

**REFERENCE: RFP 01/2022**  
**REQUEST FOR PROPOSAL**

**DESCRIPTION:**

**APPOINTMENT OF CONSULTING ENGINEERING FIRM IN THE FIELD OF  
TECHNICAL SECURITY**

**DATE ISSUED: 18 July 2022**

**CLOSING DATE: 18 AUGUST 2022 at 11H00**

**TENDER BOX:**

LEHAE LA SARS, PRETORIA HEAD OFFICE,  
299 BRONKHORST STREET,  
NIEUW MUCKLENEUK,  
PRETORIA,  
0181

## TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	OVERVIEW OF SARS	3
3.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	4
4.	LEGISLATIVE FRAMEWORK OF THE BID	5
5.	BRIEFING SESSION	6
6.	DURATION OF CONTRACT	6
7.	TIMELINE OF THE BID PROCESS	6
8.	CONTACT	7
9.	SCOPE OF SERVICES	7
10.	SARS RESPONSIBILITIES	13
11.	BIDDERS' RESPONSES / DOCUMENTATION REQUIRED	14
12.	INSTRUCTIONS TO SERVICE PROVIDER(S)	16
13.	EVALUATION AND SELECTION CRITERIA	17
14.	FINANCIAL STATEMENTS	23
15.	AGREEMENTS	24
17.	ANNEXURE A1 – TECHNICAL COMPLIANCE CHECKLIST	30
18.	ANNEXURE A2 – TECHNICAL EVALUATION CRITERIA	30
19.	ANNEXURE A3 – PRICING SCHEDULE	31
20.	ANNEXURE A4 – TESTIMONIAL TEMPLATE	31
21.	ANNEXURE A5 – SARS SITES	31
22.	ANNEXURE B – DRAFT SERVICES AGREEMENT	31
23.	ANNEXURE C – LINK TO BRIEFING SESSION	31

## 1. INTRODUCTION

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

## 2. OVERVIEW OF SARS

### Our Mandate

The SARS Act, 1997, enables SARS to:

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

The primary legislation that SARS administers includes:

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

### SARS Higher Purpose

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

### Our Strategic Intent

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

## **Our Vision**

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

## **Our Strategic Objectives**

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

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

## **Our Values**

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

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

### **3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this Request for Proposal (RFP) is to solicit proposals from a consulting engineering firm in the field of technical security, herewith referred to as Bidder(s) with a minimum B-BBEE status level 3 (i.e. level 1, 2 and 3 only) for the RFP 01/2022 (Appointment of consulting engineering firm in the field of the

technical security) for a period of thirty - six (36) months. The service will be used on an as and when basis through issuing Purchase Order and Work Agreement according to the Project stages.

The successful consulting engineering firm will be given a notice of five (5) working days to ensure that qualified resources are available, contactable via telephone and/or email once the purchase order and work agreement has been issued.

SARS requires the consulting engineering firm to provide the following professionally registered resources:

- I. Security Systems Senior Design Engineer
- II. Security Systems Design Engineer
- III. Electrical Engineer

The RFP incorporates, as far as possible, the tasks and responsibilities of the resource(s) proposed by the potential service provider.

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

#### **4. LEGISLATIVE FRAMEWORK OF THE BID**

##### **4.1 TAX LEGISLATION**

When submitting a bid to SARS, Service Provider(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

##### **4.2 PROCUREMENT LEGISLATION**

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

##### **4.3 TECHNICAL LEGISLATION AND/OR STANDARDS**

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

## 5. BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated. Interested parties will find the details / link of the meeting on the SARS website three (3) days prior to the briefing session date, as indicated in Table 7A below.

## 6. DURATION OF CONTRACT

The successful Bidder will be appointed for a period of thirty-six (36) months on an “as and when required” basis.

