

REQUEST FOR PROPOSAL

SARS RFP 28/2021

**PRINTING, PACKING AND LABELLING OF
COMMUNICATION MATERIAL SERVICES TO SARS**

RFP MAIN DOCUMENT

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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SARS RFP 28/2021**Summary, Guidelines, Instructions and Conditions**

The South African Revenue Service (“**SARS**”) invites suitable qualified service providers (“**Bidders**”) to submit proposals (“**Tenders**”) in accordance with the rules set out in this Request for Proposal (RFP) for the:

- Printing, Packing and Labelling of Communication Material Services to SARS.

1 SUMMARY OF THE SCOPE

The South African Revenue Service invites suitably qualified service providers to submit proposals in accordance with the rules set out in this Request for Proposal for the supply of the following areas of scope on a non-exclusive basis and as defined in more detail in the Business Requirements Specification (BRS) and other documents forming part of this RFP:

Pocket guide	Budget Speech during February each year
Peoples guide each year	Press inserts Budget Speech during February
(Loose inserts) each year	Press inserts - launch of Tax season on 1 July
Information leaflets	Distributed through SARS branches and ports of entry throughout the year peaking in July (Branches) and December (Ports of entry)
Posters	Distributed through SARS branches and ports of entry throughout the year.
Statutory documents	Strategic Plan; Annual Performance Plan; Annual Report; Tax Stats distributed to Parliament, stakeholders and executive staff
Guides	Tax Guides – national distribution
Calendars	Distributed to all staff annually
Amakhwezi books	Distributed to nominees at annual event
Ad hoc	International Relations, Outreach teams, education and recruitment teams

	(Schools and universities), Wellness Programs, Special events
Brochures and Leaflets	Business units request brochures / leaflets/and other promotional print products from time-to-time.
Pull-up banners	Branding for events
Tablecloths	Branding for events
CD Duplication	Branding and duplication and bagging with print
Memory sticks	Branding and duplication and bagging with print
Paper stock mostly used	
Press tabloids	135gsm Gloss Art
Posters	300 gsm Gloss Art
Guides	135gsm Gloss Art
Calendar, leaflets and magazine	128gsm Hi-Q Gloss
Statutory Documents	cover 300gsm Hi-Q Gloss inside pages 135gsm Hi-Q Gloss

2 DEFINITIONS

2.1 Definitions (Glossary table)

Bidder	is a prospective Service Provider who submits a Proposal for this RFP.
Briefing Session	means meeting to be held with prospective Bidders, the details of which are set out in paragraph 10.1.
B-BBEE	means Broad-Based Black Economic Empowerment
CSD	Central Supplier Database
Closing Date	means the date set forth in the table of dates in paragraph 0.

Proposal	is a response submitted by a Bidder to this RFP.
RFP	means this Request for Proposal, including all documents in the RFP Pack.
RFP Pack	means the collection of documents making up this RFP as listed in paragraph 3.2.
SARS	means an organ of the State established in terms of the South African Revenue Service Act, 1997 (Act No 34 of 1997) with its registered address located at its Pretoria Head Office, 299 Bronkhorst Street, Nieuw Muckleneuk, 0181, the Republic of South Africa.
SBD	means standard bid documents prescribed by National Treasury as listed in section 2 of the table set out in paragraph 3.2.
Service Provider	is a Bidder who is awarded within this RFP and with whom SARS has entered into a Printing, Packing and Labelling of Communication Material Services to SARS Agreement.
Services	include the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of the Printing, Packing and Labelling of Communication Material Services to SARS Agreement entered into with the Service Provider.
Term	means the term of the Printing, Packing and Labelling of Communication Material Services to SARS Agreement which the Service Provider and SARS will enter into as set out in paragraph 7.5.2.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

This RFP Pack is organised in 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 a Bidder attend the non-compulsory Briefing Session.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be completed in full and to be returned as part of the Bidder's Proposal.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Proposal.
4	The proposed agreement under which SARS wishes to procure the Services.
5	Response templates. Templates that are required to be completed and returned as part of a Bidder's Proposal.

Each document in the RFP pack is identified by the following naming convention

SARS RFP 28-2021 <s>-<n> <document name>

Where: <s> is the section number (as above) and <n> is an identifying number within the section. <document name> is a name describing the document contents.

3.2 RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 28-2021 1-1 Printing, Packing and Labelling of Communication Material Services to SARS Summary Guidelines Instructions and Conditions
2	Invitation to Bid (SBD1)	SARS RFP 28-2021 2-1 Invitation to Bid (SBD 1)
	Pricing Schedule (SBD 3.1)	SARS RFP 28-2021 2-2 Pricing Schedule (SBD 3.1)
	Declaration of Interest (SBD 4)	SARS RFP 28-2021 2-3 Declaration of Interest (SBD 4)
	Preference Points Claim Form (SBD 6.1)	SARS RFP 28-2021 2-4 Preference Points Claim Form (SBD 6.1)
	Declaration of Past SCM Practices (SBD 8)	SARS RFP 28-2021 2-5 Declaration of Past SCM Practices (SBD 8)
	Certificate of Independent Bid Determination (SBD 9)	SARS RFP 28-2021 2-6 Certificate of Independent Bid Determination (SBD 9)

	Supplier Cost and Risk Assessment Questionnaire	SARS RFP 28-2021 2-7 Supplier Cost and Risk Assessment Questionnaire
	SARS Oath / Affirmation of Secrecy	SARS RFP 28-2021 2-8 SARS Oath – Affirmation of Secrecy
3	Business Requirements Specification	SARS RFP 28-2021 3-1 Business Requirements Specification
4	Services Agreement - Printing, Packing and Labelling Services - Communication Material	SARS RFP 28-2021 4-1 Services Agreement - Printing, Packing and Labelling Services - Communication Material
	Service Levels - Printing, Packing and Labelling Services - Communication Material	SARS RFP 28-2021 4-2 Services Agreement - Printing, Packing and Labelling of Communication Material Services - Service Levels
	Contract Response Template	SARS RFP 28-2021 4-3 Services Agreement - Printing, Packing and Labelling Services - Communication Material Contract Response Template
Section	Document name	Document filename
5	Pricing Response Template	SARS RFP 28-2021 5-1- Pricing Response Template
	Proposal Checklist	SARS RFP 28-2021 5-2 Proposal Response Checklist

4 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	End Date/Time
1.	RFP is published	24 September 2021	18 October 2021 at 11:00
2.	RFP issued	24 September 2021	
3.	Non-Compulsory Briefing Session	10:00 04 October 2021	12:00 on 04 Oct 2021
4.	Bidders to submit written questions	04 October 2021	12 October 2021
5.	SARS to respond to written questions	06 October 2021	14 October 2021
6.	Proposals due (the "Closing Date")		18 October 2021 at 11:00

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' 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 will otherwise apply equally to the extended deadline.

