

**SOUTH AFRICAN REVENUE SERVICE
REQUEST FOR PROPOSAL (RFP)**

RFP 03/2026

**THE APPOINTMENT OF A SERVICE PROVIDER FOR
THE PROVISION OF SERVER SUPPORT SERVICES
(TOWER S), FOR A PERIOD OF THREE (3) YEARS, WITH
AN OPTION TO EXTEND FOR TWO (2) YEARS.**

MAIN RFP DOCUMENT

**INSTRUCTIONS, GUIDELINES AND CONDITIONS OF
TENDER**

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REQUEST FOR PROPOSAL
Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS RFP

- 1.1 The purpose of this RFP is for the South African Revenue Service (SARS) to invite suitably qualified service providers (Bidders) to submit proposals (tenders) in accordance with the rules set out in this RFP for appointment as a service provider(s) on a non-exclusive basis.

2 OVERVIEW OF SARS'S REQUIREMENTS

2.1 Summary of the scope

- 2.1.1 Details of the scope of work and the required goods and services are defined in the **SARS RFP 03-2026 2-1 Business Requirements Specification** document and other documents that form an integral part of this RFP.

- 2.1.2 Listed below, on a non-exclusive basis, are the services required, as defined in more detail in this and other documents that form part of this RFP.

Server Support Services (Tower S)	The supply of Server Support Services to SARS, including: (i) Hardware break-fix services; (ii) Install, move, add, change and decommissioning and related services; (iii) Project management and delivery services; (iv) Consulting services; (v) Consumable supply and install services; and (vi) Related account and service management services for SARS's server, server peripherals, rack-mounted storage subsystems and related server equipment environment.
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2.2 Background

Achieving SARS's Vision 2024 of a smart, modern SARS with unquestionable integrity that is trusted and admired is of paramount importance. Pivotal to the delivery of SARS's vision are our digital platforms and technology infrastructure. To foster Strategic Objective 9 of building public trust and confidence, our technology assets must demonstrate the highest levels of robustness and security. It is for these reasons, inter alia, that SARS measures SARS on a planned 99% system and infrastructure uptime and zero security breaches from known risks. In support of this, the mandate is executed through partnering with third-party suppliers to provide services and products to enable the achievement of organisational objectives, among others.

- 2.2.1 This tender for the Tower Infrastructure contracts for Towers S is aligned with several of SARS's Strategic Objectives, including:
- a) Objective 1: Clarity and certainty for taxpayers and traders of their obligations;
 - b) Objective 2: Make it easy for taxpayers and traders to comply with their obligations;
 - c) Objective 6: Modernise our systems to provide digital and streamlined services; and
 - d) Objective 5: Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, drive insight and improve outcomes.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

3.1.1 This RFP pack is organised in five (5) sections that each consist of one document or more.

Table 1: RFP pack outline and contents

Section	Index	Description of section contents
1	Main RFP Document	Documents outlining the main RFP guidelines, instructions, conditions and documents necessary for a Bidder to submit a proposal.
2	Business Requirement Specifications (BRS)	Document(s) outlining the BRS, technical requirements and other information required by a Bidder to submit a proposal.
3	Standard Bid Documents (SBDs)	SBDs and other administrative documents that are required by National Treasury and SARS Procurement to be read, completed and returned as part of a Bidder's proposal.
4	Contract management	The proposed agreement under which SARS wishes to contract the services.
5	Response templates	Where applicable, response templates that are required to be completed and returned as part of a Bidder's proposal.

4 KEY ACTIVITIES AND DATES

4.1 The table below lists certain key dates and activities relevant from the date of issue of the RFP up to the closing date.

Table 2: Key activities and dates

No.	Activity	Date/Time /Details
1.	Bid Number:	RFP 03/2026
2.	Description:	The Appointment of a Service Provider for The Provision of Server Support Services (Tower S).
3.	Duration of contract:	The Successful Bidder will be appointed for a period of three (3) Years, with an option to extend the contract for two (2) years.
4.	Validity period of proposals:	Submitted bids will be valid for 180 (one hundred and eighty) calendar days from the closing date. However, SARS may, subject to the Bidders' consent, extend the validity period prior to the expiry thereof.
5.	Advertisement of the RFP:	SARS website: 24 August 2026 National Treasury e-Tender Portal: 24 August 2026
6.	RFP pack (complete set of bid documents) available for download from the National	24 August 2026

No.	Activity	Date/Time /Details
	Treasury e-Tender Portal and SARS website:	
7	Compulsory virtual briefing session date.	The Compulsory briefing session will be held virtually on Microsoft Teams and can be accessed on the link below: Click here to join the meeting: : Date: 3 September 2026 at 11h00 Meeting ID: 372 590 126 277 329 Passcode: G2fi7PT6
8.	Bidders to submit written questions between:	From 24 August 2026 to 09 September 2026
9.	SARS to respond to Bidders' written questions on or before:	25 August 2026 to 11 September 2026
10.	Closing date and time (proposals due):	23 September 2026 at 11:00

- 4.2 All dates and times in this RFP are South African Standard Time. 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 or expectation in any way for any Bidder to demand that any action be taken on the date established, or on any other date. A Bidder accepts that if SARS extends the deadline (closing date) for proposal submissions for any reason whatsoever, the requirements of this RFP will apply equally to the extended deadline.

5 COMMUNICATION

- 5.1 All communication to SARS must be addressed to the SARS Tender Office and emailed to tenderoffice@sars.gov.za, and must contain a clear reference to this RFP. Communication sent by SARS must only be regarded as official communication if sent from tenderoffice@sars.gov.za, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.
- 5.2 A Bidder may not communicate with SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify a Bidder if the Bidder communicates or attempts to communicate any information regarding this RFP to any of SARS's employees, officials or third parties involved in the preparation, evaluation or award of the RFP other than through the official contact provided.

6 TENDER PREPARATION AND SUBMISSION

6.1 Introduction

- 6.1.1 SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act, 1999 (Act 1 of 1999), which prescribes that SARS's procurement processes be:

- 6.1.1.1 Economical, efficient, fair, equitable, transparent, competitive and cost effective; and
- 6.1.1.2 Consistent with the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), its regulations, and the Broad-Based Black Economic Empowerment (B-BBEE) Act, 2003 (Act 53 of 2003).

6.2 Question-and-answer process

- 6.2.1 A Bidder may 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 it.
- 6.2.2 Between the dates given in **paragraph 5**, SARS will receive written questions sent by Bidders by email through the official contact provided in this document. SARS will respond to these questions but is not obliged to respond to a question that, in its opinion, is inappropriate and does not reasonably warrant an answer. The questions and answers will be published on the National Treasury e-Tender Portal and the SARS website. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 6.2.3 SARS may issue updated versions of documents issued in the RFP pack and/or additional documentation to form part of the RFP pack. Such re-issued or additional documentation will be published on the National Treasury e-Tender Portal and SARS website. It is a Bidder's responsibility to visit the National Treasury e-Tender Portal and SARS website regularly to ensure that it uses the latest versions of documents in the RFP pack.
- 6.2.4 **The National Treasury e-Tender Portal must be treated as the primary means of communication. Should there be any other communication that conflicts with communication posted on the National Treasury e-Tender Portal, the National Treasury e-Tender Portal communication will prevail.**

6.3 Central Supplier Database

- 6.3.1 All Bidders who wish to do business with SARS must register on government's Central Supplier Database (CSD) and include their CSD Master Registration Number in their submission. The recommended Bidder(s) must be registered on the CSD prior to an award letter/purchase order signed contract being issued.

6.4 Proposal submission

- 6.4.1 For this RFP, SARS will accept proposal submissions in the form of physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office.
- 6.4.2 The physical proposal submissions must be deposited in the SARS tender box on or before the closing date and time at the SARS Tender Office, situated at the main entrance at:

**SARS Procurement Tender Office,
Lehae La SARS,
299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn,
Pretoria, 0181.**

- 6.4.3 The proposals may also be couriered to the address provided in the paragraph above.
- 6.4.4 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used.
- 6.4.5 Late proposals will not be accepted.
- 6.4.6 The onus is on the Bidder to ensure that its proposal submission and documentation received by SARS in this bid are submitted timeously and are accurate and complete. Failure by any Bidder to discharge this onus will result in proposal submissions being disqualified for consideration.

