South African Revenue Service

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 04/2026

THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CUSTOMER INSIGHTS PLATFORM (INCLUDING CUSTOMER EXPERIENCE AND RESEARCH COMPONENTS) FOR A PERIOD OF THREE (3) 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 REQUEST FOR PROPOSAL

1.1 The purpose of this Request for Proposal (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 an appointment as a service provider(s) on a non-exclusive basis.

2 OVERVIEW OF SARS' 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 more detail in the Business Requirements Specification document and other documents forming an integral part of this RFP.

RFP04-2026 - 1- 2 Business Requirement Specifications Document

2.2 Background

2.2.1 The South African Revenue Service (SARS) aims to enhance voluntary compliance and modernize service delivery through data-driven strategies, as outlined in Strategic Objective 5 ("Increase and expand the use of DATA") and Strategic Objective 6 ("Modernise the organisation's systems to provide digital and streamlined services").

To achieve this, SARS has collected over two million taxpayer responses using its existing survey and research platform over the past several years. The platform has also been used to conduct surveys internally and externally. The insights generated from the data collected using the platform have informed improvements in service channels such as eFiling and the MobiApp, guided taxpayer education initiatives, and supported research into compliance behaviour, taxpayer trust, employee sentiments, and the cost of compliance.

2.2.2 While the existing platform has significantly enhanced SARS's ability to gather customer experience insights and conduct research, it presents several operational and strategic limitations. Key challenges lie in:

- Manual processing of large volumes of qualitative data, which has introduced delays, inconsistencies, and constrained the generation of timely, actionable insights. This inefficiency has limited SARS's ability to personalize services, optimize resource deployment, and manage compliance in a responsive manner.

- Fragmented use of separate modules also hinders the ability to link customer experience data with underlying strategic research related to perception, policy, or process-related issues, restricting the organization's capacity to generate deeper insights and coordinate interventions across the taxpayer journey.

2.2.3 To address these limitations, SARS requires a next-generation Customer Insights Platform to replace its expiring solution and to address critical operational and strategic gaps. The platform should enable SARS to gauge the full customer and employee feedback lifecycle—from data collection to insight generation and service recovery. The platform should further enable automated, real-time data collection, AI-powered trends and sentiment analysis, and seamless integration with SARS systems to support data-driven decision-making, proactive service improvements, and taxpayer-centric compliance strategies.

2.2.4 The solution should improve the efficiency and accuracy of data collection and analysis, positioning SARS as a data-driven, taxpayer-centric organization and facilitating a crucial shift from reactive to proactive service design and decision-making. This platform will also be utilized for SARS psychometric assessments for internal employee evaluation, focusing on behavioural traits, cognitive abilities, and alignment with organizational values, supporting talent management, development needs, employee engagement, and continuous improvement. The acquisition of this new platform is a key enabler for the modernization of SARS's systems and processes, leading to enhanced voluntary compliance, improved taxpayer experiences, stronger employee engagement, and increased operational efficiency.

This procurement is for a three-year period, covering full implementation, operation, support, and enhancement of the Customer Insights Platform. The service provider must deliver sustained system availability, data accuracy, and platform optimisation throughout the contract term.

3 STRUCTURE OF THE RFP PACK

3.1 Structure

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

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 Requirements Specification**	Document(s) outlining the business requirements specifications, technical requirements and other information required by a bidder to submit a proposal.
3	**SBD Documents**	Standard Bid Documents (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 General Conditions of Contract (GCC) and SARS Data Protection Agreement is included in the tender pack and the proposed agreement under which SARS wishes to contract will be shared with the recommended bidder.
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 time of issue of the RFP up to and until the closing date:

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	**Bid Number:**	RFP 04/2026
2.	**Description:**	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF CUSTOMER INSIGHTS PLATFORM (INCLUDING CUSTOMER EXPERIENCE AND RESEARCH COMPONENTS) FOR A PERIOD OF THREE (3) YEARS.
3.	**Duration of contract:**	The successful bidder will be appointed for a period of three (3) years, subject to SARS terms and conditions.
4.	**Validity period of proposals:**	Bids submitted will be valid for a period of 180 calendar days from closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.
5.	**Advertisement of the RFP:**	**a) National Treasury e-Tender Portal: 12 June 2026** **b) SARS website: 12 June 2026**
6.	**RFP pack (complete set of bid documents) available for download from National Treasury e-Tender Portal and SARS website:**	**12 June 2026**
7	**Virtual briefing session date and registration:**	The **non-compulsory** briefing session will be held virtually via a Microsoft Teams meeting and can be accessed at the following link: **Date: 19 June 2026** **Time: 11h00 am – 2h00 pm** Meeting ID: 361 945 385 227 687 Passcode: s5md9F8d **Click here to join the meeting now**
8.	**Bidders to submit written questions on or before:**	**From 12 June 2026 to 25 June 2026**
9.	**SARS to respond to bidders' written questions on or before:**	**26 June 2026**
10.	**CLOSING DATE AND TIME (proposals due):**	**06 JULY 2026 AT 11:00 AM**

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 communications to SARS must be addressed to the SARS Tender Office, 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 make any communication to 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' employees; officials; or any 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 No. 1 of 1999), which prescribes that SARS' 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 No. 5 of 2000), its Regulations, and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 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 the bidder.

6.2.2 Between the dates given in paragraph 4, 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 however is not obliged to respond to a question which in SARS' 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 may issue additional documentation to form part of the RFP pack. Such reissued 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 at regular intervals to ensure that a bidder 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. In the event of any other communication that conflicts with communications 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 wishing to do business with SARS must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

6.3.2 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

6.4 Tender submission

6.4.1 For this RFP, SARS will accept tender 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 tender 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 afore mentioned paragraph.

6.4.4 Proposals will only be considered if received by the SARS Tender Office before and on the closing date and time.

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 is required to 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 Soft Copy submission	One (1) soft copy submission of a complete copy of the hardcopy submission. An "Soft-copy 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 soft copy submission must be marked and labelled correctly, and must be 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), *excluding SBD 6.1 Preference point claim form*
		2	• Response to technical requirements • Supporting documents for technical requirements
		3	• Company profile • Supplementary information
		4	• General Conditions of Contract (GCC) • SARS Data Protection Agreement
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 SARS' 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 achieve full compliance of the prequalification Standard Bidding Documents (SBD) after the grace period provided by SARS.**

Table 4: Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission will 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 the 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 Central Supplier Database (CSD)	Bidder to submit the proof of registration on CSD.	NO However, a bidder must be registered on CSD in order to be considered for award.
5.	General Conditions of Contract (GCC)	Bidder to sign the supplied pro forma document.	NO The recommended bidder(s) will be required to sign the applicable Agreement / GCC on award.
6.	SARS Data Protection Agreement	Bidder to sign the supplied pro forma document.	NO

	Prequalification documents to be submitted	Instructions	Non-submission will result in disqualification?
6.	A complete set of three (3) most recent years annual financial statements	Submit complete sets of three (3) most recent years annual financial statements in accordance with the requirements of the Financial Risk Analysis paragraph as detailed in this RFP.	NO

7.3 **Technical evaluation process (Gate 1)**

7.3.1 Only bidders that have met the prequalification will be evaluated for technical capability and functionality, strictly according to the technical evaluation criteria below. A bidder is required to provide a technical solution for the required goods and services that meet SARS' requirements, and that is financially competitive and offers value for money.

7.3.2 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.

7.3.3 **If a bidder does not meet the technical evaluation minimum threshold, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

To ensure that an objective and consistent evaluation is conducted of the proposed bidders' 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 tender 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 requirements, 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 scores for all criteria will be calculated, and bids that do not reach the minimum threshold of **66.67** will not advance to the next stage of evaluation.

