

REQUEST FOR PROPOSAL

SARS RFP 06-2020

**RENEWAL OF CURRENT VMWARE SOFTWARE
MAINTENANCE AND SUPPORT**

AND

**THE PROCUREMENT OF ADDITIONAL VMWARE
SOFTWARE AND SERVICES**

RFP MAIN DOCUMENT

SUMMARY, GUIDELINES, INSTRUCTIONS AND CONDITIONS

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RFP Main Document

Summary, Guidelines, Instructions and Conditions

1 PREAMBLE

The South African Revenue Service ("SARS") invites certain qualified persons ("Bidders") to submit proposals ("Proposals") in accordance with the rules set out in this RFP for the selection and appointment on a non-exclusive basis of a Service Provider (SP) for the :

- The renewal of current VMWare license maintenance and support
- The procurement (ad hoc) of VMWare professional services
- The procurement (ad hoc) of VMWare add on products

2 INTERPRETATION AND DEFINITIONS

2.1 Interpretation

- 2.1.1 A capitalised word or expression used in any document in the RFP Pack will have the meaning that has been defined for that word or expression in the document in which the capitalised word or expression appears.
- 2.1.2 If the capitalised word or expression has not been defined in the document in which the capitalised word or expression appears then it will have the meaning given to it in the Table 1: Glossary below in paragraph 2.2.
- 2.1.3 If the capitalised word or expression has not been defined in the Table 1: Glossary below in paragraph 2.2 then it will have the meaning given to it in *the "VMWare" Agreement*.
- 2.1.4 In the event that a capitalised word or expression has not been defined as per paragraphs 2.1.1, 2.1.2 or 2.1.3 above then:
- 2.1.4.1 if the word or expression is technical in nature, such word or expression will have its generally understood meaning in the Information Communication and Technology (ICT) industries; or
- 2.1.4.2 if the word or expression is not technical in nature, then it will have its generally understood meaning.
- 2.1.5 In any document in the RFP Pack, an underlined and italicised word or expression is a reference to a document in the RFP Pack. The reference can be resolved to the full document filename in Table 3: RFP Pack Contents in paragraph 3.2 below (RFP Pack Contents).

- 2.1.6 Within a document in the RFP Pack, a reference to a paragraph number is a reference to a paragraph within the document in which it appears. If the reference to a paragraph number is followed by a document name, the reference is to that paragraph number in the document so named.
- 2.1.7 In this document, a reference to:
- 2.1.7.1 persons or entities, includes a reference to natural persons, any association, body corporate, trust, partnership, organization or other entity including their respective successors and/or assigns;
 - 2.1.7.2 the singular includes the plural and *vice versa*, unless the context otherwise requires; and
 - 2.1.7.3 the words "**include**" and "**including**" mean "**include without limitation**" and "**including without limitation**". The use of the words "**include**" and "**including**" followed by a specific example or examples will not be construed as limiting the meaning of the general wording preceding it.

2.2 Definitions (Glossary table)

Table 1: Glossary

Bidder	means a prospective Service Provider who submits a Proposal for this RFP.
B-BBEE	means Broad-Based Black Economic Empowerment.
Closing Date and Time	means the date set forth in the Table 4: Key Dates and Activities in Table 4 below.
Business Day	All days that are not Saturdays, Sundays or public holidays.
Business Hours	8:00-17:00 on Business Days.
SARS PPS&G	SARS Policies, Procedures, Standards and Guidelines
SDM	Service Delivery Manager
Services	means the duties, services, activities, deliverables, functions and responsibilities to be provided and to be performed in terms of the "VMWare Agreement" and the "Business Requirements"
SP	Service Provider
Standard Defined Services	Defined packages of work that are performed by the Service Provider on request by SARS at a fixed charge. For example: the installation an additional software
OEM	Original Equipment Manufacturer
TAM	Technical Account Manager
Proposal	means a response submitted by a Bidder to this RFP.
RFP	means this Request for Proposal.

RFP Pack	means the collection of documents making up this RFP as listed in Table 3: RFP Pack Contents in paragraph 3.2 below.
SARS	means an organ of the State established in terms of the South African Revenue Service Act, 1997 (Act No. 34 of 1997) with its registered address located at its Pretoria Head Office, 299 Bronkhorst Street, Nieuw Muckleneuk, 0181, the Republic of South Africa.
SBD	means standard bid documents prescribed by National Treasury as listed in section 2 of the Table 3: RFP Pack Contents set out in paragraph 3.2 below.
Service Provider	means a Bidder who is awarded this RFP and with whom SARS has entered into the “VMWare” Agreement. The Service Provider is also referred to as the SP.
Subcontractor	has the meaning set out in paragraph Error! Reference source not found. below
Term	means the duration of the “VMWare” Agreement” which the Service Provider and SARS will enter into as set out in paragraph 6.3.2 below

3 STRUCTURE OF THE RFP PACK

3.1 Structure

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

Table 2: RFP Pack Outline

Section	Description of section contents
1	Documents outlining the RFP background, conditions and instructions.
2	Standard Bid Documents (SBDs). These documents are required by SARS Procurement and National Treasury to be completed and returned to SARS as part of the Bidder's Proposal.
3	Documents outlining the business requirements, technical requirements and other information required by the Bidder to submit a Proposal.
4	The proposed agreement under which SARS wishes to procure the Services.
5	Response templates. Templates that are required to be completed and returned to SARS as part of a Bidder's Proposal.