6.5 Instruction for submitting a proposal

- 6.5.1 This section details the instructions to Bidders for preparing a proposal in response to this RFP, which must be followed in detail to enable the information contained in a Bidder's proposal to be read, understood and evaluated in a common and consistent layout, and to ensure that the information submitted is correct, complete and well structured. Should a proposal be received that is not in the correct format, SARS reserves the right to disqualify the entire proposal or portions of the proposal, depending on the extent of the deviation from the format described in this document.
- 6.5.2 All proposals and supporting documentation must be submitted in English.
- 6.5.3 A Bidder's proposal must be submitted in two forms:

1 x Hardcopy submission	One (1) hardcopy submission clearly marked. A "hardcopy submission" means an A4 ring bound lever arch file.
1 x electronic submission	One (1) electronic submission of a complete copy of the hardcopy submission. An "electronic submission" means a memory stick (USB stick) containing a complete copy of the hardcopy submission. The onus is on the Bidder to ensure that the electronic submission submitted is a complete copy of the hardcopy submission.

- 6.5.4 The hardcopy and electronic submissions must be marked and labelled correctly, and outer sealed, wrapped and packaged for ease of reference during the evaluation process.
- 6.5.5 **Technical and Pricing information must be included in separate folders. The Technical information must be included in "Folder 1", and the Pricing information must be included in "Folder 2".**
- 6.5.6 A bidder is required to submit the contents of its submission (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

Files		Section	Responses
Folder 1: TECHNICAL proposal	- RFP reference - Description - Bidder name	1	Prequalification documents (SBD and other documents), <i>excluding SBD 6.1 Preference point claim form</i>
		2	- Response to mandatory requirements - Mandatory requirements response template - Supporting documents for mandatory requirements
		3	Response to technical requirements

Files		Section	Responses
			• Technical requirements response template • Supporting documents for technical requirements
		4	• Company profile • Supplementary information
		5	• Draft agreement • Draft agreement response template
Folder 2: PRICE and B-BBEE/ specific goals proposal	• RFP reference • Description • Bidder name	1	• B-BBEE certificate or sworn affidavit • SBD 6.1 Preference point claim form • Supporting documents for Specific Goals requirements
		2	• Pricing response template
		3	• A complete set of three (3) most recent years annual financial statements as detailed in this RFP

7 EVALUATION OF PROPOSALS

7.1 Process after the closing date

- 7.1.1 After the closing date and time, SARS will evaluate the proposals with reference to its evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

7.2 Prequalification evaluation process (Gate 0)

- 7.2.1 SARS has defined minimum administrative prequalification criteria that must be met by a Bidder. The table below contains the administrative prequalification documents that are required as part of a Bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective Bidder(s).
- 7.2.2 Where a Bidder's proposal fails to comply fully with any of the prequalification criteria, SARS may, at its discretion, allow the Bidder an opportunity to submit and/or supplement the information and/or documentation provided within a grace period of **seven (7) working days** or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the Bidder.

7.2.3 SARS will disqualify a Bidder who does not fully comply with the prequalification SBD after the grace period provided by SARS.

Table 4: Prequalification criteria

No:	Prequalification documents to be submitted	Instructions	Will non-submission result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document.	YES
2.	SBD 4: Bidder's disclosure	Bidder to complete and sign the supplied pro forma document.	YES
3.	SBD 6.1: Preference points claim form	Bidder to complete and sign the supplied pro forma document to claim points for B-BBEE/specific goals.	NO Non-submission will lead to a zero score on B-BBEE/specific goals.
4.	Proof of registration on the CSD	Bidder to submit the proof of registration on CSD.	NO However, a Bidder must be registered on the CSD to be considered for award.
5.	Draft Agreement	Bidder to sign / initial the supplied pro forma document. Bidders are requested to use the Draft Agreement Response Template when submitting their comments, mark-ups, and proposed amendments to the draft agreement.	NO The recommended bidder(s) will be required to sign the applicable Agreement on award.
6.	Supplier Cost and Risk Assessment Questionnaire	Bidder to complete and sign the supplied pro forma document.	NO
7.	A complete set of three (3) most recent years' annual financial statements.	Submit complete sets of three (3) most recent years' annual financial statements according to the requirements of the Financial Risk Analysis paragraph as detailed in this RFP.	NO

7.3 Mandatory evaluation process (Gate 1)

7.3.1 Only Bidders who have met the prequalification criteria in Gate 0 will be evaluated in Gate 1 for mandatory evaluation. The table below contains the mandatory evaluation criteria.

7.3.2 **If a Bidder does not meet any of the mandatory evaluation criteria, it will be disqualified, and the Bidder's proposal will not be evaluated further.**

Table 5: Mandatory Evaluation Criteria

No:	Mandatory Evaluation Criteria	Bidder to submit as proof
1.	Dell Gold or higher Partner Certification issued by Dell South Africa	The Bidder must have a valid, OEM-verifiable Dell Gold or higher Partner certificate or authorisation as at the closing date of this tender. The Bidder itself must be a Dell Gold Partner or higher and cannot rely on a subcontractor to fulfil this requirement. Evidence Required: - The Bidder must provide a Dell Gold or higher Partner Certification issued by Dell South Africa. - The Bidder must provide a Manufacturer Authorisation Form (MAF) from, which confirms that the Bidder is a Dell Partner and verifies its status as a Gold Partner or higher and certification level. NB: SARS reserves the right to verify the authenticity of the OEM authorisation letter submitted by the Bidder. NB: For the purpose of evaluating this criterion, where the Bidder is a Joint Venture and/or Consortium/ Subcontracting, the Lead Member holding the majority ownership interest must hold a valid Dell Gold or higher Partner status in its own name. The Bidder must complete and return the Mandatory Response Template with the bid submission.
2.	Subcontracting not exceeding 40% by revenue.	The Bidder, if applicable, must submit a completed subcontracting schedule showing subcontractors, allocated services and percentage of the total contract value by revenue. NB: Bidders that are not subcontracting must submit a signed declaration on the bidding entity's letterhead confirming that no subcontracting will be undertaken as part of this bid proposal. The Bidder must complete and return the Mandatory Response Template with the bid submission.
3.	Bidder accountability declaration	The Bidder must confirm that it accepts full end-to-end accountability for the delivery of all Tower S services in all provinces, including services performed by subcontractors, OEM partners, couriers and third-party repair providers in line with the scope in the SARS RFP 03-2026 3-1 Business Requirements Specification. NB: For the purpose of evaluating this criterion, where the Bidder is a Joint Venture and/or Consortium/ Subcontracting, the Lead Member holding the majority ownership

No:	Mandatory Evaluation Criteria	Bidder to submit as proof
		interest must confirm that it accepts full end-to-end accountability for the Bidder Accountability Declaration. The Bidder must complete and return the Mandatory Response Template with the bid submission.
4.	SLA Acceptance, Service Coverage Commitment	The Bidder must confirm acceptance of the response times, site classifications and service coverage periods applicable, as prescribed in the SARS RFP 03-2026 4-1 Server Support Services Agreement, SCHEDULE C SERVICE LEVELS: 1.4 Service Level Class; Service Coverage Period. This applies primarily to in-warranty devices. Evidence Required: The Bidder must complete the relevant section of the Mandatory Response Template confirming acceptance of the prescribed SLA requirements, response times, site classifications and service coverage periods. NB: Out-of-warranty devices will be addressed on a time-and-material basis. NB: For the purpose of evaluating this criterion, where the Bidder is a Joint Venture and/or Consortium/ Subcontracting, the Lead Member holding the majority ownership interest must confirm that it accepts full end-to-end accountability for the Bidder Accountability Declaration. The Bidder must complete and return the Mandatory Response Template with the bid submission.
5.	Main Service Centre Office and Remote/ Footprint Requirement.	The Bidder must have a Main Service Centre in South Africa and Remote/Footprint in each Province and submit documentation proving the established nature of the Service Centre. Such documentation may be a municipal account, current lease agreement or utilities account relating to the established Service Centre of the Bidder or of its subcontractor. Evidence Required: - The Bidder must provide documentation for the established Main Service Centre, which may include a municipal account, current lease agreement, or utilities account relating to the established Service Centre. Any account submitted must not be older than 90 days as at the Closing Date. - Where the Main Service Centre belongs to a subcontractor, the Bidder must provide supporting proof confirming reliance on the subcontractor's Service Centre. - The Bidder must complete the Mandatory Response Template with the location information for the remote office for each province. The Main Office supporting documents must be submitted to support the Bidder's claim must not be older than 90 days as at the Closing Date. The Bidder must complete and return the Mandatory Response Template with the bid submission.