Table 5: Technical evaluation criteria

	Technical evaluation criteria	Scoring criteria	Points
1.	**Bidder Experience and References**		**10**
1.1	References (reference letter / testimonial / affidavit	No Customer reference letter(s) (reference letter /	10

	Technical evaluation criteria	Scoring criteria	Points
	supported by letter of award) for the CUSTOMER INSIGHTS PLATFORM from the service provider's client/customers: Bidders must provide a minimum of two (2) reference letters from previous or current customers demonstrating their track record and capability of the successful deployment of customer insights platforms in the past 10 years. Each reference (reference letter / testimonial / affidavit supported by letter of award) must meet the following requirements: - highlight the bidder's relevant experience with the successful completion of similar projects within past 10 years - the letter must be on a customer company letterhead, - must contain the start and end date of the project(s), - be dated and signed by the bidder's customer. - Contact details of customer where service was rendered. Note for affidavit submissions: • A bidder submitting an affidavit must ensure that it complies with all the above requirements (including project start date, end date, and description of work performed). • A Letter of Award may only be submitted as supporting documentation to an affidavit. • A Letter of Award is not accepted as a reference letter on its own, as it does not describe work performed or confirm successful delivery. • Where one affidavit lists multiple references, each reference must be supported by a corresponding Letter of Award that relates to that specific engagement. • Should Bidders choose to submit an Affidavit, they are required to ensure that it is fully completed and complies with all legal standards. The Affidavit must be filled out and executed in the presence of a Commissioner of Oaths. The Commissioner of Oaths is then required to sign, date, and stamp the Affidavit accordingly. Additionally, the Bidder's authorized representative must sign and date the Affidavit concurrently and in the presence of the Commissioner of Oaths. • The Affidavit must provide Deponent Details (Bidder's Authorised Representative), including full name, physical address, and South African ID number. • It is essential that the Affidavit affirms the	testimonial / affidavit supported by letter of award) provided, or letter requirements not met = **0** One Customer reference letter (reference letter / testimonial / affidavit supported by letter of award) provided and meets all the requirements = **1** Two Customer reference letters (reference letter / testimonial / affidavit supported by letter of award) provided and meets all the requirements = **2** Three or more Customer reference letters (reference letter / testimonial / affidavit supported by letter of award) provided and meets all the requirements = **3**	

	Technical evaluation criteria	Scoring criteria	Points
	truthfulness and accuracy of its contents, to the best of the authorised representative's knowledge and belief. • A qualified Commissioner of Oaths must administer the oath, verbally confirming that the authorised representative comprehends the document, has no objection to taking the oath, and acknowledges its binding effect on their conscience. • Each page (including annexures or attached documents) must be initialled by both the bidder's authorised representative and the Commissioner of Oaths. The final page should bear full signatures and be deposed with the Commissioner of Oaths' stamp. • The Commissioner is required to sign, date, and stamp the document, clearly stating their full name, designation, and the area in which they are appointed. • SARS will accept only those affidavits that are fully completed, signed by the authorised representative of the bidder, and properly commissioned and stamped by an authorised Commissioner of Oaths. Affidavits that do not fulfil these requirements will be excluded from consideration for scoring. • The Commissioner of Oaths must not be affiliated as an employee with the Bidder's organization and must qualify as a Commissioner of Oaths in accordance with the Justices of the Peace and Commissioners of Oaths Act 16 of 1963. • Failure to adhere to the requirements for a valid Affidavit shall result in the bidder being scored 0		
2.	**Bidders Resources (Technical and Management)**		**15**
2.1	**Account Manager** Bidders must provide at least 1 CV of the **Account Manager** to be used in this project. The account manager must have a minimum of three (3) years of customer insights account management experience. Copies of related qualifications must be provided. **The following qualifications will be accepted:** Relevant copies of degrees/diplomas (digitally submitted scans acceptable) Digitally verifiable relevant badges/certificates Digitally verifiable relevant professional membership	No CV's submitted or CV submitted with less than 3 years customer insight account management experience = **0** CV submitted with minimum of three years customer insights account management experience, but **No** qualification evidence submitted = **1** CV submitted with minimum three and less than five years (≥3 and <5 years) of customer insights account management experience with qualification evidence submitted = **2**	**5**

