (“**Tenders**”) in accordance with the rules set out in this RFP for the:

Provision of armed guarding, close protection and tactical response security services at the SARS sites listed below for a period of twelve (12) months.

<b>Region A</b>	<ul style="list-style-type: none"> <li>• Gauteng North and Witbank</li> <li>• North West and Free State Provinces, including Kimberley</li> <li>• Limpopo and Mpumalanga Provinces, excluding Witbank and Standerton</li> <li>• Gauteng South, including Standerton</li> </ul>
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## 1 STRUCTURE OF THE RFP PACK

### 1.1 Structure

This RFP Pack is organised into 5 (five) sections consisting of one or more documents in each section.

Section	Description of section contents
1	Documents outlining the RFP background, conditions, instructions and documents necessary for the Bidder to register for the Bidders' briefing session.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be read and to be returned as part of the Bidder's Tender response.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Tender response. <b>Annexure A</b> is the Business Requirements Specification document.
4	The proposed agreement under which SARS wishes to contract the services. <b>Annexure B</b> is the Service Levels and Financial Penalties document.
5	Response templates. Templates that are required to form part of the Bidder's Tender response. <b>Annexure C</b> is an example of the PSIRA certificate.

## 2 KEY DATES AND ACTIVITIES

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

No	Description	Start Date/Time
1.	RFP is published	13 August 2021
2.	RFP issued	13 August 2021
3.	Bidders Virtual briefing session Please use the link to join <a href="#">Click here to join the meeting</a>	19 August 2021 at 10h30 to 13h00
4.	Bidders to submit written questions	16 - 27 August 2021
5.	Tenders due (the “ <b>Closing Date and Time</b> ”)	10 September 2021 at 11h00

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

Any time or date in this RFP is subject to change at SARS’s discretion. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action, or create any right in any way for any Bidder to demand that any action be taken on the date established, or on any other date. The Bidder accepts that; if SARS extends the deadline for RFP submission for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

## 3 SARS’S REQUIREMENTS

### 3.1 Introduction

SARS’s mandate under the South African Revenue Service Act 34 of 1997 includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS’s vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

### 3.2 Overview of SARS’s Requirements

Details of the required services are contained in the Business Requirements Specification document.

## 4 SARS'S APPROACH TO THIS RFP

### 4.1 Objectives

SARS's primary objective in issuing this RFP is to conclude a services agreement with a successful Bidder that will achieve the following:

- 4.1.1 best value for money;
- 4.1.2 the sustainable supply of Services; and
- 4.1.3 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs related to the scope.

## 5 BIDDING QUALIFICATION

### 5.1 Introduction

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act 1 of 1999, which prescribes that SARS's procurement processes be:

- 5.1.1 economical, efficient, fair, equitable, transparent, competitive and cost-effective;
- 5.1.2 consistent with the Preferential Procurement Policy Framework Act 5 of 2000, read together with the Preferential Procurement Regulations, 2017; and
- 5.1.3 consistent with the Broad-Based Black Economic Empowerment Act 53 of 2003.

In furtherance of this evaluation methodology, the following bidding qualifications set out further in this paragraph 5 will apply.

### 5.2 Central Supplier Database ("CSD")

- 5.2.1 Service Providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database ("CSD") as per National Treasury Circular No 3 of 2015/6 – Central Supplier Database.
- 5.2.2 National Treasury will maintain the database for all suppliers for Government and its institutions.
- 5.2.3 All existing and prospective suppliers are requested to self-register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).
- 5.2.4 As part of the bid submission, bidders are required to submit their CSD number with

their submission.

### 5.3 Bidding Qualification

- 5.3.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 5.3.1 to 5.3.4 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 5.3.1 to 5.3.4 then that Bidder's Tender will be rejected without any further consideration, at SARS's sole discretion.
- 5.3.1.1 SARS is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, SARS will not consider Tenders submitted by a consortium or a special purpose vehicle constituted only for the purpose of responding to this RFP.
- 5.3.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 5.3.1.3 The Bidder must be fully tax compliant. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and a failure to do so will be a material breach of the Agreement.
- 5.3.1.4 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 5.3.2 Subject to sub-paragraph 5.3.2.1 to 5.3.2.7, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 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"):
- 5.3.2.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP;
- 5.3.2.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 5.3.2.3 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;

- 5.3.2.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 5.3.2.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 5.3.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity; or
- 5.3.2.7 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.
- 5.3.3 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 5.3.4 SARS may disqualify a Bidder:
  - 5.3.4.1 whose Tender contains a negligent misrepresentation which is materially incorrect or misleading;
  - 5.3.4.2 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;
  - 5.3.4.3 who had access to any of SARS's 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;
  - 5.3.4.4 who fails to comply with any conditions or requirements of this RFP;
  - 5.3.4.5 who in SARS's opinion has either materially failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS or who has performed unsatisfactorily under any such agreement; or
  - 5.3.4.6 who fails to respond as required to written notices given by SARS in connection with its Tender under this RFP.