5 SARS E-SOURCING

South African Revenue Service (SARS) has launched [eSourcing](#) system on 30 October 2017. The new eSourcing Solution has been integrated to National Treasury (NT) Central Supplier Database (CSD), in terms of NT SCM instruction 4A of 2016-2017, which will allow suppliers that are registered on NT CSD to access and respond to SARS tenders online. All suppliers wishing to do business with SARS (current and new) must be registered at NT CSD, with an MA number which will be a requirement to register on the electronic SARS Supplier User Registration page.

The following steps must be followed to register on SARS Supplier User Registration page:

1. Step one: 1. SARS current Suppliers without MA number and new suppliers register at Treasury CSD system and they get an MA Number;
2. Step two: 2. Supplier performs a user registration on a new registration screen on the SARS Procurement Portal (eSourcing) to get UserID and Password (the registration screen has only one field, the Supplier MA number);
3. Step three: 3. Supplier will be able to view tenders advertised and respond to tenders.

Suppliers must maintain valid information at NT CSD, as SARS will not be accepting Supplier documents to register as a vendor, only NT Central Supplier Database information will be utilized by SARS as Supplier information.

SARS will accept both manual and electronic tender response from Bidder's submitted at SARS tender Box and on the SARS eSourcing platform as valid submissions.

6 CONTACT PERSONS

All communication to SARS must be addressed to Tender Office:

- Name: Andre Taljaard
- Email: tenderoffice@sars.gov.za
- Tel Number: (012) 422 4078

Communication sent by SARS regarding this tender will only be regarded as official communication if sent from tenderoffice@sars.gov.za, or [eSourcing](#) platform a communication accompanied by a letter of authorisation signed by the SARS Executive: Procurement.

7 OVERVIEW OF SARS' REQUIREMENTS

7.1 Introduction

SARS' mandate under the South African Revenue Service Act, 1997 (Act No 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' 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.

SARS' Communication is highly dependent on optimal availability of Printing of Taxpayer education and information material as an important aspect of the SARS marketing and communication strategy, which is a platform the organisation, uses to reach taxpayers and employees about important issues.

7.2 SARS' Objectives in issuing this RFP

SARS' objectives in issuing this RFP are to conclude Print, Packing and Labelling of Communication Material Services to SARS Agreement with the successful Bidder that will achieve the following:

- 7.2.1 to provide SARS the Services in a manner that is intended to create and maintain a high level of user satisfaction in line with the defined Service Levels;
- 7.2.2 to achieve significant cost savings for SARS without any degradation in the quality of the Services;

- 7.2.3 to contain SARS' risk appropriately, including with respect to (i) sustained service delivery; (ii) cost containment; (iii) changes in law; (iv); and security of SARS Confidential Information;
- 7.2.4 to procure the Services under a flexible and scalable arrangement which reflects SARS' needs from time to time;
- 7.2.5 to procure the Services for Charges that (i) are commensurate with SARS' actual consumption, (ii) are predictable and controllable, (iii) and are at or below the South African market price for similar services throughout the Term;
- 7.2.6 to establish a successful contractual relationship between the Parties that is flexible and highly responsive to SARS' changing requirements during the Term;
- 7.2.7 to provide SARS with expertise including that which is required to identify, analyse, recommend, provide and implement, among other things, new technologies and processes;
- 7.2.8 to provide SARS with Services that improve and remain competitive over the Term; and
- 7.2.9 to enable the Service Provider and its Subcontractors to earn a reasonable return on their investment and a reasonable profit from the performance of the Services, provided that the Service Provider meets its obligations under the Agreement.

7.3 General Notes Regarding the Services

SARS reserves the right to:

- 7.3.1 request ad hoc services within or related to the scope of the Services;
- 7.3.2 include additional Services;
- 7.3.3 direct that Services be delivered to SARS on behalf of other government entities;
- 7.3.4 include additional services related to Services; and
- 7.3.5 require that the pricing of any new requirements be aligned with the pricing applicable to existing Services where such Services are similar to those already provided.

7.4 Proposed Contract

- 7.4.1 Any award made to a Bidder under this RFP is conditional, amongst others, upon SARS and such Bidder concluding a comprehensive written contract Print, Packing and Labelling of Communication Material Services to SARS Agreement.
- 7.4.2 The proposed Print, Packing and Labelling of Communication Material Services to SARS Agreement is set out in the Print, Packing and Labelling of Communication Material Services to SARS Agreement of this RFP which reflects the terms and conditions upon which SARS intends to contract with a successful Bidder.
- 7.4.3 While SARS reserves to itself the right to vary the terms and conditions of the proposed Print, Packing and Labelling of Communication Material Services to SARS Agreement during the course of negotiations with a Bidder, it is a condition of the RFP that a successful Bidder will be bound by those terms and conditions of the proposed contract, unless SARS chooses otherwise.
- 7.4.4 By submitting a proposal, the Bidder acknowledges that SARS will rely upon the representations made in the Bidder's Proposal in evaluating and making an award. If the Bidder is successful, the Bidder should note that the terms of its Proposal will be incorporated in the proposed contract by reference. It follows therefore that misrepresentations in a Proposal may result in legal action or other processes by SARS against the Bidder notwithstanding the conclusion of a Print, Packing and Labelling of Communication Material Services to SARS Agreement between SARS and the Bidder for the provision of the Services in question.
- 7.4.5 SARS reserves the right to defer the commencement date of the delivery of Services or a component of the Services.
- 7.4.6 The Bidder's Proposal pricing, must be firm and, in the event that the Bidder is successful, must remain as per the Proposal until 12 (twelve) months after the conclusion of the contract. The Bidder must take note of the provisions of the Print, Packing and Labelling of Communication Material Services to SARS Agreement which govern the annual adjustment of pricing. The first such adjustment will only be made on the first anniversary of the effective date of the contract.
- 7.4.7 In the event that the successful Bidder fails to sign the Print, Packing and Labelling of Communication Material Services to SARS Agreement in the form submitted by it as part of its Proposal within 21 (twenty-one) days of SARS calling upon it in writing to do so, SARS reserves the right to:
- 7.4.7.1 cancel the award to the successful Bidder;
 - 7.4.7.2 make arrangements with reserve Bidder to conclude the contract with such reserve Bidder; and / or