## 7. TIMELINE OF THE BID PROCESS

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

The project timeframes of this Bid are set out below:

Activity	Date Due
Advertisement of Bid on the: - SARS Website; - e-Sourcing; and - National Treasury Tender Portal.	18 July 2022
Distribution of Bid documents on SARS website	18 July 2022
Non-Compulsory Virtual Briefing Session	26 July 2022 at 14H00
Last date for questions relating to the bid from Service Provider(s)	29 July 2022
Bid Closing Date	18 August 2022 at 11H00
Notice to Service Provider(s)*	October 2022
Contract commencement date*	October 2022

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

Any time or date in this bid is subject to change at SARS' discretion. A reference to a time or date in this bid does not create an obligation on the part of SARS to take any action, or create any right in any way for any Bidder to demand that any action be taken on that specific date or at that specific time. The Bidder accepts that, if SARS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this Bid will otherwise apply equally to the extended deadline.

## **8. CONTACT**

A nominated official of the Bidder(s) can make enquiries only in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email [TenderOffice@sars.gov.za](mailto:TenderOffice@sars.gov.za) and copy [rft-professionalservices@sars.gov.za](mailto:rft-professionalservices@sars.gov.za). Bidders must make all enquiries in writing and send them to the email addresses listed above.

## **9. SCOPE OF SERVICES**

### **9.1. BACKGROUND**

SARS has approximately one hundred and fifty six (156) physical facilities which are differentiated as administrative buildings, state warehouse, dog detector units, branch offices, ports of entry (land, sea and air) and other critical facilities where business processes are conducted in order to collect revenue due to the fiscus in line with organisation's mandate. The current technical security systems have not kept abreast with technological changes, and they have reached their useful life span which is approximately 3-5 years. There are currently approximately four thousand (4000) technical security devices deployed in SARS facilities aimed at mitigating security risks.

The National Security Management Unit (NSMU) is currently experiencing challenges with the deployed technical security systems that continue to negatively affect its support to business operations. Challenges emanate from limited data storage capacity, insufficient network allocated to NSMU, obsolete and outdated technical security systems with a majority last refreshed over ten (10) years ago. This has created a situation where these systems are increasingly making it difficult for the NSMU and SARS to fulfil their mandate.

SARS is in the process of modernisation its technical security systems.

### **9.2. CONSULTING ENGINEERING FIRM REQUIREMENTS**

SARS requires the services of a consulting engineering firm with experience in the field of technical security. The appointed consulting engineering firm, in the field of technical security will be appointed to render the following professional services:

- a. Drafting of the technical specifications for technical security systems which are access control systems, close circuit television system (CCTV), alarm systems, automatic number plate reader (ANPR), electric fence integration, unification and or data sharing with SARS's business systems;
- b. Provide oversight and quality assurance on the technical security systems installers, integrator and deliverables during each critical phase of technical security systems installation project as well as provide quality reviews during design and installation of technical security systems in accordance with the specification and SARS approved design documents;
- c. Conduct quality assurance on all installations and provide a report/certificate on systems performance in comparison to the technical specifications to ensure return on investment;
- d. Ensure that installed technical security systems are integrated with other SARS systems;
- e. Provide technical security system's architecture services to design technical security system for an enterprise solution;
- f. Provide SARS with professional services on an ad hoc basis, including advising and recommending continuous improvements and possible technological enhancements to SARS at no additional costs;
- g. Conduct quality assurance on all installations and provide a report /certificate on Electrical Designs / Specifications/ Lighting Systems/ Solar Systems/ Uninterrupted Power Supply (UPS) and Generator;
- h. Should be able to issue all relevant certification required after installation; and
- i. The successful consulting engineering firm will issue a report at the completion of each agreed work agreement.

### **9.3. SARS REQUIREMENTS**

The successful consulting engineering firm will be required to provide the following technical capable resources:

- i) Security Systems Senior Design Engineer;
- ii) Security Systems Design Engineer; and
- iii) Electrical Engineer.

The consulting company will be appointed for Construction Industry Development Board Standard Professional Service Contract (CIDB) stage 1 to 4, at the stage SARS will independently appoint a construction service provider, after which the firm will then manage Stages 5 to 6 Project Close out.

The potential Bidders are to note that SARS has pre-specified the percentage fee for each Stage (1 to 6).