## 6 BID PREPARATION AND SUBMISSION

### 6.1 Non-Compulsory briefing session

- 6.1.1 Due to “lockdown” restrictions and the business requirements of this tender, the non-compulsory briefing session will be held remotely (via the internet) as detailed in section 2 above and in the signed invitation letter.
- 6.1.2 The MS Team Link [Click here to join the meeting](#) to be used will be on the SARS website as well.

### 6.2 Question and Answer Process

- 6.2.1 Between the dates given in section 2: Key Dates and Activities above, SARS will receive questions sent by Bidders by email to the address [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za). SARS will respond to these questions, provided that SARS will not be obliged to respond to a question should it choose not to do so. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses. The questions and answers will also be published on the SARS procurement website at <http://www.sars.gov.za/procurement>.
- 6.2.2 SARS may issue updated versions of documents issued in the RFP Pack and/or may issue additional documentation to form part of the RFP Pack. Such re-issued or additional documentation will be published on the SARS procurement website. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals in order to ensure that the Bidder uses the latest versions of documents in the RFP Pack.
- 6.2.3 Depending on SARS's assessment of the nature and extent of Bidders' questions during the question and answer process, SARS may schedule compulsory or optional briefing sessions.
- 6.2.4 The SARS's procurement website must be treated as primary means of communication by SARS to registered Bidders. Communications to registered Bidders made by email are made as a courtesy. In the event of any communication received by the Bidders that is in conflict with communications posted on the SARS procurement website, the SARS procurement website communication will prevail.

### 6.3 Site inspections

- 6.3.1 Although SARS does not envisage that any inspections of SARS's Sites will be required, SARS reserves the right to schedule either optional or compulsory site inspections should it become apparent to SARS that it is necessary for prospective Bidders to gain an understanding of the RFP specification.

### 6.4 Tender submission

- 6.4.1 Bids must be properly received and deposited in the below mentioned tender box on or before the closing date and before the closing time at the Tender Office tender box situated at the main entrance of the Le Hae SARS offices:



**Sars Procurement Centre**

**299 Bronkhorst Street**

**Nieuw Muckleneuk**

**Pretoria**

**0181**

- 6.4.2 The Bid documents may either be posted to the Tender Office–SARS Procurement Department, SARS Tender Box, 299 Bronkhorst Street, Nieuw Muckleneuk; Pretoria; 0181 OR placed in the tender box at the main entrance at the aforesaid address.
- 6.4.3 Tender documents will only be considered if received by the Tender Office before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.
- 6.4.4 Late tenders will not be accepted and shall be returned to bidders, after being recorded by the Tender Office as such.
- 6.4.5 In this RFP document the terms “shall” and “must” indicate a mandatory requirement. Bidder compliance with mandatory requirements are essential. Failure to comply with such requirements can lead to the disqualification of a Bidder. The terms “should” or “may” indicate desirable or advisory requirements. Bidder compliance with such terms may lead to an increase in a Bidder’s technical score.
- 6.4.6 All tender documents must be submitted in original, hard copy format as well as in electronic form on a USB flash drive / compact disc (CD) / digital versatile disk (DVD) in the document formats specified in paragraph 12 below
- 6.4.7 All tenders and supporting documentation must be submitted in English.
- 6.4.8 All costs incurred during the preparation and compilation of a Bidder’s proposal, as well as the delivery of a Bidder’s tender documents to SARS will be borne exclusively by the Bidder.
- 6.4.9 Tender must be valid for a minimum period of 180 days from the Closing Date of the tender.

**6.5 TENDER COMPLIANCE**

- 6.5.1 The Bidder must ensure that all provisions and instructions in this paragraph and paragraph 12 below for the completion and submission of a Tender are followed in detail.
- 6.5.2 SARS may reject a Tender which:
- 6.5.2.1 is conditional on SARS’s acceptance of deviations from the proposed “Technical Security” Agreement included in this RFP Pack;

- 6.5.2.2 is conditional of SARS'S acceptance of deviations from provisions of the RFP;
- 6.5.2.3 fails to commit to the key deliverables required by this RFP;
- 6.5.2.4 does not contain the correct number of copies, or is in an incorrect format; or
- 6.5.2.5 is non-compliant in any respect.

