

REQUEST FOR PROPOSAL

RFP 27/2021

**APPOINTMENT OF A QUALIFIED SERVICE PROVIDER, GRADE 3EP OR
HIGHER FOR THE SUPPLY AND INSTALLATION OF MINI SUB-STATIONS
AT LEHAE LA SARS, BROOKLYN**

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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:

Appointment of a qualified Service Provider, grade 3EP or higher for the supply and installation of mini sub-stations at Lehae la SARS

1 STRUCTURE OF THE RFP PACK

1.1 Structure

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

Section	Description of section contents
1	Documents outlining the RFP background, conditions, instructions.
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.
4	The proposed agreement under which SARS wishes to contract the services.
5	Response templates. Templates that are required to form part of the Bidder's Tender response.

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.	Advertisement of the Bid on National Treasury, CIDB	1 October 2021
2.	Tender Documents on SARS website	4 October 2021
3.	Compulsory site visits	<p>8 October 2021 1st session: 10am – 11am 2nd session: 12pm – 13pm</p> <p>Address: 299 Bronkhorst Street Lehae la SARS, Nieuw Muckleneuk, Pretoria 0181</p>
4.	Bidders to submit written questions	4 – 22 October 2021
5.	SARS to respond to written questions posed by bidders	25 October 2021
5.	Tenders due (the “ Closing Date and Time ”)	1 November 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

The objective of this bid is to appoint a qualified Service Provider which is a (Grade 3EP or higher) for the supply and installation of mini sub-stations at Lehae la SARS, Brooklyn.

Details of the required services are contained in the Specification document attached as Annexure A. Where there is conflict between the Specification and/or any documentation published along with this document. The Provisions of this document take precedence overall.

4 SARS' 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 5.3 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.
- 5.2.4 As part of the bid submission, bidders are required to submit their CSD report 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 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
 - 5.3.1.2 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.
 - 5.3.1.3 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 Compulsory site visit

- 6.1.1 Due to the business requirements of this tender, a compulsory site visit will be conducted as detailed in section 2 above and in the signed invitation letter.
- 6.1.2 Bidders are requested to make an appointment indicating their availability on the sessions available via tender office email address i.e tenderoffice@sars.gov.za

6.2 Tender submission

- 6.2.1 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

- 6.2.2 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.
- 6.2.3 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.

- 6.2.4 Late tenders will not be accepted and shall be returned to bidders, after being recorded by the Tender Office as such.
- 6.2.5 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.
- 6.2.6 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 10 below
- 6.2.7 All tenders and supporting documentation must be submitted in English.
- 6.2.8 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.
- 6.2.9 Tender must be valid for a minimum period of 180 days from the Closing Date of the tender.

6.3 TENDER COMPLIANCE

6.3.1 The Bidder must ensure that all provisions and instructions in this paragraph and paragraph 10 below for the completion and submission of a Tender are followed in detail.

6.3.2 SARS may reject a Tender which:

6.3.2.1 is conditional of SARS'S acceptance of deviations from provisions of the RFP;

6.3.2.2 fails to commit to the key deliverables required by this RFP;

6.3.2.3 does not contain the correct number of copies, or is in an incorrect format; or

6.3.2.4 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 6.3:
- 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	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.
4	SBD 6.1 – Preference Point Claim Form	YES - Please complete and sign the supplied pro forma document.
5	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES - Please complete and sign the supplied pro forma document.
6	Certificate of Independent Bid Determination – SBD 9	YES - Please complete and sign the supplied pro forma document

7	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.
8	<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"> • Statement of Profit and Loss and Other Comprehensive Income; • Statement of Financial Position; • Statement of Cash Flows; and • Accompanying Notes. <p>Entities which are trading for less than three (3) financial periods should provide:</p> <ul style="list-style-type: none"> • A letter detailing the fact, signed by a duly authorised representative of the entity; and • Any other information or documentation which would provide more clarity on the financial history of the bidder. <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>	YES – Please submit a complete set of financial statements.

	<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"> • Annual financial statements of the JV; and • A JV legal agreement detailing the percentage of ownership of each entity in the JV. <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 0

- 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
1.	Attendance of a compulsory site visit . Bidders are expected to complete and sign the attendance register during the site visit.
2.	<p>Minimum Construction Industry Development Board (CIDB) level of 3EP or higher and contractor must be active at time of tender and award.</p> <p>NB: CRS number and the name of the bidding entity must be provided. SARS will verify the status of registration with CIDB</p>
3.	<p>Failure to meet the minimum threshold of 90% for the local content on electrical cables.</p> <p>N.B: SBD 6.2 and Annexure C (local content annexures) must be fully completed and submitted with the bid documents</p>
4.	Minimum B-BBEE status level 3 i.e. Level 1,2 and 3

NB: Failure to comply with ALL the above mandatory requirements will result in immediate disqualification of the bidder.