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

SARS RFP 06-2020 <s>-<n> <document name>

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

3.2 RFP Pack Contents

Table 3: RFP Pack Contents

Section	Document name	Document filename
1	RFP Main Document	SARS RFP 06-2020 1-1 Summary, Guidelines, Instructions and Conditions
	Confidentiality and Secrecy Undertaking	SARS RFP 06-2020 1-2 Confidentiality and Secrecy Undertaking.
	SARS Oath / Affirmation of Secrecy	SARS RFP 06-2020 1-3 SARS Oath – Affirmation of Secrecy.
2	Invitation to Bid (SBD1)	SARS RFP 06-2020 2-1 Invitation to Bid (SBD 1).
	Declaration of Interest (SBD 4)	SARS RFP 06-2020 2-2 Declaration of Interest (SBD 4).
	Preference Points Claim Form (SBD 6.1)	SARS RFP 06-2020 2-3 Preference Points Claim Form (SBD 6.1).
	Declaration of Past SCM Practices (SBD 8)	SARS RFP 06-2020 2-4 Declaration of Past SCM Practices (SBD 8).
	Certificate of Independent Bid Determination (SBD 9)	SARS RFP 06-2020 2-5 Certificate of Independent Bid Determination (SBD 9)
	Supplier Cost and Risk Assessment Questionnaire	SARS RFP 06-2020 2-6 Supplier Cost and Risk Assessment Questionnaire
3	Business Requirements Specification	SARS RFP 06-2020 3-1 Business Requirements Specification.
4	VMWare” Agreement.	SARS RFP 06-2020 4-1 draft “VMWare” Agreement.
5	Mandatory (Pre-technical) Response Template	SARS RFP 06-2020 5-1 Mandatory (Pre-technical) Response Template.
	Technical Response Template	SARS RFP 06-2020 5-2 Technical Response Template.
	Pricing Response Template	SARS RFP 06-2020 5-3 Pricing Response Template.
	Proposal Checklist	SARS RFP 06-2020 5-4 Proposal Response Checklist.

4 KEY DATES AND ACTIVITIES

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

Table 4: Key Dates and Activities

No	Description	Start Date/Time	End Date/Time
1.	RFP is published in Government Gazette	24 July 2020	n/a
2.	RFP issued on SARS website	24 July 2020	n/a
3.	Bidders briefing session	n/a	n/a
4.	Bidders to submit written questions	27 July 2020	17 August 2020
5.	SARS posts answers to Bidder's questions on the SARS website	29 July 2020	20 August 2020
6.	Proposals due (the " Closing Date and Time ")	n/a	24 August 2020 at 11h00

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

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

5 CONTACT PERSONS

All communication to SARS must be emailed to:

Email: tenderoffice@sars.gov.za

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 Group Executive: Procurement.

6 OVERVIEW OF SARS'S REQUIREMENTS

6.1 Introduction

SARS's mandate under the South African Revenue Service Act, 1997 (Act No 34 of 1997), includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS's vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

6.2 Objectives

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

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

6.3 SARS's Requirements for Services

- 6.3.1 Details of the required services are contained in the Business Requirements Specification and the "VMWare" Agreement documents.
- 6.3.2 SARS's objective is to enter into an agreement with the Service Provider(s) appointed for a period of 3 (Three) years.

6.4 General Notes Regarding the Services

SARS reserves the right to:

- 6.4.1 request *ad hoc* services within or related to the scope of the Services;
- 6.4.2 exclude Sites, specific devices within the Sites or certain services from the scope of Services;
- 6.4.3 include additional Sites or additional Services;
- 6.4.4 direct that the Services be delivered to other Government Entities;
- 6.4.5 include additional services related to Services; and
- 6.4.6 require that the pricing of any new requirement be aligned with the pricing applicable to

existing Services where such Services are similar to those already provided (for example, if a new category of equipment is required by SARS to be supported by the Service Provider, the pricing of the new category, type or model of equipment must be aligned with existing categories, types or models then supported under the “VMWare” Agreement).

6.5 Proposed Agreement

- 6.5.1 Any award made to a Bidder under this RFP is conditional, amongst other provisions, upon SARS and such Bidder concluding a written agreement (“VMWare” Agreement).
- 6.5.2 The proposed agreement that will govern the Services during the intended term is set out in the “VMWare” Agreement in section 4 of this RFP Pack and reflects the terms and conditions upon which SARS intends to contract with a successful Bidder.
- 6.5.3 While SARS reserves the right to vary the terms and conditions of the proposed “VMWare” Agreement during the finalisation of the contract with the successful Bidder at SARS’s sole discretion (including for purposes of better giving effect to the objectives in paragraph 6.2 above), it is a condition of the RFP that a successful Bidder will be bound by such terms and conditions of the proposed “VMWare” Agreement.
- 6.5.4 The Bidder should note that the representations made by the Bidder in its Proposal will be incorporated in the proposed “VMWare” 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. It follows therefore that any misrepresentations in a Proposal may result in legal action or other processes by SARS against the Bidder notwithstanding the conclusion of an “VMWare” Agreement between SARS and the Bidder for the provision of the Services in question.
- 6.5.5 The Bidder’s Proposal pricing must be firm for six (6) months after the Closing Date and Time provided and that the Service Provider will give SARS the benefit of any pricing decreases effected within six (6) months of the Closing Date and Time.
- 6.5.6 In the event that the successful Bidder fails to sign the proposed “VMWare” Agreement within 21 (twenty-one) days of SARS calling upon it in writing to do so, SARS reserves the right to:
 - 6.5.6.1 cancel the award to the successful Bidder;
 - 6.5.6.2 enter into negotiations with reserve Bidder(s) and conclude the proposed “VMWare” Agreement with such reserve Bidder(s); or
 - 6.5.6.3 take any other action SARS deems reasonable and appropriate in the circumstances.

7 BIDDING QUALIFICATION

7.1 Introduction

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), which prescribes that SARS's process be:

- 7.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 7.1.2 consistent with the Preferential Procurement Policy Framework Act 5 of 2000, read together with the Preferential Procurement Regulations, 2017;
- 7.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); and
- 7.1.4 Consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM").

In furtherance of this evaluation methodology, the following bidding qualifications as set out in this paragraph 7 will apply.

7.2 Central Supplier Database ("CSD")

- 7.2.1 Service Providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database ("CSD") as per National Treasury Instruction No. 4A of 2016/2017 National – Central Supplier Database.
- 7.2.2 National Treasury will maintain the database for all suppliers for Government and its institutions, and all existing and prospective suppliers are requested to self- register on the CSD by accessing the National Treasury website at www.CSD.gov.za.
- 7.2.3 As part of the bid submission, bidders are required to submit their CSD number with their submission.
- 7.2.4 Transactions concluded with foreign suppliers with no local registered entity may be entered into even if the supplier is not registered on the CSD. Bidders must ensure that the Standard Bidding Document (SBD) 1 is completed in full.