No:	Mandatory Evaluation Criteria	Bidder to submit as proof
6.	Compulsory briefing session attendance	Attendance certificate or SARS attendance record for the compulsory briefing session. The Bidder must complete and return the Mandatory Response Template with the bid submission.

7.4 Technical evaluation process (Gate 2)

- 7.4.1 Only Bidders who have met the prequalification and mandatory evaluation requirements will be evaluated for technical capability and functionality, strictly according to the technical evaluation criteria below.
- 7.4.2 A Bidder is required to provide a technical solution for the required goods and services that meet SARS's requirements, and that is financially competitive and offers value for money.
- 7.4.3 The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of 66.67 out of 100 points to proceed to the next stage of evaluation, namely price and B-BBEE/specific goals evaluation.
- 7.4.4 If a Bidder does not meet the technical evaluation minimum threshold, it will be disqualified, and its proposal will not be evaluated further.
- 7.4.5 **NOTE:** To ensure that an objective and consistent evaluation is conducted of the proposed bidder's solution a structured scoring methodology will be used.
Each criterion is allocated a weight based on relative importance and a 4-point scale of 0,1,2 and 3 is used to assess the proposal as follows:
- 3 - The bidder fully meets requirements and value adding is extensive
 - 2 - Meets critical requirements
 - 1 - Partially meets requirements &
 - 0 - Company cannot meet, high risk

The calculation of your weighted score by the SARS evaluation committee will be based on the weight of the criteria factored by the 4-point scale.

Example weight of 10, 0 equates to 0, 1 equates to 3,33, 2 equates to 6,67 and 3 equates to 10). These will vary according to the different weighting criteria.

The weighted score will be tallied for all criteria and bids that fail to meet the minimum threshold of 66.67 will not proceed to the next stage of evaluation.

7.5 Technical Evaluation Criteria

Table 6: Technical Evaluation Criteria point allocation

Criterion	Description	Weighting	Evaluation values
Capability	Bidder's resource capability and skills available to SARS.	40	Maximum points towards this criterion will be achieved by the Bidder(s) whose proposal meets and/or exceeds the requirements by demonstrating sufficient skilled, suitably experienced and appropriately certified resources to support all aspects of the Tower S environment and required service levels.
Solution	Bidder's solution meets or exceeds the service requirements.	20	Maximum points towards this criterion will be achieved by the Bidder(s) whose proposal meets and/or exceeds the requirements by demonstrating that the proposed solution meets all aspects of the Service specifications.
Service Management	Bidder's ability to provide service management requirements in terms of this RFP.	15	Maximum points towards this criterion will be achieved by the Bidder(s) whose proposal meets and/or exceeds the requirements by demonstrating a solution that meets and/or exceeds all aspects of the service management scope set out in this RFP.
Transition	The Bidder's proposal to transition current provider(s) to the Bidder's proposed solution and the Bidder's proposal to manage risk and quality.	15	Maximum points towards this criterion will be achieved by the Bidder(s) whose proposal meets and/or exceeds the requirements by demonstrating a complete plan for transition of all in-scope services at minimal or no risk, together with a comprehensive risk and quality management approach.
Technology Evolution & Continuous Improvement	The bidder's ability to support future technology, OEM lifecycle changes and continuous service improvement.	10	Maximum points towards this criterion will be achieved by the Bidder(s) whose proposal meets and/or exceeds the requirements by demonstrating the ability to support future technology requirements and manage OEM hardware and software lifecycle changes throughout the contract term.
Total for Functionality		100	

7.5.1 Capability Criterion (40 Points)

7.5.1.1 The evaluation of the Capability criterion of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the Technical Response Template (TRT) at the reference given in the column "TRT Reference" in Table 7 Capability Criterion Evaluation below.

Table 7: Technical evaluation criteria – Capability Criterion (40 points)

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
1	Resource capability and skills available to SARS.	SARS seeks to establish whether the Bidder including its subcontractors where applicable, has the minimum sufficient skilled and appropriately certified resources available to support the environment and meet the required service levels in all provinces. Supporting evidence must include the resource matrix, skills matrix, relevant Dell OEM and technical certifications, CVs, deployment model, organogram, and a declaration confirming the availability of the proposed resources. NB: For CompTIA A+, N+, Server+ certifications with relevant years of experience, a single	1.1 CompTIA A+, N+, Server+ certifications with relevant years of experience: 3= The Bidder has CompTIA A+, N+, Server+ certifications with three (3) or more years of relevant experience. 2= The Bidder has CompTIA A+, N+, Server+ certifications with two (2) years but less than three (3) years of relevant experience. 1= The Bidder has CompTIA A+, N+, Server+ certifications with one (1) year but less than two (2) years of relevant experience. 0= The Bidder has not provided any evidence, or has submitted only the CompTIA A+, N+ and Server+ certifications without the relevant experience or has less than one (1) year of relevant experience.	3 =10.00 2 =6.67 1= 3.33 0 = 0	1.1
			1.2 Dell OEM certification on servers and blades with relevant years of experience: 3= The Bidder has Dell OEM certification on servers and blades with three (3) or more years of relevant experience. 2= The Bidder has Dell OEM certification on servers and blades with two (2) years but less than three (3) years of relevant experience 1= The Bidder has Dell OEM certification on servers and blades with one (1) year but less than two (2) years of relevant experience. 0= The Bidder has not provided any evidence or has submitted only the Dell OEM certification on servers and blades without the	3 =10.00 2 =6.67 1= 3.33 0 = 0	1.1

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
		resource/person must hold all three required certifications and have the applicable years of experience for points to be allocated for this criterion. Points will not be allocated where the required certifications are split across different resources. NB: For the purpose of evaluating this criterion, the Bidder's relevant experience must be aligned to the scope of work detailed in the Business Requirements Specification.	relevant experience or has less than one (1) year of relevant experience. 1.3 MCP (Microsoft Certified Professional) or Microsoft Certified Administrator Associate – Server) qualification with relevant years of experience: 3= The Bidder has MCP (Microsoft Certified Professional) or Microsoft Certified Administrator Associate – Server) qualification with three (3) or more years of experience. 2= The Bidder has MCP (Microsoft Certified Professional) or Microsoft Certified Administrator Associate – Server) qualification with two (2) years but less than three (3) years of relevant experience 1= The Bidder has MCP (Microsoft Certified Professional) or Microsoft Certified Administrator Associate) qualification and with one (1) year but less than two (2) years of relevant experience 0= The Bidder has not provided any evidence or has submitted only the MCP (Microsoft Certified Professional) or Microsoft Certified Administrator Associate) qualification without the relevant experience or has less than one (1) year of relevant experience.	3 =10.00 2 =6.67 1= 3.33 0 = 0	1.1
			1.4 Project Management Certification with relevant years of experience). 3= The Bidder has Project Management Certification with 6 (six) or more years of relevant experience. 2= The Bidder has Project Management Certification with 5 (five) years but less than six (6) years of relevant experience. 1= The Bidder has Project Management Certification with 4 (four) years but less than five (5) years of relevant experience. 0= The Bidder has not provided any evidence or has submitted only the Project Management Certification without the relevant experience or has less than four (4) year of relevant experience.	3 =10.00 2 =6.67 1= 3.33 0 = 0	1.1

7.5.2 Technical Solution Criterion (20 points)

7.5.2.1 The evaluation of the Solution of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the TRT at the reference given in the column “TRT Reference” in Table 8 Solution Criterion Evaluation below.