- 7.4.7.3 take any other action SARS deems reasonable and appropriate in the circumstances.

7.5 Model of Service Supply

The details of the model of service supply are specified in the Business Requirements Specification. The Bidder's attention is drawn to the following assumptions that are fundamental to the model of service supply:

- 7.5.1 It is SARS' objective to appoint a single Service Provider to provide Print, Packing and Labelling of Communication Material Services to SARS and hence it is a requirement that Proposals must contain a complete solution for the entire scope and all required Services.
- 7.5.2 It is SARS' objective to enter into a contract with the Service for a period of three (3) years.
- 7.5.3 The Services are contracted without any commitment to volumes and without a commitment to any spend. The Bidder is advised to consult the Print, Packing and Labelling of Communication Material Services to SARS Agreement for the provisions under which SARS may terminate Services.

8 PROPOSAL QUALIFICATION

8.1 Introduction

SARS has a detailed evaluation method premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No 1 of 1999), which prescribes that SARS' process must be, *inter alia*:

- 8.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 8.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- 8.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 8.1.4 consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM")

In furtherance of this evaluation method, the bidding qualifications as set out in this paragraph 8 will apply.

8.2 Bidding Qualification

- 8.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 8.2.1.1 to 8.2.1.3 should not submit bid proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 8.2.1.1 to 8.2.1.3 then that Bidder's Proposal will be rejected without any further consideration, at SARS' sole discretion.
- 8.2.1.1 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 Proposals submitted by a consortium or a special purpose vehicle constituted for the purpose of responding to this RFP.
- 8.2.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 8.2.1.3 No bid may be awarded to a bidder whose tax matters have not been declared by the SARS to be in order. 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.
- 8.2.1.4 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.
- 8.2.2 Subject to sub-paragraph 8.2.3 below, 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 15% (fifteen percent) of the interests in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of SARS or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("**Government Entity**"):
- 8.2.2.1 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;
- 8.2.2.2 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;

- 8.2.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;
 - 8.2.2.4 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;
 - 8.2.2.5 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;
 - 8.2.2.6 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;
 - 8.2.2.7 has in the past engaged in any conduct referred to in sub-paragraphs 8.2.2.1 to 8.2.2.6 foregoing;
 - 8.2.2.8 has been found guilty in a court of law or administrative or regulatory authority having appropriate jurisdiction, on charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed; or
 - 8.2.2.9 is listed on the National Treasury's Register of Tender Defaulters or the National Treasury's Database of restricted Suppliers.
- 8.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 8.2.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 8.2.2.7 foregoing may, prior to submitting a Proposal, approach SARS in writing for an exemption as foresaid, in which event:
- 8.2.3.1 the Bidder is required to provide SARS with full information to enable SARS in its sole discretion to consider such application for exemption; and
 - 8.2.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS' discretion.

8.2.4 By submitting a Proposal the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 8.2.2 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 8.2.3 foregoing.

8.2.5 SARS may disqualify a Bidder:

8.2.5.1 whose Proposal contains a misrepresentation which is materially incorrect or misleading;

8.2.5.2 in respect of whom any of the 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 15% (fifteen percent) of the interests in the Bidder other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any one or more such persons;

8.2.5.3 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;

8.2.5.4 who unlawfully had access to any of SARS' proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders;

8.2.5.5 who materially fails to comply with any conditions or requirements of this RFP;

8.2.5.6 who in SARS 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

8.2.5.7 who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFP.

9 SUBCONTRACTORS

9.1 Definition of Subcontractor

For the purposes of this RFP 28-2021, suppliers of infrastructure and technology and related services which the Bidder is reselling are not regarded as subcontractors. A provider of a comprehensive solution to a portion of the scope of this RFP 28-2021 which the Bidder has engaged to enable the Bidder to propose a complete solution to SARS is regarded as a subcontractor.

9.2 Retained Accountability

Although SARS permits Bidders to subcontract areas of scope, the successful Bidder will at all times be solely and entirely accountable to SARS for the performance of the contractual obligations.

The Bidder's attention is drawn to the provisions of Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 issued 20 January 2017, regulations 12(3):

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 than the person concerned, unless the contract is subcontracted to an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

The Bidder must take cognisance of these provisions in negotiating and concluding sub-contractor agreements.

9.3 Subcontractor Participation

SMME subcontractors wishing to participate in the RFP should engage with suitably qualified prime Bidders to participate in the submission of a Proposal and such SMME subcontractors are not restricted by SARS to only doing so with a single prime Bidder.

9.4 Subcontractor Details Required

Where a Bidder proposes to appoint a subcontractor, the Bidder must in its Proposal in respect of each proposed subcontractor:

- 9.4.1 identify the subcontractor in full;
- 9.4.2 provide full details of the functions which the subcontractor will fulfil. This should include details of the delimitations of scope within the Services to be assigned to such a subcontractor;
- 9.4.3 the estimated total contract value which will be sub-contracted to the subcontractor and the percentage of the total contract that the subcontracted value represents in the event that the Bidder is successful; and
- 9.4.4 submit the information specified in paragraph 9.4.2.

SARS reserves the right to refuse the Bidder the right to appoint any subcontractor in respect of whom the Bidder has not fully complied with the provisions of this paragraph 9.4; and

SARS may disqualify a Bidder's Proposal in which the Bidder proposes to appoint a subcontractor which does not comply with the provisions of paragraph 9.4.