Table 9A: Project stages

Stage	Name	Deliverable	Complete when	% Fee for Stage (out of 100%)	Number of Resources required
1	Project Inception	<p><b>Project Inception</b></p> <p>a) Conduct a conditional assessment on the existing services.</p> <p>b) Produce a report detailing the current status, remedial or upgrading work required to achieve the expected benefits of the integrated security systems.</p> <p>c) Prepare a project implementation plan for the approval of the project.</p> <p>d) SARS will review and accept the conditional assessment report and project implementation plan.</p> <p>e) Required to advise among other things on the following:</p> <p>I. Which phases can be undertaken concurrently and sequentially?</p> <p>II. Indicate those phases that are dependent on a previous phase having been completed.</p> <p>III. Identification of all risks related to the various phases, and a detailed risk management plan on how these risks will be managed and reduced where possible.</p> <p>IV. The impact on existing infrastructure and outlining the possibilities of expanding existing infrastructure.</p>	Stage 1 is complete when the Initiation Report is approved.	10%	<p>1 Design Engineer</p> <p>1 Senior Engineer</p> <p>1 Electrical Engineer</p>
2	Preliminary Design	<p><b>Preliminary Design</b></p> <p>a) Prepare a preliminary design, project phases/milestones which are linked to cost estimates for the work required and project duration. SARS will approve the preliminary design report and cost estimates (budget).</p> <p>b) This stage may involve more than one meeting of presentations and discussions.</p>	Stage 2 is complete when the Preliminary Design is approved by SARS.	10%	<p>2 Design Engineers</p> <p>1 Senior Engineer</p>
3	Design Development	<p><b>Design Development Report</b></p> <p>A Design Development Report shall , as a minimum, provide the following:</p> <p>a) Develop in detail the approved concept to finalise the design and definition criteria.</p>	Stage 3 is complete when the Design Development	10%	<p>2 Design Engineers</p> <p>1 Senior Engineer</p>

Stage	Name	Deliverable	Complete when	% Fee for Stage (out of 100%)	Number of Resources required
		b) Establish the detailed form, character, function and costings. c) Define all components in terms of overall size, typical detail, and performance and outline specification. d) Describe how infrastructure or elements or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned. e) Confirm that the project scope can be completed within the budget or propose a revision to the budget.	Report is approved by SARS.		
4	Design Documentation	<b>Design Documentation</b> a) Draw up specifications for: I. The close circuit television (CCTV) for camera. II. Connection of all to the existing Control rooms. III. Upgrading of the existing server rooms & control rooms. IV. Providing mapping, layout and drawings of CCTV. b) Prepare a detailed design based on the approved preliminary design and the client (SARS) will approve the detailed design; c) Provide full BoQ's.	Stage 4 is complete when the Design Documentation Report is approved BY SARS and all tender documentation is submitted.	5%	1 Design Engineer 1 Senior Engineer
5	Project Supervision and Administration	<b>Project Supervision and Administration.</b> a) Hand over the sites to the contractor (the appointed service provider) for installation and construction of works as per the designs and specifications. b) Supervise the contractor together with SARS security manager as the internal project manager. c) The project manager will ensure that they facilitate and ensure that the final project completion certificates/s is issued to the client (SARS).	Stage 5 is complete when the Works Completion Report is approved by SARS.	35 %	2 Design Engineers 1 Senior Engineer 2 Electrical Engineers
6	Project handover and close-out Report	<b>Project handover and close-out Report</b> The following activities shall be undertaken during the handover stage: a) Finalise the project close-out report and handover the project	Stage 6 is complete when the	30%	2 Design Engineers 1 Senior Engineer

Stage	Name	Deliverable	Complete when	% Fee for Stage (out of 100%)	Number of Resources required
		close-out and report.	Handover / Record Information Report is approved by SARS.		2 Electrical Engineers
		b) Hand over all operation and maintenance manuals, warranties, compliance certificates, licences, as-built drawings, end user guide and any document that will make system work, will be handed over to the client (SARS).			
		c) Oversee the commissioning of the systems and the training requirement programme by the suppliers, for the operators.			
		d) Full handover of all technical design documentation in AutoCAD format and balance of information in electronic (i.e. PDF) format.			

#### 9.4. HIGH-LEVEL DELIVERABLES

The successful consulting engineering firm will be required to provide technically capable resource(s) that can deliver on the duties below.