7.3 Exclusionary Criteria

- 7.3.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 7.3.1.1 to 7.3.1.4 below should not submit Proposals. If a Bidder is found not to meet any one of the requirements listed in paragraphs 7.3.1.1 to 7.3.1.4 below, then that Bidder's Proposal will be rejected at SARS's sole discretion, without any further

consideration.

- 7.3.1.1 SARS is only interested in organisations that take accountability for service delivery.
 - 7.3.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) registered in South Africa in terms of South African company law, or have a local branch office in South Africa.
 - 7.3.1.3 No bid may be awarded to a Bidder whose tax matters have not been declared by the SARS to be in order. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and regulations throughout the Term, and a failure to do so will be a material breach of the Agreement
 - 7.3.1.4 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 7.3.2 Subject to sub-paragraph 7.3.3 below, SARS will disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or senior management, whether in respect of SARS or any other government organ or entity (and whether of the Republic of South Africa or otherwise) ("**Government Entity**"):
- 7.3.2.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this RFP;
 - 7.3.2.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 7.3.2.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
 - 7.3.2.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
 - 7.3.2.5 accepts anything of value or an inducement that would, or may, provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
 - 7.3.2.6 pays, or agrees to pay, to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a

Government Entity;

- 7.3.2.7 has in the past engaged in any conduct referred to in sub-paragraphs 7.3.2.1 to 7.3.2.6 above;
 - 7.3.2.8 has been found guilty in a court of law, or administrative or regulatory authority, having appropriate jurisdiction for charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed; or
 - 7.3.2.9 is listed on the National Treasury's Register of Tender Defaulters and/or National Treasury's Database of Restricted Suppliers.
- 7.3.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 7.3.2.7 above. A Bidder that stands to be disqualified in term of sub-paragraph 7.3.2.7 above may, prior to submitting a Proposal, approach SARS in writing for an exemption as foresaid, in which event:
- 7.3.3.1 the Bidder is required to provide SARS with full information to enable SARS, in its sole discretion, to consider such application for exemption; and
 - 7.3.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS's discretion.
- 7.3.4 By submitting a Proposal the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 7.3.2 above, unless it has otherwise applied for exemption or been exempted in terms of paragraph 7.3.3 above.
- 7.3.5 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 7.3.6 SARS may disqualify a Bidder:
- 7.3.6.1 whose Proposal contains a misrepresentation;
 - 7.3.6.2 in respect of whom any of the members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least 15% (fifteen percent) of the interests in the Bidder other than through shares listed on a recognised stock exchange), directors or senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any one or more such persons;
 - 7.3.6.3 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;
 - 7.3.6.4 who, or whose Subcontractor, unlawfully had access to any of SARS's proprietary information or any other material that may have unlawfully placed that Bidder in a preferential position in relation to any of the other Bidders;

- 7.3.6.5 who fails to comply with any conditions or requirements of this RFP;
- 7.3.6.6 who in SARS opinion, has either failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS or who has performed unsatisfactorily under any such agreement; or
- 7.3.6.7 who fails to respond as required to written notices given by SARS in connection with its Proposal under this RFP.

8 BID PREPARATION AND SUBMISSION

8.1 Briefing session

Due to “lockdown” restrictions, no briefing session will be held

The Bidder will be afforded the opportunity to submit written questions to SARS subject to the same conditions set out in paragraph 8.2- below, SARS will respond to all such questions by publishing the responses on the SARS procurement website at <http://www.sars.gov.za/procurement>.

8.2 Question and Answer Process

- 8.2.1 Between the dates given in item 4 of Table 4: Key Dates and Activities above, SARS will receive questions sent by Bidders by email to the address tenderoffice@sars.gov.za. SARS will respond to these questions, provided that SARS will not be obliged to respond to a question should it choose not to do so. The identity of a Bidder who has directed a question to SARS will not be disclosed by SARS in such responses. The questions and answers will also be published on the SARS procurement website at <http://www.sars.gov.za/procurement>.
- 8.2.2 SARS may issue updated versions of documents issued in the RFP Pack and/or may issue additional documentation to form part of the RFP Pack. Such re-issued or additional documentation will be published on the SARS procurement website. It is the Bidder's responsibility to visit the SARS procurement website at regular intervals in order to ensure that the Bidder uses the latest versions of documents in the RFP Pack.
- 8.2.3 Depending on SARS's assessment of the nature and extent of Bidders' questions during the question and answer process, SARS may schedule compulsory or optional briefing sessions.
- 8.2.4 The SARS's procurement website must be treated as primary means of communication by SARS to registered Bidders. Communications to registered Bidders made by email are made as a courtesy. In the event of any communication received by the Bidders that is in conflict with communications posted on the SARS procurement website, the SARS procurement website communication will prevail

8.3 SITE INSPECTIONS

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

8.4 PROPOSAL SUBMISSION

- 8.4.1 Proposals must be properly received and deposited in the below mentioned tender box on or before the Closing Date and before the Closing Time in the Tender Office tender box situated at the main entrance of the SARS Procurement centre:

**SARS Procurement Centre
Brooklyn Bridge
Linton House – Ground Floor
570 Fehrson Street
Brooklyn, Pretoria**

- 8.4.2 Bid documents may either be posted to The Tender Office - SARS Procurement Department, Linton House, 570 Fehrson Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address
- 8.4.3 Tender documents will only be considered if received by the Tender Office before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.
- 8.4.4 .
- 8.4.5 Proposals submitted after the Closing Date and Time set out in the Table 4: Key Dates and Activities above will not be considered under any circumstances whatsoever.
- 8.4.6 Prior to submission, the Bidder must check the numbering of the pages of its Proposal and satisfy itself that no pages are missing or duplicated. The Bidder must submit a signed Proposal Checklist in accordance with the instructions contained in paragraph 11 below. No liability is accepted by SARS with regard to Proposals which have missing or duplicated pages and SARS is under no obligation to draw any defect in the Bidder's Proposal to the attention of the Bidder and/or allow the Bidder to correct such defect.
- 8.4.7 All hardcopy documents in the Bidder's Proposal must be signed by a duly authorised signatory on behalf of the Bidder and initialled on every page where a full signature is not required. A signatory's authority to sign must appear from a board resolution duly authorising the signatory to sign the Proposal on behalf of the company. The Bidder must sign and/or initial (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.
- 8.4.8 All Proposal documents must be submitted in original, hard copy format as well as in electronic form on a USB flash drive / compact disc (CD) / digital versatile disk (DVD) in the document formats specified in paragraph 11 below.
- 8.4.9 All Proposals and supporting documentation must be submitted in English.
- 8.4.10 SARS reserves the right to retain the Bidder's Proposal for audit purposes. SARS will return

the Bidder's Proposal only upon written request being made to SARS and on condition that SARS, at its own cost, will be allowed to make the necessary copies of the Bidder's Proposal for record purposes.