10 BID PREPARATION AND SUBMISSION

10.1 Non-Compulsory Briefing Session

To enable a Bidder to attain a more detailed degree of knowledge of SARS' requirements, SARS intends to hold a non-compulsory Briefing Session. In observing the Covid-19 protocols, Bidders non-compulsory Briefing Session would be hosted on Cisco Webex:

Date: Monday, October 4, 2021

Time: 10:00 am | 2 hours |

Meeting number: 2363 372 5313

Password: dgNnynUg872

Join by phone

+27-21672-2339 South Africa Toll

+27-11-019-7059 South Africa Toll 2

Access code: 236 337 25313

<https://sarsmeetings.webex.com/sarsmeetings/j.php?MTID=m1ae5f7d5ba86658177ef20f021ffab65>

10.1.1 The Bidder's representatives attending non-compulsory Briefing Session will be afforded the opportunity to submit written questions to SARS on the chat board during the Briefing session. Subject to the same conditions set out in 10.2.1, SARS will respond to all such questions by publishing the responses on the SARS procurement website.

10.2 Question and Answer Process

- 10.2.1 Between the dates given in item 4 and 5 of the table in paragraph 0, SARS will receive questions sent by Bidders by email to the address tenderoffice@sars.gov.za or on SARS [eSourcing](#) platform. 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. Where SARS responds to a question, it will do so by publishing the question and response on the SARS procurement website and on [eSourcing](#) platform. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 10.2.2 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 and on SARS [eSourcing](#) platform. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals to ensure that the Bidder uses the latest versions of documents in the RFP pack.
- 10.2.3 Depending on SARS' assessment of the nature and extent of Bidders' questions during the Question and Answer process, SARS may schedule additional non-compulsory or optional briefing sessions.
- 10.2.4 The SARS procurement website and SARS [eSourcing](#) platform must be treated as primary means of communication by SARS to Bidders. Communication to Bidders who attended the Briefing Session by email are made as a courtesy. In the event of any communication received by the Bidders that is in conflict with Communication posted on the SARS procurement website and on SARS [eSourcing](#) platform, the SARS procurement website and [eSourcing](#) platform communication will prevail.

10.3 Site Inspections

SARS will hold Site Inspection to affirm the security and building of the prospective bidder, SARS reserves the right to schedule non-compulsory site inspections should it become apparent to SARS that it is necessary for a full understanding of the RFP specification submitted by the bidder.

10.4 Proposal Submission

- 10.4.1 Proposals must be deposited at tenderoffice@sars.co.za or on SARS [eSourcing](#) platform. Bidders must deposit their tender supporting hardcopy information in the SARS tender box at Lehae La SARS, 299 Bronkhorst Street, Brooklyn, Pretoria, 0181 on or before Closing Date of the RFP as set out in the table in paragraph 4.

10.4.2 Late Proposals will not be considered under any circumstances whatsoever.

10.4.3 Prior to submission the Bidder must check the numbering of the pages of its Proposal and satisfy itself that none are missing or duplicated. The Bidder must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 13. No liability is accepted by SARS in regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Bidder's Proposal to the attention of the Bidder and/or allow the Bidder to correct such defect.

10.4.4 All hardcopy documents in the Bidder's Proposal must be signed by a duly authorised signatory on behalf of the Bidder and **initialled on every page** where a full signature is not required. A signatory's authority to sign must appear from supporting documentation such as a copy of a board resolution duly authorising the signatory to sign the Proposal on behalf of the company. The Bidder must sign and/or initial (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.

10.4.5 All Proposal hard copy supporting documents deposited in SARS Tender Box must be submitted in original.

10.4.6 All Proposals and supporting documentation must be submitted in English.

10.4.7 SARS reserves the right to retain the Bidder's Proposal for audit purposes. SARS will return the Bidder's Proposal only upon written request being made to SARS and on condition that SARS will be allowed to make the necessary photocopies of the Bidder's Proposal for record purposes, at SARS' cost.

10.4.8 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to SARS will be borne exclusively by the Bidder.

10.4.9 Proposals will remain valid for a minimum period of 180 (one hundred and eighty) days from the Closing Date.

10.5 Proposal Compliance

The Bidder must ensure that all provisions and instructions in this paragraph 10 and paragraph 13 for the completion and submission of a Proposal are followed in detail.

10.5.1 The Bidder's attention is drawn to the following documents required as part of a Bidder's Proposal which, if omitted from a Proposal, will result in that Proposal being eliminated from evaluation at SARS' sole discretion:

Table 1

	Name of the document that must be submitted	Non-submission may result in disqualification?
1	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
3	Pricing Schedule –SBD 3.1	YES - Please complete and sign the supplied pro forma document.
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–Non-submission will lead to a zero score on B-BBEE.
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	Supplier Cost and Risk Questionnaire	YES - Please complete and sign the supplied pro forma document
9	SARS' s Oath of Secrecy	YES – Please complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
10	B-BBEE certificate OR Sworn Affidavit (whichever applicable according to SBD 6.1)	No–Non-submission will lead to a zero score on B-BBEE.
11	Three (3) most recent Financial Statements	YES – Bidders are required to submit complete sets of audited / reviewed annual financial statements in the name of the bidding entity.
12	Technical Requirements eSourcing RFP 28-2021 5-2	YES – Please submit fully completed <u>Technical Requirements on eSourcing</u> SARS RFP 28/2021 5-2
13	Pricing Response Template SARS RFP 28/2021 5-3	YES – Please submit fully completed <u>Pricing Response Template</u> SARS RFP 28/2021 5-3

10.5.2 SARS may reject a Proposal which:

- 10.5.2.1 is conditional on SARS' acceptance of substantial deviations from the proposed contract included in this RFP;
- 10.5.2.2 fails to commit to the key deliverables required by this RFP;
- 10.5.2.3 does not contain correct number of copies, or who submits copies in an incorrect format; or
- 10.5.2.4 is non-compliant in any respect.