## **7 EVALUATION AND SELECTION**

### **7.1 Process after the Closing Date and Time**

After the Closing Date in paragraph 2:

- 7.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Tender, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose;
- 7.1.2 SARS may conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and/or production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the Bidder's Tender any further;
- 7.1.3 no material amendment/s may be made to a Tender, unless specifically permitted or requested by SARS;
- 7.1.4 SARS may shortlist Bidders and may request presentations from such short-listed Bidders. All costs relating to the preparation of such presentations will be borne by the Bidders;
- 7.1.5 SARS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective Tenders; and
- 7.1.6 SARS will evaluate the Tenders with reference to SARS's Evaluation Criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

### **7.2 SARS's Pre-qualification Process – Gate 0**

- 7.2.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Tender for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Tender complies with the provisions of paragraphs 5.2 and 6.5:
- 7.2.2 Where there is a failure to comply fully with any of the pre-qualification criteria, or

SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:

- 7.2.2.1 reject the Tender in question and not to evaluate it at all;
  - 7.2.2.2 give the Bidder an opportunity to supplement the information and/or documentation provided by it under its Tender so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation must be provided within a period of 7 (seven) days and is purely administrative in nature; or
  - 7.2.2.3 in any event permit the Tender to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the tender.
- 7.2.3 The Bidder's attention is drawn to the following pre-qualification documents required as part of a Bidder's Tender and which, if omitted, may at SARS's sole discretion result in that Tender being disqualified

**TABLE 1: Pre-qualification evaluation**

No.	Name of the document that must be submitted	Non-submission may result in disqualification
1	Proof of Registration with Central Supplier Database (CSD report or MAAA number)	YES – Please submit
2	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
3	Pricing Schedule	YES – Please submit full details of pricing proposal to SARS on Pricing Schedule template.
4	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.
5	SBD 6.1 – Preference Point Claim Form	YES - Please complete and sign the supplied pro forma document.
6	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES - Please complete and sign the supplied pro forma document.
7	Certificate of Independent Bid Determination – SBD 9	YES - Please complete and sign the supplied pro forma document
8	SARS' s Oath / Affirmation of Secrecy	YES – Please complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
9	General Conditions of Contract (GCC)	YES – Please submit
10	<p>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.</p> <p>The annual financial statements must contain:</p> <ul style="list-style-type: none"> <li>• Statement of Profit and Loss and Other Comprehensive Income;</li> <li>• Statement of Financial Position;</li> <li>• Statement of Cash Flows; and</li> <li>• Accompanying Notes.</li> </ul> <p>Entities which are trading for less than three (3) financial periods should provide:</p> <ul style="list-style-type: none"> <li>• A letter detailing the fact, signed by a duly</li> </ul>	YES – Please submit a complete set of financial statements.

	<p>authorised representative of the entity; and</p> <ul style="list-style-type: none"> <li>Any other information or documentation which would provide more clarity on the financial history of the bidder.</li> </ul> <p>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.</p> <p>In the event of the bid being in the form of a Joint Venture (JV) , the following is required:</p> <ul style="list-style-type: none"> <li>Annual financial statements of the JV; and</li> <li>A JV legal agreement detailing the percentage of ownership of each entity in the JV.</li> </ul> <p>SARS reserves the right to request further information with regards to the annual financial statements of a bidder at a later stage.</p>	
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### 7.3 SARS's Mandatory Evaluation Process – Gate 1

- 7.3.1 The table below contains the mandatory evaluation criteria that are specific to this Tender. If the Bidder does not meet any one of the mandatory evaluation criteria, the Bidder will be disqualified and the Bidder's Tender will not be evaluated further.
- 7.3.2 The Bidder should be aware that any other requirement that is indicated as a requirement in this or any other document in this RFP Pack may also serve as a mandatory requirement unless stated otherwise.

**TABLE 2: Mandatory evaluation criteria**

No.	Name of the document that must be submitted	Non-submission will result in disqualification?
1	B-BBEE status level 1 and 2.	<b>YES</b> – Please submit a valid B-BBEE Status Level Verification Certificate or sworn affidavit (whichever applicable according to SBD 6.1) with a B-BBEE

		status level 1 or 2.
2	Letter of Good Standing of the Bidder with the Private Security Industry Regulatory Authority.	<b>YES</b> – Please submit a valid and current copy of a Letter of Good Standing issued by PSIRA.  Refer to an example attached as Annexure C.

- 7.3.3 In addition to compliance with the B-BBEE status levels, **SARS requires that the successful Bidder must be compliant with the PSIRA. To this extent, the Bidders MUST submit a Letter of Good Standing from PSIRA** (Annexure C is attached as an example). Bidders must take **PARTICULAR NOTICE** that a certificate of registration from PSIRA is not acceptable for purposes of compliance with this requirement.