- 8.4.11 All costs incurred during the preparation and compilation of a Bidder's Proposal, as well as the delivery of a Bidder's Proposal documents to SARS will be borne exclusively by the Bidder.
- 8.4.12 Proposals must remain valid for a minimum period of six (6) months from the Closing Date.

8.5 PROPOSAL COMPLIANCE

The Bidder must ensure that all provisions and instructions in this paragraph 8 and paragraph 11 below for the completion and submission of a Proposal are followed in detail.

- 8.5.1 SARS may reject a Proposal which:
 - 8.5.1.1 is conditional on SARS's acceptance of deviations from the proposed "VMWare" Agreement included in this RFP Pack;
 - 8.5.1.2 is conditional of SARS'S acceptance of deviations from provisions of the RFP;
 - 8.5.1.3 fails to commit to the key deliverables required by this RFP;
 - 8.5.1.4 does not contain the correct number of copies, or is in an incorrect format; or is non-compliant in any respect.

9 EVALUATION AND SELECTION

9.1 Process after the Closing Date and Time

After the Closing Date and Time:

- 9.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Proposal, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose. Only under exceptional circumstances and in line with applicable legislation, SARS may, at its sole discretion, allow the Bidders to make any amendments to or supplement their Proposals submissions after the stipulated Closing Date and Time;
- 9.1.2 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor(s) which may include contacting Bidder-provided customer references or other activities to verify information and capabilities submitted or claimed (including visiting the Bidder's, Subcontractor's or Bidder-provided 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 will make decisions based on the limited information at hand, taking into account any uncertainties

arising from the inability to verify such information;

- 9.1.3 no amendment may be made to a Proposal unless specifically permitted or requested by SARS;
- 9.1.4 SARS may place certain Bidder(s) on a shortlist and may request presentations from short-listed Bidders;
- 9.1.5 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Proposals; and
- 9.1.6 SARS will evaluate the Proposals with reference to SARS's evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

9.2 SARS's Pre-qualification Process – Gate 0

- 9.2.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Proposal for evaluation. In this regard, a pre-evaluation verification will be carried out by SARS in order to determine whether a Bidder complies with the provisions of paragraphs **Error! Reference source not found.** and the Bidder's Proposal complies with the provisions of paragraph 8.5 above.
- 9.2.2 Where the Bidder and/or the Bidder's Proposal fails to comply fully with any of the pre-qualification criteria or SARS is for any reason unable to verify whether the pre-qualification criteria are fully complied with, SARS will have the right to either:
 - 9.2.2.1 entirely reject the Proposal in question and not to evaluate it at all;
 - 9.2.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by the Bidder in its Proposal so as to achieve full compliance with the pre-qualification criteria provided that such information and/or documentation can be submitted within a period of 7 (seven) days, or such alternative period as SARS may determine, and is purely administrative in nature;
 - 9.2.2.3 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 tender.
- 9.2.3 The Bidder's attention is drawn to the following documents required as part of a Bidder's Proposal and which, if omitted, may at SARS's sole discretion result in that Tender being disqualified:

Table: Pre-qualification evaluation

	Name of the document that must be submitted	Non-submission may result in disqualification?
1	Invitation to bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
2	Pricing Schedule: Pricing Template	Yes – Please complete and sign the Pricing Template

3	Declaration of Interest – SBD 4	YES - Please complete and sign the supplied pro forma document.
4	SBD 6.1 – Preference Point Claim Form	No–Non-submission will lead to a zero score on B-BBEE.
5	Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES - Please complete and sign the supplied pro forma document.
6	Certificate of Independent Bid Determination – SBD 9	YES - Please complete and sign the supplied pro forma document
7	<u>SARS Oath/Affirmation of Secrecy</u>	YES – Please complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
8	Supplier cost and risk assessment questionnaire	YES - Please complete and sign the supplied pro forma document
9	Central Supplier Database System Registration Report from National Treasury	YES – Bidders must register on the Central Supplier Database system and submit the report as confirmation of registration. The successful Bidder will be expected to be registered on CSD before contracting.
10	B-BBEE certificate OR Sworn Affidavit (whichever applicable according to SBD 6.1)	No–Non-submission will lead to a zero score on B-BBEE.
11	(3) most recent Financial Statements	YES – Bidders are required to submit complete sets of audited / reviewed annual financial statements in the name of the bidding entity.

9.3 SARS's Mandatory (Pre-technical) Evaluation Process – Gate 1

- 9.3.1 The table below contains the mandatory (pre-technical) evaluation criteria that are specific to this RFP. If the Bidder does not meet any one of the mandatory evaluation criteria, the Bidder will be disqualified and the Bidder's Proposal will not be evaluated further.
- 9.3.2 The Bidder should be aware that any other requirement that is indicated as a requirement in this or any other document in this RFP Pack may also serve as a mandatory requirement unless stated otherwise.
- 9.3.3 The Bidder must substantiate its compliance to the mandatory evaluation criteria below by completing the *Mandatory (Pre-technical) Response Template*.