11 EVALUATION AND SELECTION

11.1 Process after Closing Date

After the Closing Date in paragraph 0:

- 11.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Proposal, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose. Only under exceptional circumstances and as may be permitted by applicable legislation, SARS may, at its sole discretion, allow Bidders to make any amendments to or supplement their Proposals after the stipulated Closing Date and time;
- 11.1.2 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify information and capabilities claimed (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder must respond within the timeframes set by SARS, failing which SARS will evaluate the Bidder's Proposal based on the limited information at hand;
- 11.1.3 no amendment may be made to a Proposal, unless specifically permitted or requested by SARS;
- 11.1.4 SARS may shortlist Bidders and may request presentations from short-listed Bidders;
- 11.1.5 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals;
- 11.1.6 SARS will evaluate the Proposals with reference to SARS' evaluation criteria detailed in paragraph 11.3. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

11.2 SARS' Mandatory Pre-qualification Criteria

- 11.2.1.1 SARS has defined the minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Proposal for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Proposal complies with the provisions of this tender.

11.2.1.2 SARS's Pre- Technical qualification Criteria- Gate 0.1

No	Pre- Technical Evaluation Criterion	Disqualification Non-Compliance
1.	Gauteng Physical Address: The Bidder must supply the latest municipal rates not older than 3 months and/or Leasing agreement to demonstrate that Bidder's operation is Gauteng based	Yes
2.	Machines and Finishing equipment with advanced Capability The Bidder's factory must be equipped with machines and finishing equipment with advanced capabilities. Pictures of the machines must be provided as proof (This mandatory requirement will also be confirmed at site visit to Bidders who qualify after Technical evaluations).	Yes
3.	B-BBEE Status level 1, 2, 3 and 4 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, 2, 3 and 4.	Yes

- 11.2.1.3 Where the Bidder's Proposal fails to comply fully with any of the Mandatory pre-qualification criteria or SARS is for any reason unable to verify whether the mandatory pre-qualification criteria are fully complied with, SARS will have the right to either:

- 11.2.1.3.1 entirely reject the Proposal in question and not to evaluate it at all;
- 11.2.1.3.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Proposal so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as SARS may determine, of it being requested by SARS and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal; or

11.2.1.3.3 in any event permit the Proposal to be evaluated.

11.3 SARS' Evaluation Criteria

11.3.1 SARS' evaluation criteria provide for the accumulation of points for a Bidder's Proposal based on the extent to which it:

- 11.3.1.1 provides a technical solution and services that meet SARS' requirements. In this regard the Bidder is directed to examine the requirements set out in the Business Requirements Specification and in particular to those requirements which are essential to the Bidder's Proposal being acceptable as a technical solution;
- 11.3.1.2 achieves SARS' Broad Based Black Economic Empowerment objectives read with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) Regulations and National Treasury guidelines; and
- 11.3.1.3 is financially competitive and offers value for money.

SARS' evaluation of Proposals includes functionality as a criterion and hence the evaluation of Proposals will be conducted in a two stage process after pre-qualification.

11.3.2 A financial statement analysis will be conducted on the recommended Bidders after completion of the pricing and B-BBEE evaluation stage. In this regard Bidders are referred to paragraph 13 in terms of which Bidders are required to submit completed sets of the last 3 (three) audited/reviewed annual financial statements in the name of the Bidder.

11.3.3 In the **first stage**, an assessment of functionality will be performed in terms of the following criteria:

Criterion	Description	Weighting	Evaluation values
Customer Experience	<p>The Bidder must provide at least three (3) contactable references letters from current and/or previous clients.</p> <p>The reference must be in the letterhead of the company / department-giving testimonial with contact details of the responsible person.</p> <p>The letter must include the following: 1. the description of the service, and 2. the contract duration.</p>	(10)	<p>1. Three (3) reference letters consisting of (Description of Service and Contract duration) = 10 points maximum</p> <p>2. Two (2) reference letters consisting of (Description of Service and Contract duration) = 6 points</p> <p>3. One (1) letter consisting of (Description of Service and Contract duration) = 2 points</p> <p>4. Zero letter submitted = 0 points</p>
Customer Reference	<p>How many years has the Bidder been providing the services of Printing?</p> <p>Bidders must submit their CIPC company registration document and company profile to support their response for this requirement</p>	(10)	<p>1. >5 Years = 10 points maximum</p> <p>2. >3 years = 6 points</p> <p>3. <2 Years = 2 points</p> <p>4. < One (1) Year = 0 points</p>
Capability	<p>The Bidder must supply three (3) samples of different finishes with confirmation letter from the client the service was delivered.</p> <p>Bidder's samples will be evaluated for large format and the capability to print in A-Zero.</p> <p>Samples should be provided in Fabric and Paper (Bidders are encouraged to submit different sizes of samples). Pictures of the factory should be submitted to support</p>	a) (10)	<p>1. Good quality of the output printing in Litho, Digital and Large Format. = 10 points maximum</p> <p>2. Minimal quality of the output printing in Litho, Digital and Large Format = 6 points</p> <p>3. Limited quality of the output printing in Litho, Digital and Large Format = 2 points</p>
		b) (10)	<p>1. Good quality of the finishing, cutting and binding abilities. = 10 points maximum</p> <p>2. Minimal quality of the finishing, cutting and binding abilities. = 6 points</p> <p>3. Limited quality of the finishing, cutting and binding abilities. = 2 points</p>