##### 9.4.1. Security Systems Senior Design Engineer

- Security Systems Senior Design Engineer with a minimum of 10 years of proven experience in technical security consulting.
- The security systems senior design engineer takes overall accountability of the project and its deliverables to SARS, including the outputs of installed security systems.

##### 9.4.2. Security Systems Design Engineer

- Provide technical security system's architecture services to design technical security system for an enterprise solution.
- Drafting technical specifications for technical security systems like access control, close circuit television, alarm systems, integration, unification and or data sharing with SARS's business systems;
- Provide oversight and quality assurance on the technical security systems installers, integrator and all deliverables during each critical phase of technical security systems installation of the project as well as provide quality reviews during design and installation of technical security systems in accordance with the specification and SARS approved design documents;

- d. Conduct quality assurance on all installations and provide a report /certificate on systems performance in comparison to the technical specifications to ensure return on investment; and
- e. Ensure that installed technical security systems are integrate with other SARS systems.

**9.4.3. Electrical Engineer**

- a. Conduct quality assurance on all installations and provide a report/ certificate on systems performance in comparison to the technical specifications to ensure return on investment;
- b. Conduct quality assurance on all installations and provide a report /certificate on Electrical Designs/ Specifications/ Lighting Systems/ Solar Systems/ Uninterrupted Power Supply (UPS) / Generator; and
- c. Provide Bill of Quantity (BoQ).
- d. Should be able to issue all relevant certification required after installation.

**9.5.** Through Supply Chain Management Policy, SARS will produce and approve the tender documents, advertise the tender, close the tender and recommend the most suitable tenderer for deliberation and appointment by the Bid Adjudication Committee. Then SARS will appoint the contractor (most suitable tenderer), then stage 4 will be complete.

**9.6.** Bidders to note that the parties awarded during this RFP process are restricted from bidding and providing goods, works and services to any eventual project that may result, directly or indirectly from the goods and services requested in this RFP.

**9.7. Inclusion**

Bidders are to note the following that may influence pricing:

SARS has:

- AutoCAD plans for floor layouts only;
- Sections and Elevations; and
- Electrical Layouts.

**9.8. Period of the Assignment**

The services will be from project initiation, estimated costing, resource requirements, risk management, tender specification drafting, construction supervision and installation monitoring until project sign off.

**9.9. National footprint**

The successful bidder to show their ability to have resources in the following regions that are close to the SARS sites:

- Kwa Zulu – Natal
- Free State and North West
- Western Cape and Northern Cape
- Gauteng South
- Gauteng North
- Eastern Cape
- Limpopo and Mpumalanga

Bidder(s) must disclose the limitations relating to the availability of some required resources listed in paragraph 9.4 within certain major towns of the regions where SARS operates.

## **9.10. Travel Cost**

### **9.10.1. Kilometre travel claims**

Travel expenses (specify, for example rate/km and total km, class of air travel, etc.). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices. SARS will not pay the first 60 kilometres per trip. The rates should be as per published rates by the Department of Transport.

### **9.10.2. Accommodation**

Other expenses, for example accommodation (specify, e.g. three star hotel, bed and breakfast). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices. The rates cost should be as per published rates by national treasury circular no 7 of 2021/22 cost containment measure.

## **10. SARS RESPONSIBILITIES**

**10.1.** In order to ensure effective performance of the Service by the consulting engineering firm, SARS will provide the consulting engineering firm's with the following:

**10.1.1.** At the inception stage, SARS will provide technical security system's business requirements and all relevant information to facilitate the drafting of technical specifications for technical security systems like access control, close circuit television, alarm systems, integration, unification and or data sharing with SARS's business systems.

**10.1.2.** Reasonable access to SARS premises during business hours and/or after hours as agreed upon by the parties to conduct the following:

**10.1.2.1.** Oversight and quality assurance on the technical security systems installers, integrator and deliverables during each critical phase of technical security systems installation project as well as provide quality reviews during design and installation of technical security systems in accordance with the specification and SARS approved design documents including that all ensuring installed technical security systems are integrate

with other SARS systems; and

10.1.2.2. Conduct quality assurance on all installations and provide a reports /certificates on systems performance in comparison to the technical specifications to ensure return on investment.