Table 5: Mandatory (Pre-technical) Evaluation Criteria

	Mandatory (Pre-technical) Evaluation Criteria	Required Proof	Disqualification for non-compliance
1	The bidder must be an entity registered in South Africa in terms of South African law and/or must maintain a local presence in South Africa.	CIPC registration document) and/or a current municipal facilities invoice (no older than 3 months from the closing date of the tender) identifying the bidders office address	Yes
2	The bidder must be a VMWare partner, and must have VMware Server Virtualisation Solution competency	A letter/certificate from the OEM confirming the bidders competency in VMware Server Virtualisation Solutions	Yes

9.4 SARS's Technical Evaluation Process – Gate 2

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

9.4.1.1 provides a technical solution and service that meets SARS's requirements. In this regard the Bidder is directed to examine the requirements set out in the Business Requirements Specification and, in particular, to those requirements which are essential to the Bidder's Proposal being acceptable as a technical solution;

9.4.1.2 enables SARS to contain its risks, which will include a financial analysis of the Bidder's audited or reviewed financial statements;

9.4.1.3 achieves SARS's Broad Based Black Economic Empowerment objectives read with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) Regulations and National Treasury guidelines; and

9.4.1.4 is financially competitive and offers value for money.

9.4.2 SARS's technical evaluation of Proposals includes testing the bidder's functionality and capability of delivering the required goods and/or services in accordance with the technical evaluation criteria listed in the table below.

9.4.3 The bidder(s) must score a minimum threshold of 75 points out of 100 points for technical evaluations to proceed to Gate 3: Price and B-BBEE evaluations stage. Only Bidders who achieve the minimum threshold will proceed to Gate 3: Price and B-BBEE.

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

Table 6: Technical Evaluation Criteria

	TECHNICAL EVALUATION CRITERIA	SCORING CRITERIA	SCORE
1	Technical Capacity		85
1.A	<p>To illustrate the bidder's capacity to meet SARS's requirements for a Senior Consultant (on-site), the bidder is to provide a certificate (in the name of the Senior Consultant that will be deployed at SARS) indicating:</p> <p>- Certification as a VMware Certified Professional - Cloud Management and Automation</p>	<p>1. Provides a certificate: that confirms the consultant is a VMware Certified Professional - Cloud Management and Automation = 10</p> <p>2. Provides any VMware certificate: that does not confirm the consultant is a VMware Certified Professional - Cloud Management and Automation = 8</p> <p>3. No certificate provided = 0</p>	10
1.B	<p>To illustrate the bidder's capacity to meet SARS's requirements for a Senior Consultant (on-site), the bidder is to provide the CV of the Senior Consultant that will be deployed at SARS, indicating:</p> <p>- The years of experience with VMware products, specifically in vSphere and Site Recovery Manager</p>	<p>1. Greater than 3 years experience in vSphere = 10</p> <p>2. Between 2 years and 3 years experience in vSphere = 8</p> <p>3. Between 1 years and 2 years experience in vSphere = 4</p> <p>3. Less than 1 year experience in vSphere = 0</p>	10
		<p>1. Greater than 3 years experience in Site Recovery Manager = 5</p> <p>2. Between 2 years and 3 years experience in Site Recovery Manager = 3</p> <p>3. Between 1 years and 2 years experience in Site Recovery Manager = 2</p> <p>3. Less than 1 year experience in Site Recovery Manager = 0</p>	5

1.C	<p>To illustrate SARS's requirements for the bidder to have knowledge in deploying VMWare hybrid cloud solutions, the bidder is to provide at least two (2) references confirming that VMWare hybrid cloud solutions were provided and the references need to also indicate:</p> <ul style="list-style-type: none"> - Company name - Contact details - The quality of service - The years of support provided by the bidder 	<p>Valid reference = Reference of providing VMWare hybrid cloud solutions (30 points per reference. 2 valid references = 60 points)</p> <p>Per reference:</p> <ul style="list-style-type: none"> - Company name (7.5) - Contact details (7.5) - The quality of service (7.5) - The years of support provided by the bidder (7.5) 	60
2	Business Continuity		15
2.A	<p>To illustrate the bidder's ability and commitment to continue meeting SARS' requirements and contractual obligations in the event of a disaster, the Bidder is to provide a Business Continuity Plan indicating</p> <ul style="list-style-type: none"> - The approach that mitigates the effects of any disaster incident and includes a Disaster Recovery Plan, evidencing the bidder's ability to resume the rendering of services 	<p>1. Adequate Business Continuity Plan provided, that mitigates the effects of any disaster incident and includes a Disaster Recovery Plan, evidencing the bidder's ability to resume the rendering of services = 15</p> <p>2. Moderate plan provided that only partially mitigates the effects of any disaster incident = 12</p> <p>3. No plan provided = 0</p>	15

	TOTAL		100
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If, during the evaluation of functionality an aspect of the Bidder's Proposal is found to render the solution unacceptable to SARS, then the Bidder's Proposal will be rejected and not evaluated further.

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

- 9.5.1 In the this stage of the evaluation, Proposals that have qualified after the technical evaluation will be evaluated in terms of the 80/20 preference points system under section 2 of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000), read together with the Preferential Procurement Regulations 2017, and treasury guidelines.

Table 7: 80/20 Evaluation Criteria

Criterion	Maximum Points
B-BBEE	20
Price	80

9.6 SARS's B-BBEE Evaluation (Gate 3)

In line with the requirements of the PPPFA tenders that have achieved the minimum qualifying score for functionality will be evaluated further in terms of the prescribed preference point systems:

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

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit will result in scoring zero for B-BBEE. Bidders who do not claim preference points on the SBD 6.1 document will be scored zero for B-BBEE but cannot be excluded from the tender process.

Evalaution criteria	POINTS
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate or sworn affidavit where applicable	20

CLASSIFICATION	Codes	SUBMISSION REQUIREMENT
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A Sworn Affidavit
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn affidavit – Only enterprises with 51% Black Ownership and above or;

		A certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Large Entity (LE)	Above R50 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.

9.6.1 Use and acceptance of Affidavits

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

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

9.6.2 Joint Ventures and Consortiums

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate. A consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

9.6.3 Tertiary Institutions and Public Entities

Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

9.6.4 Subcontractors

9.6.4.1 Definition of Subcontractor

A provider who: (i) provides a comprehensive solution to a portion of the scope of this RFP; or (ii) will be applying the Services directly to SARS's equipment or interacting with SARS's staff, and (iii) has engaged with the Bidder in order to enable the Bidder to propose a complete solution to SARS, is regarded as a Subcontractor of such Bidder. For the avoidance of doubt any reference to "partner" in the "Business Requirements Specification" shall for these purposes include a "sub-contractor"

9.6.4.2 Retained Accountability

Although SARS permits Bidders to subcontract areas of scope of the Services, the successful Bidder will be at all times, solely and entirely, accountable to SARS for the performance of its contractual obligations in terms of the "VMWare" Agreement.