	<p>Packing and Labelling capability (this requirement may be verified at site meeting).</p> <p>The Bidder will be judged on the quality of work based on the following elements:</p> <p>a). Printing machines: Litho, digital and large format;</p> <p>b). Finishing, cutting, binding abilities; and</p> <p>c). Packing and labelling ability.</p>	c) (10)	<p>1. Packing and Labelling meets the standard quality. = 10 points maximum</p> <p>2. Packing and Labelling partly meets the standard quality = 6 points</p> <p>3. Packing and Labelling to a lesser extend meets the standard quality = 2 points</p>
Industry Service	<p>Bidder must demonstrate its industry experience and dedicated services.</p> <p>Bidder to supply dedicated client service personnel with industry experience:</p> <p>(Provide CV with name, email, contact number, years in the industry and detailed experience)</p>	(10)	<p>1. Three (3) professionals with Litho printing experience = 10 points maximum</p> <p>2. Two (2) professionals with Litho printing experience = 6 points</p> <p>3. One (1) professionals with Litho printing experience = 2 points</p>
Quality Control	<p>Bidder's system to ensure quality control.</p> <p>What Systems does the Bidder have in place to ensure quality control?</p> <p>Bidder to supply policy and/or quality control Standard Operating Procedure that governs the quality control in the value chain of printing.</p>	(10)	<p>1. Comprehensive proposal supported by a valid policy or company SOP for quality assurance = 10 points maximum</p> <p>2. Minimal proposal not supported by a valid policy or SOP for quality assurance = 6 points</p> <p>3. No information provided on quality assurance = 0 points</p>
24/7 Printing Capability	<p>Bidder's must demonstrate capability to do 24 hour / 7 days a week printing</p> <p>Does the Bidder have 24 hours / 7 days a week production capability and how is it applied?</p> <p>Bidder to demonstrate that they have a 24 hours / 7 days a week production capability to manage emergency print requests.</p>	(10)	<p>1. Bidder has a capability to 24/7 hours production services = 10 points maximum</p> <p>2. Bidder has a capability to 12 hours production services = 6 points</p> <p>3. Bidder has a capability to 8 hours production services = 2 points</p> <p>4. Bidder has a capability to print during working hours only = 0 points</p>

Physical Security	<p>Bidder's premises will be evaluated for security purpose during site visit.</p> <p>For the purpose of responding to the tender, Bidders must submit pictures to support their response to Physical Security.</p> <ol style="list-style-type: none"> 1. 24/7 Security officers on site; 2. Electronic access control; 3. Turnstiles and/or Boom-gates with access control; 	(10)	<ol style="list-style-type: none"> 1. 24/7 Security officers, Access control (Turnstiles and/or Boom-gates) = 10 points maximum 2. Minimal security with other elements missing = 6 points 3. 50% of physical security requirements missing = 2 points
Information Security	<p>Bidder's premises would be evaluated for security purpose during site visit.</p> <p>CCTV system with fulltime on-site live monitoring, recording and retrieval capabilities, security vetting and clearance of all relevant staff prior to commencement of contract and again for jobs under embargo.</p>	(10)	<ol style="list-style-type: none"> 1. Comprehensive security environment encompassing all Information Security requirements. = 10 points maximum 2. Serious concerns on security environment, with one or more Information Security requirements lacking = 0 points
Total for Functionality (Technical & Security)		100	

If, during the evaluation, an aspect of the Bidder's Proposal is found to render the solution unacceptable to SARS then the Bidder's Proposal will be rejected and not evaluated further. Together the criteria listed in the table above make up the functionality (Technical and Security) criterion and a Bidder's Proposal will be evaluated for **functionality** out of a possible 100 (one hundred) points. **Bidder's proposal must achieve 70 points for functionality of which 10 points must be for security requirements to be considered as acceptable.**

Proposals that score a number of points for functionality that is greater than or equal to a minimum threshold of 70 (seventy) points will proceed to the next stage of evaluation. In the event that no Proposals qualify to proceed to the next stage of evaluation, at its sole discretion, may consider the Proposal scoring the highest number of points for functionality and Proposals scoring higher than 95% (ninety-five percent) of the highest scoring Proposal for functionality for selection to the second stage of evaluation.

- 11.3.4 In the **second stage** of the evaluation, qualifying Proposals from the first stage will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations and National Treasury guidelines.

Criterion	Maximum Points
B-BBEE	20
Price	80

Stage 2 – Price Evaluation (80 points).

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

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:

- the Bidder must ensure the completeness and accuracy of the pricing figures provided in the Pricing Response Template.
- the Bidder's authorised signatory warrants 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).
- the Bidder's Proposal may be regarded as non-responsive if the electronic Pricing Response Template contains omissions.

SARS, in its sole discretion, may regard the Bidder's Proposal as non-responsive if one or more of the pricing components of the Pricing Response Template provided in the Proposal are: not firm; subject to negotiation; subject to variation other than by mechanisms contemplated in the proposed contract; dependant on assumptions not provided by SARS in the RFP; or not reasonably determinable at the time of evaluation for any other reason.

Points for the price criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations. The price of the Bidder's Proposal will be calculated over the anticipated term of the Agreement. Any additional costs that would be incurred by SARS by the Bidder implementing the solution or a part of the solution may be taken into account during evaluation.

Stage 2 – BBBEE Evaluation (20 points)

The checklist below indicates the B-BBEE documents that must be submitted for this Bid, failure to submit will result in scoring zero for B-BBEE.

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate	20

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn Affidavit or Certificate from CIPC
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency. A sworn Affidavit – only 51% BO and above.
Large Enterprise (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 of contributor 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.

Use and acceptance of Affidavits

SARS reserves the right to request that bidders submit their Black ownership and turnover information in support of their Affidavits.

Joint Ventures and Consortiums

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.

Tertiary Institutions and Public Entities

Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.

11.3.5 A financial statement

A complete set of audited/reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity.

The annual financial statements must contain:

- statement of profit and loss and other comprehensive income
- statement of financial position
- statement of cash flows
- statement of changes in equity/net assets
- accompanying notes

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

- 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.

In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a Performance Guarantee that is signed by a duly authorised representative of the entity.

In the event of the bid being in the form of a Joint Venture (JV), the following is required:

- Annual financial statements of the JV; and
- JV legal agreement detailing the percentage ownership of each entity.
- Unincorporated JV's should submit separate financial statements for each party in the JV and a signed JV legal agreement.

NB: SARS retains the right to request further information with regards to the annual financial statements, should the need arise.

11.4 Process Following Evaluation

11.4.1 Following SARS' evaluation of the Proposals, SARS has the right to, inter alia, in its sole discretion:

- 11.4.1.1 consider the business case for the award of the RFP and of the optional components based on the Proposals received;
- 11.4.1.2 undertake a Bidder clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
- 11.4.1.3 short list 1 (one) or more Bidders;
- 11.4.1.4 conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS;
- 11.4.1.5 conduct a risk assessment of a Bidder's capability to : perform the Services in accordance with the specified Service Levels; and or more generally to achieve SARS' objectives as set out in paragraph 7.2;
- 11.4.1.6 take any other action it deems appropriate.