	Technical evaluation criteria	Scoring criteria	Points
	certification Note: It is not a requirement to submit certified copies. However, SARS reserves the right to request verification of qualifications if needed.	CV submitted with (≥5) 5 or more years of customer insights account management experience with qualification evidence submitted = **3**	
2.2	**Project Manager** Bidders must provide at least 1 CV of the **Project Manager** to be used in this project. The project manager must have a minimum of three (3) years of Project Management experience. Copies of related qualifications must be provided. **The following qualifications will be accepted:** Relevant copies of degrees/diplomas (digitally submitted scans acceptable) Digitally verifiable relevant badges/certificates Digitally verifiable relevant professional membership certification **Note:** It is not a requirement to submit certified copies. However, SARS reserves the right to request verification of qualifications if needed.	No CV's submitted or CV submitted with less than 3 years Project Manager experience = **0** CV submitted with minimum of three years Project Manager experience, but **No** qualification evidence submitted = **1** CV submitted with minimum three and less than five years (≥3 and <5 years) of Project Manager experience with qualification evidence submitted = **2** CV submitted with (≥5) 5 or more years Project Manager experience with qualification evidence submitted = **3**	**5**
2.3	**Technical resource(s)** Bidders must provide at least 1 CV of the **Technical resource(s)** to be used in this project. Technical Resources must have a minimum of three (3) years of experience in implementing customer insights platform solutions. Copies of related qualifications must be provided. **The following qualifications will be accepted:** Relevant copies of degrees/diplomas (digitally submitted scans acceptable) Digitally verifiable relevant badges/certificates Digitally verifiable relevant professional membership certification Note: It is not a requirement to submit certified copies. However, SARS reserves the right to request verification of qualifications if needed.	No CV's submitted or CV submitted with less than 3 years' experience in implementing customer insights platform solutions = **0** CV submitted with minimum of three years experience in implementing customer insights platform solutions, but **No** qualification evidence submitted = **1** CV submitted with minimum three and less than five years (≥3 and <5 years) of experience in implementing customer insights platform solutions with qualification evidence submitted = **2** CV submitted with (≥5) 5 or more years' experience in implementing customer insights platform solutions with qualification evidence submitted = **3**	**5**
3.	**Project Implementation Plan**		**10**
3.1	Bidders **must** provide a Project plan that includes the following 6 phases: **1. Mobilisation** (Service provider team onboarding and initial planning) **2.Implementation** (Configuration, setup and integration)	Project plan not submitted OR a plan submitted with none of the following phases clearly defined = **0** A project plan that does not include all required phases, but includes **at least** the following 3 phases clearly defined: Implementation, Data Migration, and	