#### 7.4 SARS's Technical Evaluation Criteria – Gate 2

- 7.4.1 Only bidders that have met the mandatory evaluation criteria in (gate 1) will be evaluated in gate 2 for technical evaluation.
- 7.4.2 SARS's technical evaluation of Tenders includes testing the bidder's functionality and capability of delivering the required goods and/or services in accordance with the technical evaluation criteria listed in the table below.
- 7.4.3 The Bidder(s) must score a **minimum threshold of 70 points out of 100 points** for technical evaluations to proceed to Gate 3: Price and B-BBEE evaluations stage. Only Bidders who achieve the minimum threshold will proceed to Gate 3: Price and B-BBEE.
- 7.4.4 The table below illustrates the technical evaluation criterion and sub-criteria:

**TABLE 3: Technical evaluation criteria**

No.	Description	Weight	Measurement	Point Allocation
1.	<b>Experience in providing the Services</b>	<b>10</b>		
1.1	The Bidder must provide a list of business organisations (entities) that it contracted with within Region A* and which have used the Bidder to provide armed guarding, tactical response and close protection services in the past	2	Less than 2.	1
			Between 3 and 5.	1.5

	three (3) years. *Gauteng, North West, Limpopo, Mpumalanga and Free State		More than 5.	2
1.2	Indicate how many offices within each province in Region A the Bidder has serviced, during the contract/s mentioned in paragraph 1.1 above, in the past three (3) years.	2	Less than 2. Between 3 and 5. More than 5.	1 1.5 2
1.3	Provide the value(s) of the contract(s) listed above in response to paragraph 1.1.	2	Less than R2 million. Between R2 million and R5 million. More than R5 million.	1 1.5 2
1.4	State the number of armed, tactical response and/or close protection security officers, who were employed by the Bidder to deliver the services in respect of the contracts listed in response to paragraph 1.1.	2	Less than 50. Between 50 and 100. More than 100.	1 1.5 2
1.5	Provide the duration of the contracts listed in response to paragraph 1.1.	2	Less than 3 years. Between 3 and 5 years. More than 5 years.	1 1.5 2
<b>2.</b>	<b>Infrastructure</b>	<b>23</b>		
2.1	<b>Presence of the Bidder in Region A, as stipulated in the Business Requirements Specifications (BRS):</b>  Does the Bidder have offices in the provinces of the defined SARS region, as stipulated in the BRS? In this regard, the Bidder needs to provide a current and valid utility bill or lease agreement for an office in the region that is not older than 6 months.  NB: One point will be allocated per office in each province namely, Gauteng, North West, Limpopo, Mpumalanga and Free State.	5	Gauteng North West Limpopo Mpumalanga Free State	1 1 1 1 1
2.2	How big is the presence, in terms of infrastructure such as offices, control rooms and vehicles?  <b>Number of offices</b>  The Bidder must provide a list of physical addresses for their offices in the provinces listed in the SARS region. SARS may conduct site inspections pre or post award at the physical addresses provided.	6	Less than 4 offices. Less than 6 but more than 4 offices. 6 or more offices.	2 4 6
2.3	<b>Number of control rooms</b>	6	1 control room.	2

	The Bidder must provide a list of the physical addresses in the provinces listed in the SARS region where the control room/s are situated. SARS may conduct site inspections pre or post award at the physical addresses provided.		2 control rooms.	4
			3 control rooms.	6
2.4	<p><b>Number of response vehicles</b></p> <p>The Bidder must provide copies of vehicle registration certificates for its response vehicles. SARS may conduct a physical inspection, pre or post award, of the response vehicles to which the copies of registration certificates provided relate.</p> <p>NB: The aforementioned copies of registration certificates must be for response vehicles that are going to be utilised for the delivery of the services to SARS.</p>	6	3 or less response vehicles.	2
			4 to 5 response vehicles.	4
			6 or more response vehicles.	6
<b>3.</b>	<b>Services' Offering</b>	<b>67</b>		
3.1	Describe the Bidder's service delivery methodology taking into account the integrated nature of the Services, with emphasis on the following:  Explanation of the Bidder's understanding of the Scope of Work, as set out in the BRS document and tasks that need to be performed.	15	<p>Bidder addresses less than 8 of the items listed under the Scope of Work, as well as a list of the tasks.</p> <p>Bidder addresses more than 8 but less than 11 of the items listed under the Scope of Work, as well as a list of the tasks.</p> <p>Bidder addresses all items listed under the Scope of Work, as well as a list of the tasks.</p>	6 9 15
3.2	<p>Description of how the service requirements will be met by the Bidder's proposed solution.</p> <p>NB: The solution must cover each and every one of the SARS' requirements set out in the Scope of Work in the BRS document.</p>	7	<p>The solution addresses less than 8 of the items listed in paragraph 3.1 above.</p> <p>The solution addresses more than 8 but less 11 of the items listed in paragraph 3.1 above.</p> <p>The solution addresses all of the items listed in paragraph 3.1 above.</p>	3 4 7
3.3	Describe and explain monitoring and evaluation with respect to Security Incidents and Emergencies (i.e. trend analysis and risk mitigation measures).	1	<p>Explain the monitoring and evaluation process.</p> <p>Monitoring and evaluation process not explained.</p>	1 0
3.4	<p><b>Tracking and Tracing</b></p> <p>The Bidder must demonstrate its capabilities to communicate between the control room and the response</p>	5	The Bidder's tracking and tracing technology proposal lacks clarity in verification of patrol records and/or there is	0