11.4.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by SARS (including but not limited to under subparagraphs 11.3.1.1 to 11.3.1.3 foregoing), which in SARS opinion justifies such revision.

- 11.4.3 Upon completion of its evaluations, SARS may select 1 (one) or more preferred Bidders.
- 11.4.4 SARS will be under no obligation to select the Bidder with the highest number of points.
- 11.4.5 Upon an award, the successful Bidder will be required to enter into the Agreement with SARS in accordance with paragraph 7.4. In this regard:
 - 11.4.5.1 SARS will enter into negotiations with the Bidder with a view to concluding the Agreement;
 - 11.4.5.2 SARS will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if SARS, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its Proposal; the Bidder is attempting to withdraw from positions or commitments made in its Proposal; the Bidder is not negotiating in good faith; or an agreement may not be expeditiously concluded with the Bidder for any other reason.
- 11.4.6 SARS reserves its rights, in full, to make no award for all or part of the scope if a risk assessment performed in terms of 11.4.1.5 discloses unacceptably high risks to SARS.

12 GENERAL CONDITIONS OF TENDER

12.1 Acceptance of RFP Conditions

The Bidder's participation in the RFP process (including but not limited to attending the non-compulsory Briefing Session or information sessions; directing questions to SARS as referred to in paragraph 10.2 or submitting a Proposal) is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP as binding on the Bidder.

12.2 Reservation of Rights

SARS reserves the right in its sole discretion to:

- 12.2.1 make no award and/or to make an award for services making up a part of the RFP;
- 12.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 12.2.3 change any of its requirements as set out in this RFP by notice to all Bidders who attended the Non-Compulsory Briefing Session;

- 12.2.4 change any condition, procedure or rule of the RFP by notice to all Bidders who attended the Non-Compulsory Briefing Session;
- 12.2.5 supplement any information contained in this RFP by notice to all prospective Bidders;
- 12.2.6 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;
- 12.2.7 re-advertise for Proposals;
- 12.2.8 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;
- 12.2.9 conduct site visits and/or perform audits on any Bidder whenever SARS deems it prudent to do so;
- 12.2.10 undertake further checks on Bidders, which may include information on public record or in the public domain;
- 12.2.11 take into account the service history of the Bidder should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder, or by any of the Bidder's directors, members or trustees. SARS reserves the right not to award the Proposal to a Bidder whose track record (or that of any of its directors, members or trustees) with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to object;
- 12.2.12 to no longer consider a Bidder's Proposal where adverse information about the Bidder or its Proposal submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 12.2.13 to award a Proposal based on which Bidder is offering the best value for money, even if such Proposal is not the lowest priced Proposal; and
- 12.2.14 to make the award subject to the successful Bidder entering into the Printing, Packing and Labelling of Communication Material Services to SARS Agreement with SARS on such terms and conditions as are acceptable to SARS.

12.3 **Validity of Information**

SARS has made reasonable efforts to ensure accuracy in compiling 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 or omission 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 as to the correctness and sufficiency of such before submitting its Proposal.

The Bidder must submit questions to SARS as part of the question and answer process to gain a full understanding of any aspect of the RFP that is not clear to the Bidder.

12.4 **RFP not an Offer**

This RFP does not constitute an offer to do business with SARS, but merely serves 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.

12.5 **Preparation Costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Proposal 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 Proposal to this RFP.

12.6 **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 Proposal submitted by such Bidder from further consideration, unless the Bidder is able to resolve such conflict to SARS' satisfaction.

12.7 **Indemnity**

If a Bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and 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.

12.8 Precedence

The terms and conditions of this RFP Main Document will prevail over any information provided during any briefing session or communication whether oral or written, unless such information is official communication, as set out in paragraph 5, in writing and that such information expressly states that it amends this RFP Main Document.

12.9 Responsibility for Subcontractors and Bidder's Personnel

A Bidder is responsible for ensuring that its subcontractors, personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its subcontractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 12.10 below.

12.10 Confidentiality

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, information contained in or relating to this RFP or a Bidder's Proposal(s) may not be disclosed by any Bidder other than to a person officially involved with SARS' examination and evaluation of a Proposal.

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 Proposal. 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' 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 such legal action as SARS may deem suitable.

After the Closing Date, no confidential information relating to the process of evaluating or adjudicating Proposals or appointment of a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

12.11 **Communication with SARS**

The Bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in paragraph 5. SARS may, at its sole discretion, disqualify the Bidder if the Bidder communicates or attempts to communicate any information regarding this RFP to any SARS employee; official; or any third parties involved in the preparation, evaluation or award of the RFP other than through the official contact provided in paragraph 5.

12.12 **Intellectual Property**

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

12.13 **Limitation of Liability**

A Bidder participates in this RFP process entirely at its own risk and cost. SARS will 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.

12.14 **Tax Compliance**

No bid may be awarded to a Bidder whose tax matters have not been declared by the SARS to be in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

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.

12.15 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.

12.16 National Treasury Restrictions

The RFP will not be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers.

SARS reserves the right to withdraw an award, or terminate a contract concluded with a Bidder should it be established, at any time, that a Bidder's name (or that of any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or it has have been placed on National Treasury's List of Restricted Suppliers; or if the Bidder has been blacklisted by any other government institution.

12.17 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.

13 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 13 details the instructions to Bidders for preparing a Proposal in response to RFP 28-2021. These instructions must be followed in detail to enable the information contained in the Bidder's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, SARS reserves the right to reject the entire Proposal or portions of the Proposal 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 Proposal.

13.1 Proposal Format

- 13.1.1 The Bidder's Proposal contents are detailed in paragraph 13.2:
- 13.1.2 The Bidders must submit a signed copy of its Proposal on SARS eSourcing and signed copy of information submitted at SARS Tender Box on or before closing date.