- 10.2. SARS will maintain the physical environment of any hardware including the software component thereof which includes without being limited thereto.
- 10.3. Provide adequate stable power supply to meet the operating specifications of the hardware.
- 10.4. Provide adequate capacity to run the applications on a stable hardware.

## 11. BIDDERS' RESPONSES / DOCUMENTATION REQUIRED

Bidders must respond to all the information required in this paragraph, in their bid proposals. Bidders should also refer to paragraph 9, which details the background, scope of service and technical requirements.

### 11.1. MANDATORY REQUIREMENTS

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

11.1.1. Proof of a valid Professional registration with each of the following applicable professional bodies for the consulting engineering firm must be provided:

- Proof of valid of company registration with Consulting Engineers South Africa (CESA) (Proof of accreditation number and valid certificate at the closing date of the tender);
- Proof of a valid registration with Private Security Industry Regulatory Authority (PSIRA) for the Company and valid at the closing date of tender.
- Proof of a valid letter of good standing with Private Security Industry Regulatory Authority (PSIRA) for the company; and valid at the closing date of tender.
- Minimum B-BBEE status level 3 (i.e. level 1, 2 and 3 only) for the RFP 01/2022.

### 11.2. TECHNICAL REQUIREMENTS

#### 11.2.1. Company Profile

Bidders should provide a detailed (non-generic) company profile that is purpose written for this bid Submission that demonstrate with evidence:

11.2.1.1. The Bidder's ability to provide professional design and engineering services within the Technical security consulting environment and years of being in business.

### 11.2.2. Resources

- 11.2.2.1. Bidder(s) resources to provide Proof of registration with relevant professionals body ECSA and/or SAIEE.
- 11.2.2.2. The Curriculum Vitae (CV) of each of the required resources should be provided. These CVs should demonstrate the capability, experience and qualification of each resource for performing the work as set out in paragraph 9.4.
- 11.2.2.3. Details of the key contact person / key account manager including his/her role and responsibilities and a comprehensive CV, which must be signed by both the Bidder's authorised representative and the resource concerned, in order to confirm that it is accurate and complete.
- 11.2.2.4. If the bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required to include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.

### 11.3. References

- 11.3.1.1. Provide three (3) contactable references (reference letters/official letter head of confidential client indicating provision of technical security consultant specification drafting work and quality assurance done in the past five (5) years with the following details: client name, nature of service, description of service, value of the work, period of work and, contact name and contact details.

Note:

- Testimonials from previous clients on similar contracts completed in the past 5 years
- Level of performance related to the service rendered: Excellent Good or Poor

The identified reference should complete Annexure A4 and authenticate it with a company stamp or transfer the information onto their companies' letterhead.

- 11.3.1.2. Bidders must demonstrate that they have at least three or more completed projects in the recent five (5) years' in drafting of specification for technical security industry. The signed appointment letter must have contact name and contact details of the client.

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

## **12. INSTRUCTIONS TO SERVICE PROVIDER(S)**

### **12.1. Registration on Central Supplier Database**

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD, however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are expected to abide by the following provisions. CSD can be accessed via the following link: <https://secure.csd.gov.za/>

Service Provider(s) who wish to render services to SARS will no longer register at SARS directly. Service Providers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury will maintain the database for all suppliers for Government and its institutions; and all existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

### **12.2. Registration on e-Sourcing**

Bidders are required to register on the SARS e-Sourcing portal, go to the SARS website to access the link and register on <https://www.sars.gov.za/procurement/esourcing/>.

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

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

### **12.4. Bid documents may also be posted to the Tender Office - SARS Procurement Department, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria, 0181.**

### **12.5. Bid documents will only be considered if received by SARS before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS, and Bid documents must also be uploaded on the SARS e-Sourcing portal, go to the SARS website to access the link and register on**



<https://www.sars.gov.za/procurement/esourcing/>. Bidders are required to deposit their properly packaged bids in the SARS tender box mentioned above and not to rely only on e-Sourcing.