	Technical evaluation criteria	Scoring criteria	Points
	3.Data migration (Secure migration of historical reports and data) **4.Training** (SARS administrators and user onboarding) **5.User acceptance testing** (Test cases, success criteria defined) **6.Go-live by 11 October 2026.** (Clear timelines and strategy demonstrating the ability to ensure 11 October migration will be met) Bidders to include additional information including clearly defined milestones, detailed activities demonstrating how the October migration deadline will be met, resource allocation, risks and mitigation actions.	Go-live by 11 October 2026 = **1** A project plan with all required phases clearly defined (Mobilisation, Implementation, Data Migration, Training, User Acceptance Testing, and Go-live by 11 October 2026) = **2** A project plan with all required phases clearly defined (Mobilisation, Implementation, Data Migration, Training, User Acceptance Testing, and Go-live by 11 October 2026), **and** that includes additional information such as clearly defined milestones, detailed activities demonstrating how the October migration deadline will be met, resource allocation, risks and mitigation actions = **3**	**10**
4.	**Technical Requirements**		**61**
4.1	**Enterprise-level integration capability** Bidders must provide verifiable evidence (such as high-level or masked/redacted architecture diagrams, solution overviews, technical capability descriptions, connector catalogues, product brochures, use cases, or screenshots of the platform) demonstrating previously performed integration of enterprise workflows, including data warehouses and various digital channels, on the below key functional requirements, namely: **Integration and Interoperability:** This evaluates the platform's ability to seamlessly and securely integrate with other systems, including data warehouses and various digital channels.	Bidder does not provide evidence of integration = **0** Bidder provided verifiable evidence of previously performed enterprise-level integration capability across multiple systems, including data warehouses and various digital channels = **3**	**20**
4.2	**Data migration** Bidders must provide: 1. Verifiable evidence (such as use cases, case studies, screenshots of the platform, or high-level and/or masked/redacted migration artefacts) demonstrating previously completed successful large-scale data migrations. 2. A detailed data migration proposal/plan which includes detailed information specific to the current bid requirements, namely: **Data Migration:** This assesses the bidder's proposed plan and evidence of capability for migration of historical data	Bidder does not provide both verifiable evidence of previous data migration and data migration proposal/plan = **0** Bidder provided verifiable evidence demonstrating previously completed successful large-scale data migrations and a detailed data migration plan= **3**	**15**

	Technical evaluation criteria	Scoring criteria	Points
	and insights from other platforms to their solution.		
4.3	**Solution platform** Bidders must provide a proposal (e.g. solution overviews, product documentation, brochures, screenshots, or equivalent material) detailing the solution platform and offering that demonstrates an ability to deliver on all of the following 8 functional requirements, namely: 1. **Survey design and configuration**: This refers to the platform's ability to create and customize various survey types, including dynamic and AI-adaptive flows, and prepare them for different taxpayer segments. 2. **Survey distribution**: This covers the platform's capabilities for both automated and manual distribution across all specified channels (email, SMS, QR codes, pop-ups on digital platforms, social media, with frequency control and respondent contact history features) 3. **Data capture and feedback collection**: This assesses the platform's ability to securely collect all types of feedback (structured, unstructured, open text) from various sources and handle high volumes (minimum 3 million responses per year.) 4. **Data Management and Analysis**: This evaluates the platform's unified repository for all insights, its capacity for cross-project meta-analysis, and its ability to conduct advanced statistical and qualitative analysis at scale, including AI-powered tools. 5. **Reporting and Dashboards**: This focuses on the platform's data visualization tools, dynamic and role-based dashboards, AI-powered insight summarization, and its ability to provide real-time updates and calculations without manual intervention or delays. 6. **Service Recovery and Feedback Loops**: This assesses the platform's features for automated issue resolution triggers, tracking service recovery, and mapping feedback to enable actionable interventions. 7. **User and Access Management**: This covers the platform's capabilities for robust user provisioning, role-based access control (RBAC), and maintaining comprehensive audit trails to ensure data security and governance. 8. **Training and Support**: This evaluates the comprehensive nature of the training programs offered to SARS users, as well as the ongoing technical and strategic support services post-implementation.	Bidders platform and offering do not meet all 8 functional requirements = **0** Bidders platform and offering meets all 8 functional requirements = **3**	**26**

	Technical evaluation criteria	Scoring criteria	Points
5.	**Value-Adds**		**4**
5.1	Bidders must provide a value-add service or features that go beyond the core functional and technical requirements specified in the BRS. Value-adds must be **relevant**, clearly **described**, and provide **measurable or strategic benefit** to SARS.	Value-adds not specified **= 0** One (1) or more Value-adds or features are specified and they are clearly relevant, clearly described, and provide measurable or strategic benefit to SARS **= 3**	**4**
	TOTAL		**100**

7.4 **Price and B-BBEE/specific goals evaluation (Gate 2)**

7.4.1 In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, 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.**

7.4.2 SARS will apply the applicable preference point system in accordance with published 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 6: Price and B-BBEE/specific goals evaluation