13.2 Organisation and Contents of a Proposal

13.2.1 Common File

The Bidder will be required to submit the Common File (Pre-Qualification Response)

Pre-Qualification		
Submitted electronically on SARS eSourcing		RFP 28-2021 <Bidder Name> Common File
No.		Content required
1	Covering Letter	A letter from the Bidder confirming the submission of the Proposal and is signed by an authorised signatory of the Bidder. No template is provided – this is to be submitted in free format and must be submitted on the Bidder's letterhead. PDF format in electronic copy.
2	Board Resolution	Signed Board resolution authorising the Bidder's signatory. In the electronic copy the original signed document must be scanned and submitted in PDF format.

3	SBDs	<p>Completed Standard Bidding Documents.</p> <p><u>Invitation to Bid (SBD1)</u></p> <p><u>Pricing Schedule (SBD 3.1)</u></p> <p><u>Declaration of Interest (SBD 4)</u></p> <p><u>Declaration of Past SCM Practices (SBD 8)</u></p> <p><u>Certificate of Independent Bid Determination (SBD 9)</u></p> <p><u>Supplier Cost and Risk Assessment Questionnaire</u></p> <p><u>Oath of Secrecy</u></p> <p>Provision has been made to also submit the completed and signed documents on eSourcing when responding through this platform.</p>
4	CSD	<p>Central Supplier Database (CSD) Report valid at the Closing Date.</p> <p>In the electronic copy the original must be scanned and submitted electronically in PDF format.</p>
5	Annual Financial Statements	<p>The Bidder's last 3 (three) years audited annual financial statements.</p> <p>In the electronic copy the originals must be scanned and submitted in PDF format.</p>
6	Checklist	<p>Completed template:</p> <p><u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the as electronic copy.</p>

13.2.2 Technical Requirements

The Bidder will be required to submit an electronic copy labelled as set out hereunder.

Technical Requirements		
(Electronic Technical Requirements)		RFP 28-2021
No.	Directory name	Content required
1	Technical Response	Completed template: <u>Technical Requirements Section</u> Bidder must respond to all Technical requirements questions as set out in the tender documentation
2	Contract Mark-ups	Completed template: <u>Contract Response Template</u> The completed template must be submitted in Microsoft Word format in the electronic copy.

13.2.3 (Pricing and B-BBEE Section)

The Bidder will be required to submit a Pricing Response Template as published with the tender. A signed copy and a spreadsheet workings file must be submitted.

If a Subcontractor is proposed, then the Subcontractor's B-BBEE certificate; must be submitted with the Bidder's B-BBEE.

Pricing Response Template		
(Electronic submission)		RFP 28-2021
No.	Directory name	Content required
1	Pricing template	<p>Completed template:</p> <p><u><i>Pricing Response Template</i></u></p> <p>A signed printout of the completed template must be included in the electronic submission.</p> <p>Another completed template must be submitted in Microsoft Excel format in the electronic copy.</p>
2	Preference Points Claim Form	A completed Preference Points Claim Form (SBD 6.1).
3	Bidder's B-BBEE Certificate	<p>The Bidder's B-BBEE certificate, valid as at the Closing Date.</p> <p>The original hardcopy must be scanned and submitted in PDF format.</p>
4	Subcontractor B-BBEE Certificates	<p>For every subcontractor named by the Bidder in the template 1 in 13.2.3 Error! Reference source not found. above, the Bidder must attach a B-BBEE certificate or auditor's report in the electronic submission.</p> <p>The B-BBEE certificates must be scanned and submitted as PDF electronically.</p>

13.3 Template Specific Instructions

13.3.1 Pricing Response Template

The Bidder must provide a response to the Pricing Response Template.

The detailed instructions for preparing a response to the Pricing Response Template are embedded in the template.

Bidders must submit an electronic copy to be considered.

The completed template must be included in the pricing section.

13.3.2 Technical Response Template

The Bidder must complete and submit Technical Requirements Response.

The Bidder must provide responses to all questions, requests for information or detail, or other requests posed to the Bidder in the technical response template document(s). Where a response is requested in the template and no response is supplied by the Bidder it will result in a zero being scored by the Bidder for that section.

The completed template must be submitted in the Technical Requirements Section.

13.3.3 Contract Response Template.

The Bidder must respond to the proposed contract terms found in the Print, Packing and Labelling of Communication Material Services to SARS Agreement. The Bidder is required to respond in the following manner:

Each clause in the document in the Print, Packing and Labelling of Communication Material Services to SARS Agreement must be reviewed by the Bidder. Where the Bidder cannot accept a term of the Print, Packing and Labelling of Communication Material Services to SARS Agreement, the Bidder should propose a mark-up to the clause using the template.

13.3.3.1 enter the section number (including all subsections, paragraph and subparagraph references as necessary to identify the clause) in the "Section Reference" column;

13.3.3.2 state in the column marked "Request" the words "Change Requested";

13.3.3.3 copy the full text of the paragraph into the column marked "Marked up Original Text" and update the text in MS-Word's "Track Changes" with the precise wording change to the original text of the requested change; and

13.3.3.4 state the rationale for requesting the change in the column “Rationale”.

Clauses for which the Bidder does not state “Change Requested” will be deemed accepted as they are and subsequent requests for change will not be entertained. Any commentary provided without stating “Change Requested”, accompanied with the specific mark-up in Word track changes and with a detailed, specific rationale will be disregarded. Changes requested that are not accompanied with both the statement “Change Requested” and the specific wording mark-ups to the original paragraphs in Word track changes will be disregarded. General, blanket or conceptual explanations that are not specific to the change requested and the context of the provision will not be considered.

At the end of the list of the Bidder’s mark-ups in the template, the Bidder must enter the words “End of List” in the “Section Reference” column in the first row following the last mark-up. If the Bidder has no mark-ups the words “End of List” must appear in the first row of the table after the header row.

All clauses will be deemed accepted by the Bidder unless the Bidder identifies and explains any requested changes in the format set out in the response template. If the Bidder does not follow this format for any clause the Bidder will be deemed to have accepted the clause notwithstanding the Bidder’s response on the clause.

13.3.4 Proposal Checklist

The Bidder must complete, and a duly authorised representative must sign, the checklist Proposal Checklist.