Table 8: Technical evaluation criteria - Technical Solution Criterion (20 points)

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
2.1	Server Support Methodology	SARS seeks to establish whether the Bidder’s support methodology covers the core Tower S service requirements. Supporting evidence must include Methodology covering: 1. Incident response; 2. Break/fix support; 3. Preventative maintenance or housekeeping; 4. Asset verification; 5. Escalation and resolution management.	3=The Bidder has addressed all five (5) areas of the requirements. 2=The Bidder has addressed four (4) areas of the requirements. 1=The Bidder has addressed three (3) areas of the requirements. 0=The Bidder has addressed two (2) areas of the requirements.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	2.1
2.2	Out-of-Warranty and Time-and-Material Support Capability	SARS seeks to establish whether the Bidder can support Out-of-Warranty equipment without compromising service continuity. Supporting evidence must include: 1. Out-of-warranty support methodology; 2. Repair delivery model; 3. Onsite support commitment; 4. Declaration confirming support model.	3 = The Bidder has provided an Out-of-warranty support methodology including repair delivery model and 100% onsite support commitment using Bidder-controlled resources and a declaration confirming the support model. 2 =The Bidder has provided an Out-of-warranty support methodology including repair delivery model and 80%-99% % onsite support commitment using Bidder-controlled resources and declaration confirming the support model.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	2.2

			1 =The Bidder has provided an Out-of-warranty support methodology including repair delivery model with 75%-80% onsite support commitment with material reliance on third parties, and declaration confirming the support model. 0: The Bidder has provided none or insufficient Information on an Out-of-warranty support methodology/ does not including repair delivery model and 0-74% onsite support commitment using Bidder-controlled resources and declaration confirming support model.		
2.3	OEM Parts Access and Logistics Capability	SARS seeks to establish whether the Bidder can access genuine OEM parts for in-warranty and out of warranty devices in a manner that supports service continuity. Supporting evidence must include: 1. Access to genuine OEM parts for in-warranty and out of warranty devices process and; 2. OEM supply-channel process; 3. Declaration confirming genuine parts commitment.	3=The Bidder has provided information on access to genuine OEM parts for in-warranty and out of warranty devices process and OEM supply-channel process, including declaration confirming genuine parts commitment. 2=The Bidder has provided information on access to genuine OEM parts for in-warranty and out of warranty devices process and OEM supply-channel process. 1=The Bidder has provided information on access to genuine OEM parts. 0=The Bidder has provided none or insufficient information on access to genuine OEM parts for in-warranty and/or out of warranty devices process, OEM supply-channel process and declaration confirming genuine parts commitment.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	2.3

2.4	OEM Escalation and Warranty Management Process	SARS seeks to establish how Bidder will manage OEM support escalation and warranty administration during service delivery. Supporting evidence must include: 1. OEM warranty management process; 2. OEM escalation process; 3. Escalation roles and responsibilities; 4. Escalation matrix/path.	3: The Bidder has addressed all four (4) areas of the requirements. 2: The Bidder has addressed three (3) areas of the requirements. 1: The Bidder has addressed two (2) areas of the requirements. 0: The Bidder has addressed one (1) area of the requirements.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	2.4
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7.5.3 Service Management Solution Criterion (15 Points)

7.5.3.1 The evaluation of the Service Management Solution of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the TRT at the reference given in the column "TRT Reference" in Table 9 Service Management Solution Criterion Evaluation below.

Table 9: Technical Evaluation Criteria - Service Management Solution Criterion (15 Points)

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
3.1.	Service Management Compliance/ Conformance	SARS seeks to establish whether Bidder has processes and governance required to manage Tower S services effectively. Supporting evidence must include: 1. Service management processes for incident management; 2. Configuration management; 3. Service level management; 4. Performance and capacity management; 5. Service reporting.	3: The Bidder has addressed all five (5) areas of the requirements. 2: The Bidder has addressed four (4) areas of the requirements. 1: The Bidder has addressed three (3) areas of the requirements. 0: The Bidder has addressed two (2) areas of the requirements.	3 =10.00 2 = 6.67 1 = 3.33 0 = 0	3.1

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
3.2.	Monitoring and Reporting Toolset Capability	SARS seeks to establish whether Bidder has monitoring and reporting capability to support service measurement and governance. Supporting evidence must include Response covering: 1. Architecture/description; 2. Platform access; 3. Delivery method; 4. Delivery status information; 5. Near real-time monitoring; 6. Ad hoc reporting.	3: The Bidder has addressed all six (6) areas of the requirements. 2: The Bidder has addressed all five (5) areas of the requirements. 1: The Bidder has addressed four (4) areas of the requirements. 0: The Bidder has addressed three (3) areas of the requirements.	3 = 5.00 2 = 3.33 1 = 1.67 0 = 0	3.2

7.5.4 Transition Criterion (15 Points)

7.5.4.1 The evaluation of the Transition criterion of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the TRT at the reference given in the column "TRT Reference" in Table 10 Transition Criterion Evaluation below.

Table 10: Technical Evaluation Criteria – Transition Criterion (15 points)

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
4.1.	Transition Team and Transition Plan	SARS seeks to establish whether Bidder has a practical transition structure and plan to assume Tower S services without service disruption. Supporting evidence must include: 1. Transition team structure 2. Role allocation matrix 3. Transition plan 4. Changeover plan	3: The Bidder has addressed Transition team structure and six (6) areas of the requirements. 2: The Bidder has addressed Transition team structure and five (5) areas of the requirements. 1: The Bidder has addressed Transition team structure and four (4) areas of the requirements.	3= 15.00 2 = 10.00 1 = 5.00 0 = 0	4.1

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
		5. Testing plan 6. Rollback plan 7. Transition risk register.	0: The Bidder has not addressed Transition team and only three (3) areas of the requirements.		

7.5.5 Technology Evolution and Continuous Improvement Criterion (10 Points)

7.5.5.1 The evaluation of the Transition criterion of a Proposal consists of an evaluation of the sub-criteria / Inquiries is conducted by referencing the TRT at the reference given in the column "TRT Reference" in Table 11 Technology Evolution and Continuous Improvement Criterion Evaluation below.

Table 11: Technical Evaluation Criteria – Technology Evolution and Continuous Improvement (10 points)

No:	Sub-criterion	Inquiry	Specific evaluation guidelines	Inquiry weighting	TRT Reference
5.1.	Technology Evolution and Continuous Improvement	SARS seeks to establish whether Bidder can support technology evolution, OEM lifecycle changes and service improvement during the contract term. Supporting evidence must include: 1. Technology lifecycle management process 2. OEM lifecycle management process; 3. End-of-life/end-of-support process; 4. Continuous improvement process; 5. skills/certification maintenance plan.	3: The Bidder has addressed all five (5) areas of the requirements. 2: The Bidder has addressed four (4) areas of the requirements. 1: The Bidder has addressed three (3) areas of the requirements. 0: The Bidder has addressed two (2) areas of the requirements.	3= 10.00 2 = 6.67 1 = 3.33 0 = 0	5.1

7.6 Price and B-BBEE/specific goals evaluation (Gate 3)

- 7.6.1 In line with the requirements of the Preferential Procurement Policy Framework Act, and its Regulations and SARS Preferential Procurement Policy, **only Bidders that have met or exceeded the minimum threshold for functionality in the technical evaluation will be evaluated further.**
- 7.6.2 SARS will apply the applicable preference point system in accordance with published the preference point system. Should actual pricing proposals submitted by the Bidders differ from the estimated costs prescribing the system to be used, the lowest acceptable tender will be used to determine the applicable preference point system.