- 12.6.** Late bids will not be accepted and shall be returned to Service Provider(s).
- 12.7.** The Service Provider(s) are required to submit one (1) copy of each file (1 original and 1 duplicate) and one (1) USB with the contents of each file before the Closing Date and time.
- 12.8.** Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Pricing information should not be included in the Technical File. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
<b>Exhibit 1</b> <ul style="list-style-type: none"> <li>Pre-qualification documents (SBD documents)</li> <li>Central Registration Report (Central Database System) from National Treasury</li> </ul>	<b>Exhibit 2</b> <ul style="list-style-type: none"> <li>Service Provider Compliance Checklist for the Technical Evaluation</li> <li>Response to Technical Requirements, as per paragraph 11 of this RFP document.</li> <li>Supporting documents for the technical responses, as per paragraph 11 of this RFP document.</li> </ul>
<b>Exhibit 3</b> <ul style="list-style-type: none"> <li>General Conditions of Contract (GCC)</li> <li>Draft Services Agreement</li> </ul>	
FILE 2 (PRICE, BEE & FINANCIAL STATEMENTS )	
<b>Exhibit 1</b> <ul style="list-style-type: none"> <li>B-BBEE Certificate</li> <li>Preference Points Claim Form</li> </ul>	<b>Exhibit 2</b> <ul style="list-style-type: none"> <li>Pricing Schedule – Annexure B</li> </ul>
<b>Exhibit 3</b> Three (3) years audited / reviewed financial statements	
<b>Note:</b> SARS requests that Bidders use Lever Arch files to package their proposals.	

### 13. EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that Bidder(s) must meet in order to be evaluated and selected

as a successful Bidder. The minimum standards consist of the following Gates:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all Standard Bidding Documents as outlined in paragraph 13.1 below.
- **Pre-technical (Mandatory) Criteria (Gate 1)** – The proposed resource(s) must meet the mandatory requirements in each role as outlined in paragraph 13.2.
- **Technical Evaluation Criteria (Gate 2)** – Bidder(s) will be evaluated out of hundred (100) points during Technical Evaluations and the minimum threshold of seventy percent (70%) must be achieved in order to proceed to Gate 3. The process is outlined in paragraph 13.3 below.
- **Price and B-BBEE Evaluation (Gate 3)** – Price will be evaluated out of eighty (80) points and B-BBEE out of twenty (20) points. The process is outlined in paragraph 13.4 below.

### 13.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this Bid, a Bidder must submit the documents listed in **Table 13A** below. These Documents must be completed and signed by the duly authorised representative of the prospective Bidder. The Bidder's proposal may be disqualified for non-submission of any of the documents.

Where a bidder's proposal fails to comply fully with any of the prequalification criteria, or SARS is for any reason unable to verify whether the prequalification criteria are fully complied with, SARS will have the right to either:

- reject the proposal in question and not to evaluate it at all;
- give the bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its proposal to achieve full compliance with the prequalification criteria, provided that such information and/or documentation can be submitted within a period of five (5) working days or such alternative period as SARS may determine; and is purely administrative in nature; or
- in any event permit the proposal to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the RFP.

**Table 13A:** Documents that must be submitted for Pre-Qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Central Registration Report (Central Database System) from National Treasury	<b>YES</b> – Service Providers must register on Central Database System and submit the report as confirmation of registration.

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to Bid – SBD1	<b>YES</b> – Complete and sign the supplied pro forma document.
Bidder's Disclosure - SBD 4	<b>YES</b> – Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	<b>NO</b> – Non-submission will lead to a zero score on B-BBEE.
General Conditions of Contract (GCC)	<b>YES</b> – Sign the supplied GCC.
Supplier Risk Questionnaire	<b>YES</b> – Complete and sign the supplied pro forma document.
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A2)	<b>NO</b> – Complete to assist with ease of reference during evaluation.
A complete set of audited / reviewed annual financial statements for three (3) most recent financial periods in the name of the bidding entity.	<b>YES</b> – Please submit.