The Bidder may not subcontract more than 50% (fifty percent) of the contract in terms of the value of the contract. For clarity, the total of the amounts to be paid to subcontractors (including VAT) may not exceed 50% of the total revenue (including VAT) expected by the Bidder. Total revenue expected by the Bidder includes revenue from equipment sales. Amounts paid for equipment to the OEM, manufacturer or local distributor of equipment are not considered as amounts paid to subcontractors.

The Bidder's attention is drawn to the provisions of Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2011 issued 6 June 2011, regulations 11(8) and 11(9):

11(8) A person may not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends subcontracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

11(9) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an exempted micro-enterprise that has the capability and ability to execute the sub-contract.

9.6.5 The Bidder must take cognisance of these provisions in negotiating and concluding subcontractor agreements including the provisions of the proposed "VMWare" Agreement, which requires compliance by the Subcontractors.

9.6.6 Subcontractor Participation

9.6.6.1 An SMME wishing to participate in the RFP, but not able to qualify by itself, should engage with a suitably qualified Bidder(s) to participate as a Subcontractor in the submission of such Bidder's Proposal.

9.6.6.2 Subcontractors, in general, are not restricted by SARS to participate in the submission of only a single Bidder's Proposal.

9.6.7 Subcontractor Details Required

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

9.6.7.1.1 identify the Subcontractor in full;

9.6.7.1.2 provide full details of the functions which the Subcontractor will fulfil in terms of the "VMWare" Agreement. This should include details of the delimitations of scope within the Services to be subcontracted to the Subcontractor;

9.6.7.2 submit the total sub-contract value which will be sub-contracted to the Subcontractor and the anticipated overall percentage which the Subcontractor will receive of the total anticipated revenue which will arise for the Bidder under the "VMWare" Agreement with SARS; and

- 9.6.7.3 submit the information specified in paragraph **Error! Reference source not found.**
- 9.6.8 SARS reserves the right to refuse the Bidder the right to appoint any Subcontractor in respect of whom the Bidder has not fully complied with the provisions of this paragraph 9.6.7 or paragraph **Error! Reference source not found.**; and
- 9.6.9 SARS may disqualify a Bidder's Proposal in which the Bidder proposes to appoint a subcontractor, which does not comply with the provisions of paragraph **Error! Reference source not found.**

9.7 SARS's Pricing Evaluation (Gate 3)

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

Where

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

- 9.7.1 Points for the price criterion will be calculated in accordance with the formula in the Preferential Procurement Regulations. The price of the Bidder's Proposal will be calculated over the anticipated term of the "*VMWare Agreement*". Additional costs that would be incurred by SARS as a result of dependencies in the Bidder's Proposal may be taken into account during evaluation process.
- 9.7.2 The electronic version of the *Pricing Response Template* as completed by the Bidder and submitted with the Bidder's Proposal will be used for the calculation of price. In this regard:
- 9.7.2.1 the Bidder must ensure the completeness and accuracy of the pricing amounts that it provides in the Pricing Response Template.
- 9.7.2.2 the Bidder's authorised signatory must warrant that the electronic copy submitted and the hardcopy contain the same information and must initial

every page of the hardcopy response of the pricing template(s).

- 9.7.2.3 the Bidder's Proposal may be regarded as non-responsive if the electronic Pricing Response Template contains omissions.

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

9.8 B-BBEE points aggregation with Price points

- 9.8.1 The points accumulated for the B-BBEE status criterion added to the points accumulated for the price criterion will make up the points a Bidder's Proposal will score in terms of the 80/20 scoring method. The non-submission or the non-completion of any B-BBEE documents will result in a score of zero for B-BBEE status.

9.9 Financial Analysis

- 9.9.1 A financial statement analysis will be conducted on the qualifying Bidders. In this regard, Bidders are required to submit complete sets of audited/independently reviewed annual financial statements for 3 (three) most recent financial periods in the name of the bidding entity. Bidder(s) must attain a satisfactory financial position. The annual financial statements must contain:

- 9.9.1.1 Statement of Profit and Loss and other Comprehensive Income;
- 9.9.1.2 Statement of Financial Position;
- 9.9.1.3 Statement of Cash Flows;
- 9.9.1.4 Statement of Changes in Equity/Net Assets; and
- 9.9.1.5 Accompanying Notes.

Bidders who have been trading for less than 3 (three) financial periods must provide:

- 9.9.1.6 a letter, signed by a duly authorised representative of the entity, explain that the entity has been trading for less than 3 (three) financial periods;
 - 9.9.1.7 the annual financial statements that is able to provide, taking into account the period it has been trading; and
 - 9.9.1.8 Any other information or documentation which would provide more clarity on the above.
- 9.9.2 If a Bidder is a subsidiary of a holding company and submits the holding company's financial statements for the purpose of the financial statement analysis the holding company is required to furnish a performance guarantee that is signed by a duly authorised representative of the holding company, stating the holding company will undertake to cover any or all risks associated with the Bidder, in the event the Bidder is awarded the RFP.

- 9.9.3 In the event of the bid being in the form of a Joint Venture (JV), the following is required:
- 9.9.3.1 Annual financial statements of the JV; and
 - 9.9.3.2 JV legal agreement detailing the percentage ownership of each entity.
 - 9.9.3.3 Unincorporated JV's should submit separate financial statements for each party in the JV and a signed JV legal agreement
- 9.9.4 SARS retains the right to request further information with regard to the annual financial statements at a later stage.