Table 12: Price and B-BBEE/specific goals evaluation

	Criteria	Points
1.	Price	90
2.	Specific goals	10
	TOTAL	100

7.6.3 Price evaluation (Gate 3, Stage 1)

- 7.6.3.1 Points for the price evaluation will be calculated in accordance with the formula stated below.
- 7.6.3.2 Bidders are required to complete all line items in the pricing response template(s) provided by SARS, which will be used for the price evaluation. The price should include all the goods and services required in the scope of work. Bidders must ensure the completeness and accuracy of the pricing figures provided in the pricing response template. Failure to complete the pricing response template/bill of quantities may lead to a bidder scoring zero for the pricing evaluation or disqualification of the bidder.

Table 13: Pricing evaluation formula

Price evaluation formula	Points
$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$	90

Where:

- P_s = Points scored for price of proposal under consideration
 P_t = Rand value of proposal under consideration
 P_{min} = Rand value of lowest acceptable proposal

7.6.4 B-BBEE/specific goals evaluation (Gate 3, Stage 2)

- 7.6.4.1 Points for the B-BBEE/specific goals evaluation will be allocated in accordance with a bidder's size and ownership as per Table 1 (on page 4 of 5) of the SBD 6.1 Preference Points Claim form claimed. Points for specific goals can only be awarded to a bidder who submits B-BBEE Affidavit/Certificate as evidence for entity size. And Bidders are required to submit CIPC registration documents or letter from an attorney or registered accountant in their letterhead for the verification of ownership points claimed.
- 7.6.4.2 Bidders who do not claim preference points on the SBD 6.1 document will be scored zero for B-BBEE/specific goals.
- 7.6.4.3 Failure of a Bidder to submit a B-BBEE certificate from a verification agency accredited by the South African Accreditation System (SANAS), a CIPC B-BBEE Certificate for Exempted Micro Enterprise (EME), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) together with the proposal, will be considered in a manner that preference points for Specific goals are not claimed.
- 7.6.4.4 The B-BBEE certificate or affidavit should be submitted in the name of the bidding entity. If the proposal is submitted by an incorporated joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or affidavit.
- 7.6.4.5 If the proposal is submitted by an unincorporated joint venture/consortium arrangement, the unincorporated joint venture/consortium must submit a consolidated B-BBEE certificate or affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or affidavit is prepared for every separate proposal.
- 7.6.4.6 SARS reserves the right to request Bidders to submit proof of any information, to substantiate claims made about their Specific goals.
- 7.6.4.7 The table below indicates the specific B-BBEE/specific goals documents that must be submitted for this RFP.

Table 14: Specific goals evaluation points allocation

The specific goals allocated points in terms of this tender	90/10 Points Allocation	Evidence Required
An entity with at least 51% Black Ownership.	3	A valid B-BBEE Certificate / B-BBEE Sworn Affidavit (In case of an unincorporated Joint Venture (JV), consolidated B-BBEE certificate will be accepted).
An entity with at least 30% Black Women Ownership.	3	A valid B-BBEE Certificate / B-BBEE Sworn Affidavit (In case of an unincorporated Joint Venture (JV), consolidated B-BBEE certificate will be accepted)

The specific goals allocated points in terms of this tender	90/10 Points Allocation	Evidence Required
An entity that forms a Joint Venture with Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE) with at least 51% Black Ownership. OR An entity that subcontracts at least 25% of the contract value to An Exempted Micro Enterprise (EME)/ Qualifying Small Enterprise (QSE) that is at least 51% black owned.	4	<u>Joint Venture</u> A valid Consolidated B-BBEE Certificate and a duly signed joint venture agreement
		A valid B-BBEE Certificate or Sworn Affidavit for both the bidder and the proposed subcontractor must be submitted. In addition, the bidder must provide a signed Memorandum of Understanding (MoU) or preliminary subcontracting agreement that clearly confirms the subcontracting arrangement and explicitly states the percentage (%) of the contract value of work to be subcontracted to the subcontractor.
Tota Overall Points	10	(All B-BBEE specific goal points allocation to be confirmed on the signed SBD 6.1 form)

7.6.5 Consolidation of price and B-BBEE/specific goals evaluation (Gate 4)

- 7.6.5.1 The points scored by a Bidder for the price evaluation and the B-BBEE/specific goals evaluation will be added together to determine the overall points a bidder's proposal will score out of 100 points for the consolidated price and B-BBEE/specific goals evaluation and ranking of the Bidders.

7.7 Financial risk analysis

- 7.7.1 SARS may conduct a financial risk analysis on the Bidders and SARS has the right not to make an award to a Bidder(s) if its risk analysis indicates a high risk.
- 7.7.2 The Bidders are required to submit complete sets of annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity. The annual financial statements must either be audited or independently reviewed in accordance with the public interest score (PIS) in compliance with the Companies Act, 2008 (Act 71 of 2008), and the Bidders are required to submit the PIS in compliance with the Companies Act. The annual financial statements must contain:
- 7.7.2.1 A statement of profit and loss and other comprehensive income;
 - 7.7.2.2 A statement of financial position;
 - 7.7.2.3 A statement of cash flows;
 - 7.7.2.4 A statement of changes in equity/net assets; and
 - 7.7.2.5 Accompanying notes.
- 7.7.3 If the Bidder cannot provide the preceding year's audited/independently reviewed financial

statements as part of its bid submission, it should submit draft annual financial statements or its latest management accounts, together with the three (3) most recent years audited/independently reviewed annual financial statements.

- 7.7.4 Bidders who have been trading for less than three (3) financial periods must provide:
- 7.7.4.1 A letter detailing the fact, signed by a duly authorised representative of the entity;
 - 7.7.4.2 The annual financial statements that the entity can provide, considering the period that it has been trading; and
 - 7.7.4.3 Any other information or documentation that would provide more clarity on the financial history of a bidder.
- 7.7.5 SARS reserves the right to request further information regarding the annual financial statements of a Bidder later to demonstrate the potential Bidder's financial capability. These will include, but are not limited to:
- 7.7.5.1 Holding company's/parent company's accounts;
 - 7.7.5.2 Management accounts;
 - 7.7.5.3 A signed letter from a recognised financial institution confirming capital availability and bank statements; and/or
 - 7.7.5.4 Credit rating reports (confirming capital availability or access to capital).
- 7.7.6 If a subsidiary is the bidding entity and it submits the holding company's financial statements for financial analysis purposes, the holding company must furnish a performance guarantee that is signed by a financial service provider (guarantor) of the holding company, stating that the guarantor will undertake to cover any or all risks associated with a bidder, if the bidder is awarded the RFP.
- 7.7.7 If the proposal is submitted by an incorporated joint venture, the incorporated joint venture is required to submit annual financial statements of the joint venture. If the proposal is submitted by an unincorporated joint venture/consortium arrangement, the unincorporated joint venture/consortium is required to submit annual financial statements of each of the parties to the arrangement.
- 7.7.8 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome.
- 7.8 Recommended Bidders' due diligence and risk assessment prior to award**
- 7.8.1 SARS has a legal and moral obligation to ensure that a supplier's financial position does not place public money or services at unacceptable risks and will, therefore, perform due diligence and risk assessment of recommended bidder(s) prior to award.
- 7.8.2 As part of due diligence and risk assessment, the Bidder must ensure that it is complying with all regulatory prescripts, including industry regulations specific to the commodity/services procuring, that are applicable to this tender, as well as ethical business practices. SARS has the right to request evidence of this compliance from the bidder, and third parties, for purposes of the due diligence exercise and for audit or contracting arrangements.
- 7.8.3 If a due diligence exercise reveals that a recommended Bidder does not comply with SARS's risk appetite or compliance requirements, then SARS has the right not to make an award to the recommended bidder.
- 7.8.4 The recommended Bidder(s) will be required to consent in the agreement to continuous and in-depth due diligence to ensure ethical business practices throughout the term of the tender.