7.4 SARS's Technical Evaluation Criteria – Gate 1

- 7.4.1 Only bidders that have met the mandatory evaluation criteria in (gate 0) will be evaluated in gate 1 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 2: Price and B-BBEE evaluations stage. Only Bidders who achieve the minimum threshold will proceed to Gate 2: Price and B-BBEE.

7.4.4 The table below illustrates the technical evaluation criterion and sub-criteria:

TABLE 3: Technical evaluation criteria

No.	Criteria Description	Weight	Measurement	Points Allocation
1.	Company Experience			
1.1	Relevant previous company experience has to be proven on similar projects (done within the last 5 years) where the scope of works included the installation/commissioning/repairing/testing of MV and/or LV mini-substations Note: Each project must be accompanied by either an Appointment letter or Purchase Order or completion certificate on the Client's letterhead.	40	1 Project	10
			2 projects	20
			3 projects	30
			4 projects	40
2.	Staff skills and experience			
2.1	Concise CV's (max 3 pages) indicating key staff's relevant experience to the scope of works. Proof of qualification and/or trade test must accompany each key staff member's CV where relevant	20	More than 6 years	20
			Between 3 – 6 years	10

	Electrical Technician (Minimum National Diploma or NQF Level 6 in Electrical Engineering) Also note that certification to work on HT voltage (11 000V) must be provided. Years of proven experience post qualification: Note: Zero points will be scored for staff member if both CV AND Qualification are not attached		Between 1 – 3 years	5
			Less than 1 year	0
3.	Client Reference			
3.1	Bidder to provide a reference letter for each of the projects mentioned under Evaluation Criteria number 1 above: Note: 1. Each reference letter shall be on the Client's letterhead, signed, and have contactable references and must have a clear description of what works were carried out by the service provider, the size of mini-sub, project cost, and a description of the service provider's performance. 2. Each reference letter shall correspond to a project mentioned under Technical Evaluation Criteria number 1, zero points will be scored for letters that do not correspond to any project listed under criteria number 1	20	1 reference letter	5
			2 reference letters	10
			3 reference letters	15
			4 reference letters	20

4	Safety Health Environment and Quality (SHEQ) Documents			
4.1	<p>The bidder shall submit proof of their company's SHEQ documents</p> <p>Notes:</p> <p>Generic SHEQ documents will receive a scoring of zero (0) points</p>	20	<p>Safety Policy and/or Plan</p> <p>Health Policy and/or Plan</p> <p>Environmental Management Plan</p> <p>Quality Control Policy and/or Plan</p>	<p>5</p> <p>5</p> <p>5</p> <p>5</p>

NB: Bidders will need to attain a minimum of 70 points out of 100 points to move to Pricing and B-BBEE.

7.5 SARS's Pricing and B-BBEE Evaluation Process – Gate 2

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 Annexure F: Bill of Quantities 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.

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 (PPR), 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 of the PP Regulations - 80/20: A maximum of 20 points may be allocated to a bidder; or
- (ii) Regulation 7 of the PP Regulations - 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 CIPC B-BBEE Certificate (Companies and Intellectual Property Commission)
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) of the PP Regulation

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) of the PP Regulations

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.

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 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;
- 8.2.12 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
- 8.2.13 to make the award subject to the successful Bidder entering into a duly signed contract with SARS; and
- 8.2.14 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 site visits 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 JBCC

- 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 JBCC (Minor Works) Agreement and Contract Data (to be amended to ensure that SARS complies with the Public Finance Management (PFMA) Act 1 of 1999, National Treasury Regulations made thereunder and other Legislative prescripts binding SARS) together with SARS' Specific Clauses Addendum (example attached to this Main RFP document) , as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the Successful Bidder. SARS will enter into a JBCC agreement with the successful bidder.

10 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph details the instructions to Bidders for preparing a Tender response to RFP 27/2021. 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.

10.1 Organisation of a Tender response

10.1.1 Irrespective of whether the Bidder is responding to portions of the Tender, or the Tender as a whole, the Bidder will be required to submit the following:

FILE 1	<p>Section 1</p> <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents) <p>Section 2</p> <ul style="list-style-type: none"> • Technical evaluation Responses • Supporting documents for technical responses <p>Section 3</p> <ul style="list-style-type: none"> • Supplementary information
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FILE 2	<p>Section 1</p> <ul style="list-style-type: none"> • B-BBEE Certificate/Sworn Affidavit together with completed SBD 6.1 • Fully completed and signed Annexure F - Bill of Quantity • 3 years audited/reviewed financial statements <p>NB: Bill of Quantities, B-BBEE and Financial statement responses must be submitted in a sealed envelope separate from the Technical Response envelope.</p>
Electronic/Soft Copy	All of the above information to be submitted in a memory stick/USB or CD ROM