	Criteria	Points
1.	Price	80
2.	Specific goals	20
	TOTAL	**100**

7.4.3 **Price evaluation (Gate 2, Stage 1)**

7.4.3.1 Points for the price evaluation will be calculated in accordance with the formula stated below.

7.4.3.2 Bidders are required to complete all line items in the pricing response template provided by SARS, which will be used for the price evaluation. The price should be all-inclusive for all the goods and services required in the scope of work, and 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 7: Pricing evaluation formula

Price evaluation formula	Points
$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

Where

Ps	=	Points scored for price of proposal under consideration
Pt	=	Rand value of proposal under consideration
*P*min	=	Rand value of lowest acceptable proposal

7.4.4 **B-BBEE/specific goals evaluation (Gate 2, Stage 2)**

7.4.4.1 Points for the B-BBEE/specific goals evaluation will be allocated in accordance with a bidder's size as per table 1 of the SBD 6.1 Preference points claim form claimed. Points for specific goals can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit, and an Enterprise and Supplier Development Plan and a socio-economic development plan, together with the SBD 6.1 Preference points claim form.

7.4.4.2 **Bidders are required to refer to the SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022, for the specific goals and points to be claimed for this RFP.**

7.4.4.3 Bidders who do not claim preference points will be scored zero for B-BBEE/specific goals.

7.4.4.4 Failure of a bidder to submit the required supporting documentation in support of claiming the preference points for B-BBEE/specific goals together with the proposal, will be interpreted to mean that preference points for B-BBEE/specific goals are not claimed.

7.4.4.5 The B-BBEE certificate or sworn 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 sworn affidavit. 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 sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.

7.4.4.6 SARS reserves the right to request bidders to submit proof of any information, to substantiate claims made about their B-BBEE status.

Table 8: B-BBEE/specific goals evaluation points allocation

B-BBEE/specific goals evaluation criteria	Points
Bidders to submit: a) A duly completed SBD 6.1 Preference point claim form, and b) A valid B-BBEE certificate or sworn affidavit	20

7.4.4.7 The following table indicates the specific B-BBEE/specific goals documents that must be submitted for this RFP.

Table 9: B-BBEE/specific goals documents checklist

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	• A sworn affidavit or certificate from CIPC.

2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	• A sworn affidavit only 51% Black Ownership and above; or • A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	• A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

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

7.4.5.1 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.

7.5 **Financial risk analysis**

7.5.1 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.

7.5.2 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, Act 71 of 2008, and the bidders are required to submit the public interest score (PIS) in compliance with the Companies Act, Act 71 of 2008. The annual financial statements must contain:

7.5.2.1 A statement of profit and loss and other comprehensive income;

7.5.2.2 A statement of financial position;

7.5.2.3 A statement of cash flows;

7.5.2.4 A statement of changes in equity / net assets; and

7.5.2.5 Accompanying notes.

7.5.3 If the bidder cannot provide the preceding year's audited / independently reviewed financial statements as part of its bid submission, the bidder 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.

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

7.5.4.1 A letter detailing the fact, signed by a duly authorised representative of the entity;

7.5.4.2 The annual financial statements that the entity can provide, considering the period that it has been trading; and

7.5.4.3 Any other information or documentation which would provide more clarity on the financial history of a bidder.

7.5.5 SARS reserves the right to request further information regarding the annual financial statements of a bidder at a later stage to demonstrate the potential bidder's financial capability. These will include, but are not limited to:

7.5.5.1 Holding company's / Parent company's accounts;

7.5.5.2 Management accounts;

7.5.5.3 Signed letter from a recognised financial institution confirming capital availability and bank statements; and/or

7.5.5.4 Credit rating reports (confirming capital availability or access to capital).

7.5.6 In the event of a subsidiary being 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, in the event the bidder is awarded the RFP.

7.5.7 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.

7.5.8 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome.

7.6 **Recommended bidders' due diligence and risk assessment prior to award**

7.6.1 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.