7.9 Proposed legal agreement

- 7.9.1 Any award made to a Bidder under this RFP is conditional, among other provisions, upon SARS and such Bidder concluding a written agreement within 21 (twenty-one) working days of the Bidder receiving the written agreement. The timeous finalisation of such an agreement will be an absolute pre-condition to the recommended Bidder(s) being awarded the tender and providing the goods or services to SARS.
- 7.9.2 If the recommended Bidder(s) fails to sign the proposed agreement within the timeframe stipulated, SARS reserves the right to:
- 7.9.2.1 Cancel the award to the recommended Bidder;
 - 7.9.2.2 Negotiate with the second-ranked Bidder(s) and conclude the proposed agreement with such second-ranked Bidder(s); or
 - 7.9.2.3 Take any other action that SARS deems reasonable and appropriate.
- 7.9.3 **Bidders are requested to:**
- 7.9.3.1 Comment on the terms and conditions set out in the draft agreement and, where necessary, propose required changes to such terms and conditions;
 - 7.9.3.2 Ensure that each comment and/or amendment is explained; and
 - 7.9.3.3 Ensure that all changes and/or amendments to the agreement are in an easily identifiable colour font and tracked for ease of reference.
 - 7.9.3.4 SARS reserves the right to accept or reject any such mark-ups or comments.
- 7.9.4 **Mark-ups/Comments**
- 7.9.4.1 Bidders may mark-up/comment on the terms and conditions of this agreement, its schedules, appendices and attachments. SARS reserves the right to accept or reject any such mark-ups or comments. Each comment and/or amendment must be explained. All changes and/or amendments to the agreement must be in an easily identifiable colour font and tracked for ease of reference. SARS reserves the right to accept or reject any such mark-ups or comments.
 - 7.9.4.2 Mark-ups/comments will NOT be acceptable regarding the following clauses:
 - Clause 17 – SAFEGUARDING OF CONFIDENTIAL INFORMATION;**
 - Clause 18 – INTEGRITY AND SECURITY COMPLIANCE**
 - Clause 20.12 – TAX COMPLIANCE**
 - Clause 20.17 – B-BBEE COMPLIANCE**
 - Clause 21 – INSURANCE AND RISK OF LOSS**
 - Clause 22 – INDEMNITIES**
 - Clause 23 – LIABILITY**
 - Clause 25 - AUDITS**
 - Clause 25.3 – RECORDS RETENTION**
 - Clause 29.17 – PERFORMANCE BOND**
 - Clause 28.4 - TERMINATION UPON SALE, ACQUISITION, MERGER OR CHANGE OF CONTROL**
 - Schedule C - SERVICE LEVELS**
 - Schedule D – CHARGES, INVOICING AND PAYMENTS**
- 7.9.5 Upon award, SARS and the successful Bidder(s) will conclude the agreement that regulates the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:

- 7.9.5.1 SARS will negotiate with the Bidder(s) to conclude the agreement;
- 7.9.5.2 SARS will be entitled to cease negotiating with a Bidder if SARS, in its sole discretion, is of the opinion that the Bidder has made misrepresentations in its proposal, is attempting to withdraw from positions or commitments made in its proposal, is not negotiating in good faith, an agreement may not be expeditiously concluded with the bidder for any other reason;
- 7.9.5.3 SARS reserves the right to vary the terms and conditions of the proposed agreement during the negotiations with a bidder at SARS' sole discretion; and
- 7.9.5.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

7.9.6 A Bidder should note that the terms of its proposal will be incorporated in the proposed agreement by reference and that SARS relies upon the Bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. As such, any misrepresentations in a proposal may result in legal action or other processes by SARS against the Bidder, notwithstanding the conclusion of an agreement between SARS and the Bidder for the provision of the goods and services in question. If a conflict arises between the Bidder's proposal and the agreement concluded between the parties, the agreement will prevail.

7.10 Performance Bond

7.10.1 The Service Provider will post on the Effective Date, a performance bond ("**Performance Bond**") by a financial institution approved by SARS and in the form prescribed by SARS, or if SARS does not prescribe a form, in a form proposed by the Service Provider and approved by SARS at its sole discretion. Notwithstanding the generality of the above, such Performance Bond will secure the Service Provider's obligations in an amount equal to:

Note to the Bidder:

	Tower	Performance bond value
1.	Tower S	The Performance Bond will be equal to or 50% of the total of the charges that will be made by the Service Provider for Services under this Agreement in the first 12 (twelve) months of the Term

7.10.2 SARS will be entitled to make a claim for payment from the Performance Bond if:

- 7.10.2.1 The Service Provider materially breaches this Agreement, and the breach is reasonably capable of being remedied and the Service Provider fails to remedy such breach within 30 (thirty) days of being called upon by SARS to do so;
- 7.10.2.2 The breach cannot be remedied;
- 7.10.2.3 An event occurs in respect of which this Agreement permits SARS to recover a penalty or similar service credit from the Service Provider, and the Service Provider fails to pay such penalty when it is due in terms of this Agreement; and/or
- 7.10.2.4 The Service Provider is placed under provisional or final liquidation; placed under judicial management; enters an arrangement with its creditors; or Service Provider enters into business rescue procedures under Chapter 6 of the Companies Act, 2008.

7.10.3 To avoid doubt, any claim that SARS may be entitled to make under the Performance Bond will be

subject to (i) the indemnities and limitations of liability contained in clauses 21 and 22 of the **SARS RFP 03-2026 4-1 Server Support Services Agreement** and (ii) the Performance Bond claims procedure contained in this clause 8.9.

- 7.10.4 The Service Provider will not be absolved of any of its obligations and liabilities under this Agreement by virtue of it having furnished the Performance Bond.
- 7.10.5 If SARS intends to encash the Performance Bond, it must demand, on 15 (fifteen) days' written notice, payment from the Service Provider, specifying:
- 7.10.5.1 The cause of the claim; and
- 7.10.5.2 The amount claimed.
- 7.10.6 If the Service Provider fails to make payment as per SARS's demand in clause 8.9.2 or fails to lodge a dispute in accordance with clause 27 of the **SARS RFP 03-2026 4-1 Server Support Agreement** within 15 (fifteen) days of receipt of SARS's notice in accordance with clause 8.9.7, SARS will be entitled to encash the Performance Bond with immediate effect.
- 7.10.7 If SARS encashes the Performance Bond in terms of clause 8.9.2, SARS will be entitled to recover from the proceeds of the Performance Bond all of (i) SARS's Losses occasioned by the Service Provider; (ii) all amounts for which the Service Provider is liable in terms of any indemnities given by it to SARS; (iii) all penalties which SARS is entitled to impose upon the Service Provider; (iv) all legal costs which SARS is entitled to recover from the Service Provider in asserting SARS' rights under this Agreement and the Performance Bond; and (v) any other amounts which may be owing by the Service Provider to SARS, of whatever nature and however arising; provided always that the provisions of this clause 8.9.7 will never be construed as in any way limiting SARS' right of recovery to the full value of the Performance Bond.
- 7.10.8 If SARS:
- 7.10.8.1 Cancels the Agreement pursuant to any matter referred to in clause 8.9.2, after SARS has recovered all amounts which may be owing to SARS by the Service Provider in terms of clause 8.9.7, SARS will pay the balance, if any, to the Service Provider; or
- 7.10.8.2 Does not cancel the Agreement pursuant to any matter referred to in clause 8.9.2 the Service Provider will deliver to SARS, within 10 (ten) business days of SARS's written instruction, a new Performance Bond for the same value as that of the original Performance Bond (and for which purpose clause 8.9 will again apply, mutatis mutandis) against delivery of which SARS will pay to the Service Provider the balance, if any, of the amounts remaining from the previous Performance Bond following SARS' recovery of the amounts owing to it in terms of clause 8.9.7.
- 7.10.9 The Performance Bond will automatically be revoked on expiry of a period of six (6) months after Termination of the Agreement.

7.11 Performance standards

- 7.11.1 SARS may prescribe certain performance standards (service levels) that a successful bidder must comply with in the performance of the services.
- 7.11.2 Failure to adhere to the service levels will result in SARS levying a financial penalty for the service level failure.