	vehicles.  In respect of armed patrols, the Bidder must demonstrate the capability to produce verifiable patrol reports at intervals agreed with SARS. The Bidder must demonstrate how constant communication is maintained between the control room and the response vehicles, as well as, proof of maintenance of this constant communication.		no demonstration of how the solution works.	
			The Bidder's tracking and tracing technology proposal can produce verifiable patrol records and can be adapted to SARS. The Bidder demonstrates how the solution works.	5
		6	The Bidder's tracking and tracing capability fails to demonstrate and/or provide proof of constant communication between the control room and response vehicles.	0
			The Bidder's tracking and tracing capability demonstrates and/or provides proof of constant communication between the control room and response vehicles.	6
3.5	The Bidder's response time is in line with security industry requirements i.e. a minimum of fifteen (15) minutes response time to triggered alarms.	2	More than fifteen (15) minutes response time to triggered alarms.	0
			Fifteen (15) minutes response time to triggered alarms.	1.5
			Less than fifteen (15) minutes response time to triggered alarms.	2
3.6	Availability of human resources to provide the technology/software, install and monitor remotely via GSM of temporary CCTV and alarm systems at SARS' remote sites.  NB: Bidder must provide the name of the resources, qualifications and/or experience in working with the technology/software.	5	Bidder to provide the technology/software to be used.	1
			Bidder to provide the installation team indicating qualifications and/or experience.	3
			Bidder to provide the monitoring tool.	1
3.7	Availability of human resources in rendering the Services i.e. number of armed security officers (current SARS minimum requirements is $\pm$ 102 armed security officers).  NB: The Bidder must provide the number of armed security officers, who are going to be assigned to the SARS contract <u>as of the effective date</u> . Please note there will be no opportunity granted to a Bidder <u>to commence training</u> and/or equipping armed security officers to	20	Bidder proposes more than 100 available armed security officers.	20
			Bidder proposes more than 50 but less than 100 available armed security officers.	5
			Bidder proposes less than 50 available armed security	0

	deliver on the SARS contract <u>after the effective date</u> .		officers.	
3.8	The Bidder must demonstrate the ability to promptly respond to installed mobile security systems and Security Incidents and/or Emergencies reported within the fifteen (15) minutes threshold.	2	Response time of more than fifteen (15) minutes.	0
			Response time is fifteen (15) minutes.	1
			Response time of less than fifteen (15) minutes.	2
3.9	Describe and explain the Bidder's mechanisms and tools used for performance reporting (e.g. technology and software etc.).  N.B: The mechanisms and/or tools must be geared towards ensuring compliance with the SARS BRS, including compliance with response times and effective response to Security Incidents and Emergencies detected or reported.	2	Performance Tool (MS Excel).	0.5
			Performance Based Reporting System.	1
			Performance Based Reporting System and Performance Tool.	2
3.10	Describe and explain the Bidder's periodic and annual performance reviews on security contracts. Explanation to include but not be limited to: i) What is being reviewed; ii) Identification of gaps; iii) Measures to address the gaps; and iv) Determination of benefits to SARS.	2	The periodic and annual performance reviews are explained but do not detail measures to address identified gaps or describe the performance review process.	1
			The periodic and annual performance review process is explained and includes: i) What is being reviewed; ii) Identification of gaps; iii) Measures to address gaps identified; and iv) Determination of benefits to SARS.	2

## 7.5 SARS's Pricing and B-BBEE Evaluation Process – Gate 3

- 7.5.1 In this stage of the evaluation, Tenders that have qualified the prescribed technical threshold will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000, read with the Preferential Procurement Regulations, 2017, and treasury guidelines.

Criterion	Points
B-BBEE status	20
Price	80

### 7.5.2 Stage 1 – Price Evaluation Process (80 points).

- 7.5.2.1 The Bidder is required to complete the Pricing Response Template for this Tender.
- 7.5.2.2 Points for the price criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations.
- 7.5.2.3 The electronic version of the Pricing Response Template as completed by the Bidder and submitted with the Bidder's Proposal will be used for the calculation of price. In this regard:
- 7.5.2.3.1 the Bidder must ensure the completeness and accuracy of the pricing amounts that it provides in the Pricing Response Template.
- 7.5.2.3.2 the Bidder's authorised signatory must warrant that the electronic copy submitted and the hardcopy contain the same information and must initial every page of the hardcopy response of the pricing template(s).
- 7.5.2.3.3 the Bidder's Tender may be regarded as non-responsive if the Pricing Response Template contains omissions.