### 13.2. MANDATORY REQUIREMENT - PRE-TECHNICAL (GATE 1)

Only bidders that have met the pre-qualification requirements (Gate 0) will be evaluated for Mandatory Requirements (Gate 1). Below is the list of mandatory requirements for this tender. **Non-compliance with the below requirements will result in immediate disqualification of the Bidder's submission from the tender process.**

**Table 13B: Mandatory Requirements**

Mandatory Requirement	Non-submission Will result in disqualification
Minimum B-BBEE status level 3 (i.e. level 1,2 and 3 only)	<b>YES</b> – Submit a valid B-BBEE status level verification certificate or sworn affidavit (whichever is applicable according to SBD 6.1) with minimum B-BBEE status level 3 (i.e. level 1, 2, and 3 only).
Valid registration with the Consulting Engineers South Africa (CESA)	<b>Yes</b> – Proof of valid and current registrations of company with the Consulting Engineers South Africa (Certificate). Certificate valid at the closing date of the tender.

Mandatory Requirement	Non-submission Will result in disqualification
Valid proof of registration with Private Security Industry Regulatory Authority (PSIRA) for the company and valid at the closing date of the tender.	<b>Yes</b> – Proof of a valid registration with Private Security Industry Regulatory Authority (PSIRA) for the company.
Proof of a letter of good standing with Private Security Industry Regulatory Authority (PSIRA) for the company and valid at the closing date of the tender.	<b>Yes</b> – Proof of a letter of good standing with Private Security Industry Regulatory Authority (PSIRA) for the company.

\*SARS will verify the validity of the above information with the respective accreditation bodies.

The Bidders must meet the mandatory requirements as stated in paragraph 11.2 to proceed to Gate 2.

### 13.3. TECHNICAL EVALUATION (GATE 2)

Only Bidder(s) that have met the Mandatory Criteria in Gate 1 will be evaluated in Gate 2, Functionality (Technical) Evaluation will be out of 100 points.

Only Bidders that have obtained a minimum threshold of 70 out of 100 points will proceed to Gate 3: Price and B-BBEE evaluations.

Bidders should refer to **Annexure A2** for the detailed technical evaluation criteria.

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

#### 13.4.1.Stage 1 – Price Evaluation (80 points)

- 13.4.1.1. Points for the price evaluation will be calculated in accordance with the formula stated below in the Preferential Procurement Regulations. The price of the bidder's proposal will be calculated over the anticipated term of the agreement.

**Table 13C:** Price evaluation formula

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

Where

$P_s$	=	Points scored for price of Bid under consideration
$P_t$	=	Price of Bid under consideration
$P_{min}$	=	Price of lowest acceptable Bid

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

##### Bid Evaluation Process Gate 2: B-BBEE EVALUATION

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

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

**Table 13D: B-BBEE points allocation and required documents**

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

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

**Table 13E: B-BBEE Checklist**

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit (Preferably a Department of Trade and Industry [DTI] Affidavit) <b>or</b> a Certificate from the Companies and Intellectual Property Commission (CIPC) <b>or</b> a B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating

		Agency, <b>or</b> a sworn affidavit (Preferably a DTI Affidavit). This is only applicable to QSEs with 51% Black Ownership and above.
Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.

Failure on the part of a Bidder to submit a B-BBEE Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Certificate from the Companies and Intellectual Property Commission (CIPC) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths.

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

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

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

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

##### **a. Joint Ventures (JVs) and Consortiums**

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

##### **b. Subcontracting**

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

**Regulation 12(1)**

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

**Regulation 12(3)**

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

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

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

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

## **14. FINANCIAL STATEMENTS**

Bidders are required to submit complete sets of audited or independently reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity. The financial statement analysis will be conducted on the shortlisted Bidders.

- The annual financial statements must contain:
  - Statement of Financial Performance;
  - Statement of Financial Position;
  - Cash Flow Statement; and
  - Notes to the Financial Statements.
- Entities which are trading for less than three (3) financial periods should provide:
  - A letter detailing that fact, signed by a duly authorised representative of the entity;
  - The annual financial statements that the entity is able to provide, taking into account the

- period that it has been trading; and
  - Any other information or documentation which would provide more clarity on the financial history of the Bidder.
- 
- In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a Performance Guarantee that is signed by a duly authorised representative of the entity.
  - In the event of the bid being in the form of a JV, the following is required:
    - Annual financial statements of the JV; and
    - A JV legal agreement detailing the percentage ownership of each entity.
    - Unincorporated JV's should submit separate financial statements for each party in the JV and a signed JV legal agreement.