9.10 Process Following Evaluation

- 9.10.1 Following SARS's evaluation of the Proposals, SARS has the rights, *inter alia*, to, in its sole discretion:
- 9.10.1.1 consider the business case for the award of the RFP based on the Proposals received;
 - 9.10.1.2 consider a Bidder's clarification or Best and Final Offer (BAFO) process with respect to some or all of the items;
 - 9.10.1.3 short list 1 (one) or more Bidders;
 - 9.10.1.4 conduct a risk assessment of a Bidder's capability to: (i) conduct the transition; (ii) perform the Services in accordance with the specified service levels; and/or (ii) achieve SARS's objective(s) as set out in paragraph 6.2 above; and/or
 - 9.10.1.5 take any other action it deems appropriate.
- 9.10.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event that further information is obtained by SARS (including but not limited to information under sub-paragraphs 9.4.1 above), which in SARS's opinion justifies such revision.
- 9.10.3 Upon completion of its evaluations, SARS may select 1 (one) or more preferred Bidders.
- 9.10.4 SARS will be under no obligation to select the Bidder with the highest number of points. SARS may consider the points accumulated for functionality as an objective criterion for not making an award to the highest ranked Bidder.
- 9.10.5 Upon an award, the successful Bidder will be required to enter into the "VMWare" Agreement with SARS in accordance with paragraph 6.5 above. In this regard:
- 9.10.5.1 SARS may require the Bidder to enter into an interim agreement under which the Transition Services would commence;
 - 9.10.5.2 SARS will engage with the Bidder with a view to concluding the "VMWare" Agreement SARS will be entitled to cease the engagement with a Bidder and engage with another Bidder if SARS, in its sole discretion, is of the opinion that: (i) the Bidder has made misrepresentations in its Proposal; (ii) the Bidder

is attempting to withdraw from positions or commitments made in its Proposal;
(iii) the Bidder is not negotiating in good faith; or (iv) agreement may not be concluded with the Bidder expeditiously for any other reason.

- 9.10.6 SARS reserves its rights, in full, to make no award for all or part of the scope if a risk assessment performed in terms of paragraph 9.10.1.4 above discloses unacceptably high risks to SARS.

10 GENERAL CONDITIONS OF TENDER

10.1 Acceptance of RFP Conditions

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

10.2 Reservation of Rights

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

- 10.2.1 make no award and/or make an award for Services making up a part of the scope;
- 10.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 10.2.3 change any of its requirements as set out in this RFP by notice on the SARS procurement website;
- 10.2.4 change any condition, procedure or rule of the RFP by notice on the SARS procurement website;
- 10.2.5 supplement any information contained in this RFP by notice on the SARS procurement website;
- 10.2.6 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, by notice on the SARS procurement website;
- 10.2.7 amend, vary, or supplement requirements to be delivered pursuant to this RFP as well as the structure of the RFP process by notice on the SARS procurement website;
- 10.2.8 re-advertise for Proposals;
- 10.2.9 provide further information in respect of, and modify the provisions of, this RFP at any time prior to the Closing Date and Time by notice on the SARS procurement website;
- 10.2.10 conduct site visits and/or perform audits on any Bidder whenever SARS deems it prudent to do so;
- 10.2.11 undertake further checks on Bidders, which may include information on public record or in the public domain;

- 10.2.12 take into account the Bidder's and/or the Bidder's Subcontractors' service history of the Bidder, should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder or its Subcontractors. SARS reserves the right not to award the Proposal to a Bidder whose track record or the track record of its Subcontractors with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to be heard;
- 10.2.13 no longer consider a Bidder's Proposal where adverse information about the Bidder or its Proposal submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 10.2.14 make the award subject to the successful Bidder entering into the "VMWare" Agreement with SARS on such terms and conditions as are acceptable to SARS; and/or
- 10.2.15 to disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading'

10.3 **Validity of Information**

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

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

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

10.4 **RFP not an Offer**

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

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

10.5 **Preparation Costs**

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

10.6 **Conflict of Interest**

If at any time the Bidder identifies an actual or potential conflict of interest, the Bidder must immediately notify SARS in writing. SARS reserves the right to exclude the Proposal submitted by such Bidder from further consideration, unless the Bidder is able to resolve such conflict to SARS's satisfaction.

10.7 Indemnity

If a Bidder breaches any condition of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer. The Bidder's attention is drawn to paragraph 10.2 above.

10.8 Precedence

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

10.9 Responsibility for Subcontractors and Bidder's Personnel

A Bidder is responsible for ensuring that its Subcontractors, personnel (including officers, directors, employees, advisors and other representatives of the Bidder) and personnel of its Subcontractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 10.10 below.

10.10 Confidentiality

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

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

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

10.11 Communication with SARS

The Bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in paragraph 5 above. SARS may, at its sole

discretion, disqualify the Bidder if the Bidder communicates or attempts to communicate any information regarding this RFP to any of SARS's employees; officials; or any third parties engaged by SARS involved in the preparation, evaluation or award of the RFP other than through the official contact provided in paragraph 5 above.

10.12 Intellectual Property

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

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

10.13 Limitation of Liability

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

10.14 Tax Compliance

No bid may be awarded to a Bidder whose tax matters have not been declared by the SARS to be in order. SARS reserves the right to withdraw an award made, or terminate the "VMWare" Agreement 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, or has submitted a fraudulent Tax Clearance Certificate to SARS. SARS further reserves the right to terminate the "VMWare" Agreement with a successful Bidder in the event that such Bidder does not remain tax compliant for the full Term of the aforementioned agreement.

10.15 National Treasury

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

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

10.16 Screening and Vetting of Service Provider

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

10.17 Governing Law

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

11 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph details the instructions to the Bidders for preparing a Proposal in response to this RFP. These instructions must be followed in detail to enable the information contained in the Bidder's Proposal to be read, understood and evaluated in a common and consistent layout. Should a Proposal be received that is not in the correct format, SARS reserves the right to reject the entire Proposal or portions of the Proposal depending on the extent of the deviation from the format described in this RFP Main Document. Information that has not been requested must not be submitted in the Bidder's Proposal.

11.1 Proposal Format

- 11.1.1 The Bidder's Proposal contents are detailed below.
- 11.1.2 The Bidder's Proposal will consist of a number of Files, where a File consists of an original hardcopy file and a USB/CD/DVD. The USB/CD/DVD must be the electronic copy of the original hardcopy file. Where reference is made to a "hardcopy file" this means an A4 ring bound file. Where reference is made to a "USB/CD/DVD" this means either a USB/CD/DVD or a Digital Versatile Disc (DVD) and does include a memory stick.
- 11.1.3 The Bidder's hardcopies must be printed single-sided.
- 11.1.4 A File must be wrapped and sealed in brown paper and must be labelled with the same text as the hardcopy file and CD.