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
$P_t$	=	Rand value of bid under consideration
$P_{\min}$	=	Rand value of lowest acceptable bid

**7.5.3 Stage 2 – B-BBEE Evaluation Process (20 points)**

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

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

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

ADJUDICATION CRITERIA	POINTS
A duly completed preference point claim form: SBD 6.1 and a B-BBEE certificate/affidavit.	20

7.5.3.3 The checklist below indicates the specific b-bbee certification documents that must be submitted for this tender.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	Sworn affidavit or a certificate from 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 B-BBEE Rating Certificate from a SANAS Accredited rating agency.
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 Status Level Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

#### **7.5.4 Use and acceptance of Affidavits**

Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths. SARS reserves the right to request that Bidders submit their Black ownership and turnover information in support of their sworn affidavits.

#### **7.5.5 Joint Ventures and Consortiums**

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

#### **7.5.6 Subcontracting**

**BIDDERS WHO WANT TO CLAIM PREFERENCE POINTS WILL HAVE TO COMPLY FULLY WITH REGULATION 6(5) AND 12(3) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 WITH REGARD TO SUB-CONTRACTING:**

##### **Regulation 6(5)**

A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

##### **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.

## 7.6 Financial Analysis

- 7.6.1 A financial statement analysis will be conducted on the qualifying Bidders. In this regard, Bidders are required to submit complete sets of audited/independently reviewed annual financial statements for 3 (three) most recent financial periods in the name of the bidding entity. Bidder(s) must attain a satisfactory financial position. The annual financial statements must contain:
- 7.6.1.1 Statement of Profit and Loss and other Comprehensive Income;
  - 7.6.1.2 Statement of Financial Position;
  - 7.6.1.3 Statement of Cash Flows;
  - 7.6.1.4 Statement of Changes in Equity/Net Assets; and
  - 7.6.1.5 Accompanying Notes.
- 7.6.2 Bidders who have been trading for less than 3 (three) financial periods must provide:
- 7.6.2.1 a letter, signed by a duly authorised representative of the entity, explain that the entity has been trading for less than 3 (three) financial periods;
  - 7.6.2.2 the annual financial statements that is able to provide, taking into account the period it has been trading; and
  - 7.6.2.3 Any other information or documentation which would provide more clarity on the above.
- 7.6.3 If a Bidder is a subsidiary of a holding company and submits the holding company's financial statements for the purpose of the financial statement analysis the holding company is required to furnish a performance guarantee that is signed by a duly authorised representative of the holding company, stating the holding company will undertake to cover any or all risks associated with the Bidder, in the event the Bidder is awarded the RFP.
- 7.6.4 In the event of the bid being in the form of a Joint Venture (JV), the following is required:
- 7.6.4.1 Annual financial statements of the JV; and
  - 7.6.4.2 JV legal agreement detailing the percentage ownership of each entity.
  - 7.6.4.3 Unincorporated JV's should submit separate financial statements for each party in the JV and a signed JV legal agreement.
- 7.6.5 SARS retains the right to request further information with regard to the annual financial statements at a later stage.

## **7.7 Process Following Evaluation**

- 7.7.1 Following SARS's evaluation of the Tenders, SARS has the rights, *inter alia*, to, in its sole discretion:
- 7.7.1.1 consider the business case for the award of the RFP based on the Tenders received;
  - 7.7.1.2 consider a Bidder's clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
  - 7.7.1.3 short list 1 (one) or more Bidders;
  - 7.7.1.4 conduct a risk assessment of a Bidder's capability to: (i) conduct the transition; (ii) perform the Services in accordance with the specified service levels; and/or (ii) achieve SARS's objective(s); and/or
  - 7.7.1.5 take any other action it deems appropriate.
- 7.7.2 Upon completion of its evaluations, SARS may select 1 (one) or more preferred Bidders.
- 7.7.3 SARS reserves its rights, in full, to make no award for all or part of the scope if a risk assessment performed discloses unacceptably high risks to SARS.

## **8 GENERAL CONDITIONS OF TENDER**

### **8.1 Acceptance of RFP conditions**

The Bidder's participation in the RFP process is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

### **8.2 Reservation of rights**

In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP Pack, SARS reserves the right, in its sole discretion, to:

- 8.2.1 make no award
- 8.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time and without providing reasons;
- 8.2.3 not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;