- 7.11.3 Multiple service level failures with the SARS' prescribed service levels will constitute a material breach of the SLA.
- 7.11.4 Notwithstanding the implementation of the service levels and financial penalties, SARS reserves the right, and without derogation to any other remedies it may have in law, to terminate the SLA for breach (persistent non-compliance) by the successful bidder.

8 TRUSTS, JOINT VENTURES, SUB-CONTRACTING AND OTHER AGRANGEMENTS

8.1 Proof of existence of a trust, joint venture, consortium and sub-contracting arrangements

- 8.1.1 Where, for the purposes of this RFP, a Bidder submits its proposal as a trust, such Bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include, among others:
 - 8.1.1.1 Details of the trustees of the trust; and
 - 8.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.
- 8.1.2 Where, for the purposes of this RFP, a Bidder submits its proposal as a joint venture or consortium (incorporated or unincorporated), the Bidder must submit the joint venture/consortium agreement, which sets forth the following details:
 - 8.1.2.1 Identification of each party to the agreement in full;
 - 8.1.2.2 The percentage ownership of the joint venture/consortium of each party to the agreement (if applicable);
 - 8.1.2.3 The precise functions and responsibilities that each party will fulfil in terms of the agreement; this should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);
 - 8.1.2.4 The anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue that the bidder would anticipate receiving over the term of the agreement with SARS), if the Bidder is successful; and
 - 8.1.2.5 Clear roles and responsibilities of the lead partner and the remainder joint venture/consortium party(ies); the agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party(ies), in respect of matters pertaining to the joint venture.
 - 8.1.2.6 If a Bidder is submitting a proposal in the form of an unincorporated joint venture/consortium, the SBD 4 Bidder's disclosure form should be completed by each party participating in the joint venture/consortium agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture/consortium for this RFP.
 - 8.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.
- 8.1.3 Where, for the purposes of this RFP, a Bidder has or intends to subcontract areas of scope of the goods and services, the bidder must submit the subcontracting agreement, and must note the following:
 - 8.1.3.1 The Bidder must indicate the name of the subcontractor(s), the percentage of the contract that will be subcontracted, the B-BBEE status level of the subcontractor(s) and whether the subcontractor(s) is an EME or QSE;
 - 8.1.3.2 A bidder awarded a contract, may only enter into a subcontracting arrangement with the approval of SARS;
 - 8.1.3.3 The agreement will be concluded between the main contractor(s) and SARS;

- therefore, the main contractor(s) and not its/their subcontractor(s) will be held liable for performance in terms of its contractual obligations;
- 8.1.3.4 The successful Bidder must always be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement; and
- 8.1.3.5 Without diminishing the Bidder's accountability in any way for the delivery of the services, including the performance standards, SARS may require access to and transparency in the sub-contracting agreements; the full details of the functions that the subcontractor will fulfil in terms of the agreement, including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor(s) in the account and project planning activities; and subcontractors' representation in governance structures and committees. SARS will always demand fair dealing in the relationship between a Bidder and its subcontractor(s).

9 COMPLAINTS AND ALLEGATIONS

- 9.1 Should a Bidder have rational reasons to believe that the tender process is unfair or irregular, including the fact that the technical specifications are not open and/or are written for a particular bidder, brand or product, the bidder is urged to notify the Procurement Department within 10 (ten) days after publication of the bid and provide details of its complaint for SARS's consideration.
- 9.2 Any suspicious activity, including requests, approaches or calls asking for upfront payment to secure an award of a bid or in lieu of claims that the outcome of a tender can be influenced towards a particular bidder, bidders are requested to immediately inform the *SARS Fraud/Anti-corruption* Hotline on 0800-002870 or via email at anti-corruption@sars.gov.za for further investigation.
- 9.3 The "SARS hotline" further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

10 GENERAL CONDITIONS OF BIDDING

- 10.1 By bidding, a Bidder is deemed to have accepted all terms and conditions of this RFP; and is further deemed to have accepted that if successful, any award made will be made subject to the terms and conditions of this RFP.
- 10.2 **Reservation of rights**
- 10.2.1 In addition to any rights that SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right, in its sole discretion, to:
- 10.2.1.1 Make no award or accept part of a proposal rather than the whole;
 - 10.2.1.2 Withdraw or cancel this RFP;
 - 10.2.1.3 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;
 - 10.2.1.4 Schedule additional briefing sessions/site inspections; conduct site visits and site inspections, product evaluations, local content evaluations, and/or perform audits including due diligence exercises on any bidder whenever SARS deems it prudent to do so;
 - 10.2.1.5 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 afforded an opportunity to object;
- 10.2.1.6 Subject to applicable legislation and conditions of tender, award a proposal based on which bidder is offering the best value for money, even if such proposal has not scored the highest points during the evaluation;
- 10.2.1.7 Conduct a risk assessment of a Bidder's capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS's objectives;
- 10.2.1.8 Request 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;
- 10.2.1.9 Conduct due diligence on any Bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting a bidder's, subcontractors, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions); 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 reserves the right not to consider the bidder's proposal any further; and/or
- 10.2.1.10 Request presentations from such shortlisted bidders; all costs relating to the preparation of such presentations will be borne by the Bidders.
- 10.2.2 SARS will disqualify any Bidder, report to National Treasury and take the necessary steps to restrict a bidder from doing business with the State, who:
- 10.2.2.1 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;
- 10.2.2.2 Seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- 10.2.2.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 10.2.2.4 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 to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- 10.2.2.5 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;
- 10.2.2.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, which 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;
- 10.2.2.7 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 a prison term or penalty was imposed;
- 10.2.2.8 Is listed on National Treasury's Register for Tender Defaulters or National Treasury's Database of Restricted Suppliers; or
- 10.2.2.9 Whose tender contains a misrepresentation that is materially incorrect or misleading.

10.2.3 Bidders' own conditions

- 10.2.3.1 Bidders may not come up with their own terms and conditions and/or counter conditions, modify or vary any of the terms, conditions or requirements herein. SARS may disqualify any bidder who fails to comply with this clause.

10.3 Conflict of interest

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

10.4 Confidentiality

- 10.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, information contained in a Bidder's proposal(s) may not be disclosed by any bidder, other than to a person officially involved with SARS's examination and evaluation of a proposal.
- 10.4.2 Throughout this RFP process and thereafter, Bidders must secure SARS's written approval prior to the release of any information that pertains to the potential work or activities to which this RFP relates; or the process that 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.

10.5 Fronting

- 10.5.1 SARS supports the spirit of B-BBEE and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, SARS condemns any form of fronting.
- 10.5.2 In ensuring that Bidders conduct themselves in an honest manner, SARS will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition be established during such enquiry/investigation, the onus will be on the Bidder/contractor to prove that fronting does not exist. Failure to do so within 14 (fourteen) days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding 10 (ten) years, in addition to any other remedies that SARS may have against the bidder/contractor concerned.

10.6 Insurance

- 10.6.1 The successful Bidder will be required, on or before the effective date of the agreement and for the duration of the agreement, 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 and public liability insurance cover as appropriate.

10.7 Indemnity

- 10.7.1 If a Bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement or defence of intellectual property

rights or confidentiality obligations), then the bidder indemnifies and holds SARS harmless from any and all such costs that SARS may incur and for any damages or losses that SARS may suffer.

- 10.7.2 A successful bidder shall indemnify, hold harmless and agree to defend SARS and its officers, employees, agents, successors-in-title, and assigns, from any and all losses arising from, or in connection with, any of the following:
- 10.7.2.1 Third-party claims attributable to any breach of the provisions of the services agreement by the successful Bidder;
 - 10.7.2.2 Third-party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the successful bidder or its employees and claims attributable to errors and/or omissions;
 - 10.7.2.3 Third-party claims arising from or related to the death or bodily injury of any SARS agent, employee, business invitee, or business visitor or other person on SARS' premises caused by the negligent acts or omissions of the successful Bidder or its employees; and
 - 10.7.2.4 Third-party claims arising from damage to property owned or leased by SARS or a third party caused by the successful Bidder's or its employees' negligence or misconduct.