**Note:** SARS reserves the right to request further information with regards to the annual financial statements of a Bidder at a later stage.

## **15. AGREEMENTS**

### **15.1. GENERAL CONDITIONS OF CONTRACT**

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

- 15.1.1.** such Bidder, as a minimum, accepting the terms and conditions set out in the General Conditions of Contract (GCC), as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the successful Bidder;
- 15.1.2.** such Bidder submitting the GCC to SARS together with its bid, duly signed by an authorised representative of the Bidder; and
- 15.1.3.** The award of the RFP will be conditional upon the successful bidder signing the SARS oath/affirmation of secrecy document during the contracting phase.

**Note:** Pending the conclusion and signing of the Services Agreement, the successful Bidder will be bound by the terms and conditions of the GCC.

### **15.2. SERVICES AGREEMENT**

- 15.2.1.** Upon award, SARS and the successful Bidder will conclude a supplementary agreement regulating the



specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft CIDB Professional Services Contract and the SARS Specific Clauses Addendum thereto ("Services Agreement") included in this tender pack.

**15.2.2.** SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during negotiations with the successful Bidder by amending or adding thereto (including for purposes of better giving effect to the objectives in paragraph 2 above).

**15.2.3.** Bidders are requested to:

**15.2.4.** Comment on the terms and conditions set out in the draft Services Agreement and where deemed necessary, make proposals to the terms and conditions;

15.2.4.1. Each comment and/or amendment must be explained; and

15.2.4.2. All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

**15.2.5.** SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful Bidder, if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

**15.2.6.** Bidders are **not** required to sign the draft Services Agreement when submitting the Bidder's proposal.

### **15.3. INSURANCE**

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

### **15.4. LIABILITY**

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

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

## **16. SPECIAL CONDITIONS OF THIS BID**

### **16.1. SARS reserves the right:**

- 16.1.1. Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 16.1.2. To negotiate with one or more Preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s);
- 16.1.3. To accept part of a Bid rather than the whole Bid;
- 16.1.4. To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after Bids have been evaluated and/or after the Preferred Bidder(s) have been notified of their status as such;
- 16.1.5. To correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process; and/or
- 16.1.6. To disqualify a Bidder whose bid contains a misrepresentation, which is materially incorrect or misleading.

### **16.2. SARS requires Bidder(s) to declare**

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

Confirm that the Bidder(s) is to:

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

### **16.3. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

- 16.3.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this Bid;
- 16.3.2. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 16.3.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;
- 16.3.4. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 16.3.5. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 16.3.6. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 16.3.7. Has in the past engaged in any matter referred to above; or
- 16.3.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

#### **16.4. BIDDER'S OWN TERMS AND CONDITIONS OR BID QUALIFICATIONS**

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

#### **16.5. MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT**

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

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

#### **16.6. PREPARATION COSTS**

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

#### **16.7. INDEMNITY**

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

#### **16.8. PRECEDENCE**

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

#### **16.9. LIMITATION OF LIABILITY**

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

#### **16.10. TAX COMPLIANCE**

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

#### **16.11. NATIONAL TREASURY**

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

#### **16.12. GOVERNING LAW**

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

#### **16.13. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 13.4.2 above. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

#### **16.14. CONFIDENTIALITY**

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

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

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

#### **16.15. INTELLECTUAL PROPERTY**

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

#### **16.16. SARS PROPRIETARY INFORMATION**

A Bidder must make a declaration on their Bid covering letter that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

#### **16.17. SCREENING AND VETTING OF SERVICE PROVIDER**

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

#### **17. ANNEXURE A1 – TECHNICAL COMPLIANCE CHECKLIST**

#### **18. ANNEXURE A2 – TECHNICAL EVALUATION CRITERIA**

19. ANNEXURE A3 – PRICING SCHEDULE
20. ANNEXURE A4 – TESTIMONIAL TEMPLATE
21. ANNEXURE A5 – SARS SITES
22. ANNEXURE B – DRAFT SERVICES AGREEMENT
23. ANNEXURE C – LINK TO BRIEFING SESSION

CONFIDENTIAL