- 8.2.4 change any of its requirements as set out in this RFP by giving Bidders reasonable notice;
- 8.2.5 change any condition, procedure or rule of the RFP by giving Bidders reasonable notice;
- 8.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 8.2.7 re-advertise for Tenders;
- 8.2.8 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date by notice to all prospective Bidders;
- 8.2.9 conduct site visits and/or perform audits whenever SARS deems it prudent to do so;
- 8.2.10 undertake further checks on Bidders, which may include information on public record or in the public domain, information contained in internal SARS records or information received from other government institutions;
- 8.2.11 take into account the Bidder's and/or the Bidder's Subcontractors' service history of the Bidder, should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder or its Subcontractors. SARS reserves the right not to award the Proposal to a Bidder whose track record or the track record of its Subcontractors with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to be heard
- 8.2.12 no longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 8.2.13 to award a Tender based on which Bidder is offering the best value for money, even if such Tender is not the lowest priced tender; and
- 8.2.14 to make the award subject to the successful Bidder entering into a duly signed contract with SARS; and
- 8.2.15 to disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

### **8.3 Validity of information**

SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable to the Bidder or any third party for any inaccuracy, the omission of any information in the RFP or in respect of any additional information SARS may provide to the Bidder as part of the RFP process.

The Bidder is deemed to have examined this RFP and any other information supplied by SARS to the Bidder and to have satisfied itself before submitting any of its responses as to the correctness and sufficiency of such information.

#### **8.4 RFP not an offer**

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.

Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into a contract with the Bidder.

#### **8.5 Preparation Costs**

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

#### **8.6 Conflict of Interest**

If at any time the Bidder identifies an actual or potential conflict of interest, the bidder must immediately notify SARS in writing. SARS reserves the right to exclude the Tender submitted by such Bidder from further consideration, unless the Bidder is able to resolve the conflict to SARS's satisfaction. In addition, if it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

#### **8.7 Indemnity**

If a Bidder breaches the conditions of this RFP 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 RFP 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.

#### **8.8 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.

#### **8.9 Responsibility for sub-contractors and Bidder's personnel**

A Bidder is responsible for ensuring that its sub-contractors (if any), personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its sub-contractors comply with all terms and conditions of this RFP. 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 such sub-contractors,

#### **8.10 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 RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of a Tender.

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

Throughout this RFP process and thereafter, Bidders must secure SARS's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and civil action.

After the Closing Date, 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.

#### **8.11 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.

#### **8.12 Limitation of Liability**

A Bidder participates in this RFP 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 RFP process.

#### **8.13 Tax Compliance**

No tender shall be awarded to a Bidder who is not tax compliant. 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 do not remain tax compliant for the full term of the contract.

#### **8.14 National Treasury Defaulters List**

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

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

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

#### **8.16 Governing Law**

South African law governs this RFP and the RFP response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFP, the RFP itself and all processes associated with the RFP.

### **9 AGREEMENTS**

#### **9.1 General Conditions of Contract**

- 9.1.1 Any award made to a Bidder under this bid is conditional, amongst others, upon–
- 9.1.2 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.
- 9.1.3 The Bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the Bidder.

#### **9.2 Services Agreement**

- 9.2.1 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.
- 9.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement upon the award of this RFP.

- 9.2.3 Bidders are requested to carefully read through the Services Agreement and annexures, and familiarise themselves with the terms and conditions of the Services Agreement as they form an integral part of the specifications, and are incorporated therein by reference.
- 9.2.4 Bidders are not required to sign the draft Services Agreement when submitting the Bidder's proposal.

## **10 CONDITIONS OF AWARD**

### **10.1 Insurance**

- 10.1.1 The successful Bidders will be required, on or before the effective date of the Services Agreement and for the duration of the thereof, to have and maintain in force:
  - 10.1.1.1 third party liability insurance cover of three million rand (R3 000 000.00) against all actions, suits, claims or other expenses arising in connection with damages or loss (including death) suffered by a third party as a result of negligence on the part of the successful Bidder, its employees, subcontractor or any person engaged by the successful Bidder to provide the Services or component thereof; and
  - 10.1.1.2 professional indemnity insurance cover to a minimum of five hundred thousand rand (R500 000.00) per Security Incident against all actions, suits, claims or other expenses arising in connection with damages or loss suffered by SARS as a result of breach of the terms and conditions of the Services Agreement in providing the Services or component thereof.

### **10.2 Price negotiation**

- 10.2.1 The award of the Bid may be subjected to price negotiation with the preferred Bidder.

### **10.3 An updated Letter of Good Standing issued by PSIRA**

- 10.3.1 Should the Letter of Good Standing, submitted under mandatory requirements by the successful Bidder, have expired between the Closing Date of the tender and the date of conditional award, SARS will request the successful Bidder to produce a valid and current Letter of Good Standing issued by PSIRA.

### **10.4 Joint Arrangements and/or Subcontracting Agreements**

- 10.4.1 The Successful Bidder must submit signed agreements of joint arrangements and/or subcontracting arrangements. The joint arrangement and/or subcontracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint arrangement 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 arrangement and/or subcontracting arrangement.