10.8 Intellectual property

- 10.8.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP.
- 10.8.2 Bidders will retain the intellectual property rights in their proposals but grant SARS the right to reproduce any copyrighted works for the purposes of the tender process.
- 10.8.3 Subject to any specific provisions in any SLA, master services agreement, work orders or change orders or any other agreement concluded between SARS and a bidder in terms of this RFP, all intellectual property rights created, generated, coded or designed in terms of this bid to meet SARS's business requirements and needs will be, and remain the perpetual exclusive property of SARS. Successful Bidders who create, generate, code or design any intellectual property for SARS in terms of this RFP, undertake to provide SARS with full access to such intellectual property, including the provision of security keys and access codes both during and after the bidder's appointment as a service provider or vendor.
- 10.8.4 If any bidder utilises any third-party intellectual property, in terms of a licence, to submit a bid, or that such third-party intellectual property will be utilised to fulfil SARS's business requirements for the bid, Bidders firstly warrant that they have the rights to do so and, secondly, agree to fully indemnify SARS against in any claims whatsoever arising from the application of third-party intellectual property in the SARS environment and on the basis of SARS's indemnity rights in the indemnity clause above.

10.9 Limitation of liability

- 10.9.1 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 because of the bidder's participation in this RFP process.

10.10 Preparation costs

- 10.10.1 A Bidder will bear all its costs in preparing, submitting, delivering and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. No statement in this RFP will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response to this RFP.

10.11 Precedence

- 10.11.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication, as set out per the Communication paragraph in this document, and that such information expressly states that it amends this document.

10.12 Responsibility for Bidder's personnel and subcontractors

- 10.12.1 A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its sub-contractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP.
- 10.12.2 If SARS allows a Bidder to use subcontractors, such subcontractors will be the responsibility of the Bidder at all times and SARS will not, under any circumstances, be liable for any losses or damages incurred by such subcontractors.
- 10.12.3 However, the proposal shall be awarded to the Bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SARS and/or its client and any such subcontractors.
- 10.12.4 If a Bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the Bidder is required include a letter or agreement from the respective individual whose evidence of experience is included in the proposal in their submission, 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.
- 10.12.5 If a Bidder includes experience of an entity other than the Bidder itself, then the Bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and agrees that their experience may be included for tendering purposes. Copies of the signed agreements between the relevant parties must be attached to the proposal responses.

10.13 Prohibition of participation in resultant tender

- 10.13.1 Any Bidder, whether participating in a trust, joint venture, consortium and/or sub-contracting arrangement, who participates in preparatory work on the basis of which another tender will flow, may not participate in the resultant tender because of the advantage of having been privy to the underlying preparatory work.

10.14 RFP not an offer

- 10.14.1 This RFP does not constitute an offer to do business with SARS but merely serves as an invitation to Bidders to facilitate a requirements-based decision process. Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into an agreement with the bidder.

10.15 SARS' Oath/Affirmation of secrecy

- 10.15.1 SARS has a policy in terms of which the successful Bidder, key personnel or any other personnel as may be determined by SARS will be required, upon award, to individually take a mandatory oath/declaration/affirmation of secrecy. Therefore, the award will be made subject to the condition that the successful bidder along with the personnel referred to above comply with the aforementioned policy.

10.16 Screening and vetting of a Bidder

- 10.16.1 Acceptance of a Bidder's proposal is subject to the condition that both the successful bidder and its personnel providing the goods and services must be screened and cleared by the appropriate authorities to the grade of clearance in line with SARS's applicable policies.
- 10.16.2 Obtaining the necessary clearance 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.
- 10.16.3 Bidders shall supply and maintain a list of personnel involved in the project indicating their clearance status.

10.17 Tax compliance

- 10.17.1 It is a requirement that any supplier conducting business with SARS is tax compliant at the date of award of a contract / bid and remains tax compliant throughout the duration of their contracts with SARS.
- 10.17.2 **Verification of tax compliance status prior to award**
 - 10.17.2.1 SARS must verify supplier/ bidder's tax compliance status prior to the awarding of a contract.
 - 10.17.2.2 No contract / bid may be awarded to a supplier who is not tax compliant.
 - 10.17.2.3 Where the recommended supplier / bidder is not tax compliant, it must be notified in writing of their non-compliant status and be granted a minimum of seven (7) working days to submit written proof regarding their tax compliance status with SARS or proof that arrangement has been made with SARS to meet their outstanding tax obligations.
 - 10.17.2.4 Should the recommended bidder/ supplier fail to provide written proof of their tax compliance status as contemplated in paragraph 10.17.2.3 above, SARS as the procuring entity must reject the bid submitted.
 - 10.17.2.5 Accordingly, the supplier / bidder is responsible to provide SARS with proof of its tax compliance status which must be verified through the Central Supplier Database or eFiling.
- 10.17.3 **Verification and/or confirmation of tax compliance status during the course and scope of executing awarded contract**
 - 10.17.3.1 SARS reserves the right to request the supplier or successful bidder to provide written proof of tax compliance status at any time during the execution of the awarded contract.
 - 10.17.3.2 Further, SARS reserves the right to withdraw an award made, or cancel a contract concluded with a supplier / successful bidder in the event that it is established that such supplier / bidder was in fact not tax compliant at the time of the award.
 - 10.17.3.3 Furthermore, SARS reserves the right to cancel a contract with a supplier / successful bidder in the event that such supplier/bidder does not remain tax compliant for the full term of its contract.
- 10.17.4 In line with SARS's strategic objectives, the directors / owners of the bidding entity who are not tax compliant may be referred to the SARS tax compliance unit for further investigation in order to achieve full tax compliance.
- 10.17.5 In terms of section 3 of the Tax Administration Act, Act No. 28 of 2011, SARS is responsible for the administration of a tax Act under the control or direction of the Commissioner for SARS. Accordingly, SARS may as part of the administration of a tax Act exercise its powers, *inter alia*, to collect revenue due to the fiscus and enforce compliance with legislation administered by the Commissioner for SARS.

10.18 Tender defaulters and restricted suppliers

- 10.18.1 No bid will be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears on National Treasury's Register for Tender Defaulters or National Treasury's Database of Restricted Suppliers.

10.19 Local production and content

- 10.19.1 SARS supports and promotes local production and content, environmentally friendly products, and sustainable sourcing.
- 10.19.2 To enable this objective to be adequately assessed and as part of contract management, a Bidder shall advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.
- 10.19.3 The appointed supplier shall provide and use, for the performance of this contract, local subcontractors or locally acquired materials, equipment and facilities, to the extent available and within reasonable costs, to produce the quality and quantity of work and materials required by this contract.

10.20 Validity of information

- 10.20.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or otherwise) to a Bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional information SARS may provide to a bidder as part of the RFP process.
- 10.20.2 A Bidder is deemed to have examined this RFP and any other information supplied by SARS to the Bidder and to have satisfied itself of the correctness and sufficiency of such information before submitting any of its responses.

10.21 Governing law

- 10.21.1 This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

11 CHECKLIST OF RETURNABLES

Table 15: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply
1.	A hardcopy and a soft copy RFP proposal submission has been submitted for this RFP.		
2.	The pricing information is included as a separate file (File 2) and is not included in the technical file (File 1).		
3.	The tender proposal has been organised as per the format required for this tender (paragraph 6).		
4.	SBD 1: Invitation to bid form has been completed and signed.		
5.	SBD 4: Bidder's Disclosure has been completed and signed.		
6.	SBD 6.1: Preference points claim form has been completed, points for B-BBEE / specific goals claimed, and signed.		
7.	Proof of registration on the Central Supplier Database (CSD) has been submitted.		
8.	Draft Agreement response template has been completed and signed.		
9.	A complete set of three (3) most recent annual financial statements has been included.		
10.	All the mandatory evaluation requirements have been submitted with this bid.		
11.	All the technical evaluation requirements have been submitted with this bid.		
12.	All the pricing evaluation requirements have been submitted with this bid and the pricing template has been completed in full and signed.		
13.	All the B-BBEE/specific goals evaluation and specific goal requirements have been submitted with this bid.		