11.2 Organisation and Contents of a Proposal

11.2.1 Non-Pricing File

The Bidder must submit a Non-Pricing File which contains all elements of the Bidder's Proposal except the Pricing components. This file must contain the following sections, each divided by a file divider in the hardcopy file and each section must be placed in separate directories on the CD/DVD electronic copy.

Table 9: Non-Pricing file organisation and contents

Non-Pricing File		
Label (on both file cover and USB/CD/DVD)		RFP 06-2020 <Bidder Name> Non-Pricing File
No.	File divider / Directory name	Content required
1	Covering Letter	<p>A letter from the Bidder confirming the submission of the Proposal which is signed by an authorised signatory of the Bidder.</p> <p>No template is provided – this is to be submitted in free format and must be submitted on the Bidder's letterhead.</p> <p>PDF format in electronic copy.</p>
2	Confidentiality and Secrecy Undertaking	<p>Signed <u>Confidentiality and secrecy Undertaking</u>.</p> <p>The original signed document must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
3	SARS Oath / Affirmation of secrecy	<p><u>SARS Oath / Affirmation of Secrecy</u> signed by every member of the Bidder's bid team and attested to by a Commissioner of Oaths.</p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed documents must be scanned and submitted in PDF format.</p>
4	Board Resolution	<p>Signed Board resolution authorising the Bidder's signatory.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
5	SBD1	<p>Completed Standard Bidding Document.</p> <p><u>Invitation to Bid (SBD1)</u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>

6	SBD4	<p>Completed Standard Bidding Document.</p> <p><u><i>Declaration of Interest (SBD 4)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
7	SBD6.1	<p>Completed Standard Bidding Document.</p> <p><u><i>Preference Points Claim Form (SBD 6.1)</i></u></p> <p>The original fully completed and signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
8	SBD8	<p>Completed Standard Bidding Document.</p> <p><u><i>Declaration of Past SCM Practices (SBD 8)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
9	SBD9	<p>Completed Standard Bidding Document.</p> <p><u><i>Certificate of Independent Bid Determination (SBD 9)</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
10	Supplier Cost and Risk Assessment Questionnaire	<p>Completed Standard Bidding Document.</p> <p><u><i>Supplier Cost and Risk Assessment Questionnaire</i></u></p> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>

11	CSD	<p>Bidder's CSD report valid at the Closing Date and Time.</p> <p>In the hardcopy file the original document must be included.</p> <p>In the electronic copy the original hardcopy must be scanned and submitted in PDF format.</p>
12	Mandatory Pre-technical response template.	<p>A completed template for <u>Mandatory Pre-technical Response Template</u></p> <p>A printout of the completed template(s) must be included in the hardcopy file.</p> <p>The completed template(s) must be submitted in Microsoft Word format in the electronic copy.</p>
13	Annual Financial Statements	<p>The Bidder's last 3 (three) years audited/reviewed annual financial statements.</p> <p>In the electronic copy the original audited/reviewed annual financial statements must be scanned and submitted in PDF format.</p>
14	Checklist	<p>Completed template: <u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the hardcopy file.</p> <p>A scanned copy of the signed checklist must be submitted in PDF format.</p>
15	Technical Response Template	<p>Completed template: <u>Technical Response Template</u></p> <p>A printout of the completed template must be included in the hardcopy file.</p> <p>The completed template must be submitted in Microsoft Word format in the electronic copy.</p>
16	Subcontractor CSD report	<p>For every Subcontractor named by the Bidder in the <u>Preference Points Claim Form (SBD 6.1)</u> in item 7 above, the Bidder must attach a current CSD report</p> <p>The Tax Clearance certificates must be scanned and submitted as PDF documents on the USB/CD/DVD.</p>

11.2.2 Pricing/B-BBEE File

The Bidder must submit a Pricing/B-BBEE File. This file contains one section to be placed in a file divider in the hardcopy file and in a directory on the electronic copy USB/CD/DVD with the label set out hereunder.

Table 10: Pricing/B-BBEE file organisation and contents

Pricing/B-BBEE File		
Label (on both file cover and USB/CD/DVD)		RFP 06-2020 <Bidder Name> Pricing/B-BBEE File
No.	File divider / Directory name	Content required
1	Pricing template	Completed template: <u>Pricing Response Template</u> A printout of the completed template must be included in the hardcopy file. The completed template must be submitted in Microsoft Excel format in the electronic copy.
2	B-BBEE Certificate	The Bidder's B-BBEE certificate, valid as at the Closing Date and Time. For the electronic copy, the original hardcopy must be scanned and submitted in PDF format.
3	Subcontractor B-BBEE Certificates	For every Subcontractor named by the Bidder in the <u>Preference Points Claim Form (SBD 6.1)</u> in Table 10: Non-Pricing file organisation and contents, item 8 above, the Bidder must attach a B-BBEE certificate or auditor's report in the hardcopy file. The B-BBEE certificates must be scanned and submitted as PDF documents on the CD/DVD.

The Bidder must, therefore, submit 2 (two) sealed packages wrapped in brown paper:

a package containing the hardcopy file of the Non-Pricing File and the USB/CD/DVD of the Non-Pricing File labelled:

RFP 06-2020
<Bidder Name>
Non-Pricing File

a package containing the hardcopy file Pricing/B-BBEE File and the USB/CD/DVD of the Pricing/B-BBEE File labelled:

RFP 06-2020

<Bidder Name>

Pricing/B-BBEE File

11.3 Template Specific Instructions

11.3.1 Mandatory Pre-technical Template

The Bidder must complete and submit the Mandatory Pre-technical Response Template

The completed template(s) must be included in Non-Pricing File.

11.3.2 Pricing Response Template

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

Bidders must submit an electronic copy as well as a hardcopy of the Pricing Response Template. A submission that is not accompanied by an electronic copy will not be considered.

The completed template must be included in the Pricing/B-BBEE File.

11.3.3 Technical Response Template

The Bidder must complete and submit Technical Response Template.

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

The completed template must be included in the Non-Pricing File.

11.3.4 Proposal Checklist

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

The completed template must be included in the Non-Pricing File