**10.5 Compliance with the Firearms Control Act No 60. of 2000**

- 10.5.1 The Successful Bidder will be required to produce all necessary documentation demonstrating its compliance with the Firearms Control Act, including but not limited to, submission of a copy of the Successful Bidder's business licence to possess firearms, permits to carry firearms, as well as competency certificates of Security Officers that will be assigned to SARS sites, and details of the Successful Bidder's Responsible Person. The Successful Bidder must note that the Services will not be permitted to commence with the delivery of the Services **until** such documentation has been submitted to SARS and SARS is satisfied with the validity thereof.

**10.6 Security Vetting Prior to Appointment to Deliver the Services**

- 10.6.1 The award of this bid is conditional upon the Successful Bidder passing security vetting by SARS, as contemplated in paragraph 2.3 of the Business Requirements Specifications.

**11 DUTIES OF BIDDER(S) AFTER AWARD**

- 11.1 The Successful Bidder will be required to sign the SARS Oath / Affirmation of Secrecy prior to performing any of the Services in terms of this RFP.

- 11.2 The Successful Bidder must four (4) weeks prior to commencing with the performance of the Services, and for the Bidder's own account, familiarise themselves with SARS Sites in Region A, as well as the SARS standards, policies and procedures.

**11.3 Performance Standards**

- 11.3.1 SARS has determined certain minimum performance standards (Service Levels), the adherence to which is deemed crucial to the delivery of the Services at acceptable levels. In this regard, Bidders are requested to carefully study Annexure

D hereto which contains the Service Levels and the Financial Penalties applicable in respect of Performance Failures.

- 11.3.2 Failure to adhere to Service Levels will result in SARS levying a financial penalty for the Performance Failure. Multiple Performance Failures will constitute sufficient proof of persistent non-compliance by the successful Bidder with SARS's prescribed Service Levels and that such persistent non-compliance will constitute a material breach of the Services Agreement.
- 11.3.3 Notwithstanding the implementation of the Service Levels and Financial Penalty schedule as set out in Annexure D, SARS reserves the right and without derogation to any other remedies it may have in law, to-
  - 11.3.3.1 terminate the Services Agreement for breach (persistent non-compliance) by the successful Bidder;
  - 11.3.3.2 cancel with immediate effect the provision of the Services to the affected SARS Site; or
  - 11.3.3.3 reallocate with immediate effect the Services to the affected SARS Site to another service provider, appointed in terms of this Bid process, or such other service provider as may be appointed by SARS in its exclusive discretion. In such an event, the outgoing service provider shall be obliged, and for its own account, to assist in the seamless transition of the Services to the incoming service provider.
- 11.3.4 Where SARS invokes the rights reserved in paragraph 10.3.3, the successful Bidder shall be obliged to reduce the monthly fees for the affected region accordingly in the month following the adjustment.
- 11.3.5 Cancellation or reallocation of Services in terms of this paragraph shall be without any liability to SARS, except for payment for the Services already rendered by the successful Bidder less applicable financial penalties.

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

This paragraph details the instructions to Bidders for preparing a Tender response to this RFP. These instructions must be followed in detail to ensure that the information contained in the Bidder's Tender is correct, complete and well structured. All Tenders must comply with the requirements and instructions as set out in the RFP. Bidders must ensure that information and documentation supplied can be easily understood and thus, evaluated in a fair and consistent manner. Should a Tender be received that is not in the correct format, SARS reserves the right to reject the entire Tender or portions of the Tender depending on the extent of the deviation from the format described in this document. Information that has not been requested must not be submitted in the Bidder's Tender.

### **12.1 Organisation of a Tender response**

- 12.1.1 Irrespective of whether the Bidder is responding to portions of the Tender, or the

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Tender as a whole, the Bidder will be required to submit the following:

FILE 1	<p>Section 1</p> <p>Pre-qualification documents (SBD documents)</p> <p>Section 2</p> <ul style="list-style-type: none"><li>• Mandatory evaluation responses</li><li>• Supporting documents for technical responses</li></ul> <p>Section 3</p> <ul style="list-style-type: none"><li>• Technical evaluation Responses</li><li>• Supporting documents for technical responses</li><li>• References</li><li>• 3 years audited/reviewed Financial statements</li></ul> <p>Section 4</p> <ul style="list-style-type: none"><li>• Company profile</li><li>• Supplementary information</li></ul> <p>Section 5</p> <ul style="list-style-type: none"><li>• General Conditions of Contract (GCC)</li><li>• Draft Services Agreement, including written confirmation from the Bidder that it has read and familiarised itself with the terms and conditions thereof.</li></ul>
FILE 2	<p>Section 1</p> <ul style="list-style-type: none"><li>• BEE Certificate/Sworn Affidavit</li></ul> <p>Section 2</p> <ul style="list-style-type: none"><li>• Pricing Schedule</li></ul>
Electronic/Soft Copy	All of the above information to be submitted in a memory stick/USB or CD ROM