7.6.2 As part of due diligence and risk assessment, the bidder must ensure that the bidder is complying to 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.

7.6.3 In the event that a due diligence exercise reveals that a recommended bidder does not comply with SARS' risk appetite or compliance requirements then SARS has the right not to make an award to the recommended bidder.

7.6.4 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.

7.7 **Proposed legal agreement**

7.7.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within twenty-one (21) 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.

7.7.2 If the recommended bidder(s) fails to sign the proposed agreement within the time frame stipulated, SARS reserves the right to:

7.7.2.1 cancel the award to the recommended bidder;

7.7.2.2 enter into negotiations with the second ranked bidder(s) and conclude the proposed agreement with such second ranked bidder(s); or

7.7.2.3 take any other action SARS deems reasonable and appropriate.

7.7.3 Bidders are requested to-

7.7.3.1 Comment on the terms and conditions set out in the draft agreement and where necessary, propose required changes to such terms and conditions.

7.7.3.2 Each comment and/or amendment must be explained.

7.7.3.3 All changes and/or amendments to the agreement must be in an easily identifiable colour font and tracked for ease of reference.

7.7.4 Upon award, SARS and the successful bidder will conclude the agreement which regulates the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:

7.7.4.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement.

7.7.4.2 SARS will be entitled to cease negotiating with a 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) an agreement may not be expeditiously concluded with the bidder for any other reason.

7.7.4.3 SARS reserves the right to vary the terms and conditions of the proposed agreement during the course of negotiations with a bidder at SARS' sole discretion.

7.7.4.4 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.

7.7.5 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. 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 agreement between SARS and the bidder for the provision of the goods and services in question. In the event of a conflict between the bidder's proposal and the agreement concluded between the parties, the agreement will prevail.

7.8 Performance Standards

7.8.1 SARS may prescribe certain performance standards (Service Levels) that a successful bidder must comply with in the performance of the services.

7.8.2 Failure to adhere to the Service Levels will result in SARS levying a financial penalty for the Service Level Failure.

7.8.3 Multiple Service Level Failures with the SARS' prescribed Service Levels will constitute a material breach of the Service Level Agreement.

7.8.4 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 Service Level Agreement for breach (persistent non-compliance) by the successful bidder.

8 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

8.1 Proof of existence of a trust, joint venture, consortium and subcontracting 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 amongst 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 which 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 the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and

8.1.2.5 clearly set out the 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, at all times, 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 subcontracting agreements; the full details of the functions which 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, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).

9 COMPLAINTS AND ALLEGATIONS

9.1.1 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 ten (10) days after publication of the bid and provide details of its complaint for SARS' consideration.

9.1.2 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 at *0800*-002870 or email at anti-corruption@sars.gov.za for further investigation.

9.1.3 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 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:

10.2.1.1 make no award, or to 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, and to conduct site visits, 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' 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 a 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 short-listed 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 the National Treasury and take the necessary steps to restrict a bidder form 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 in order 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' 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 in order 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 or not a prison term or penalty was imposed;

10.2.2.8 is listed on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers; or

10.2.2.9 whose tender contains a misrepresentation which 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, 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, 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 the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

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' examination and evaluation of a proposal.

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

10.5 **Fronting**

10.5.1 SARS supports the spirit of broad-based black economic empowerment 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 SARS, in ensuring that bidders conduct themselves in an honest manner 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 and Industry 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 a period of 14 days from 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 ten years, in addition to any other remedies 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 which SARS may incur and for any damages or losses 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's 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 service level agreement, 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' business requirements and needs will be, and remain the perpetual exclusive property of SARS. Successful bidders who so 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 bidders appointment as a service provider or vendor.

10.8.4 In the event that any bidder utilises any third party intellectual property, in terms of a license, to submit a bid, or that such third party intellectual property will be utilised to fulfil SARS' 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' 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 as a result 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 subcontractors (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 make use of subcontractors, such subcontractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such subcontractors.

10.12.3 The proposal shall however 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 in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.

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 subcontracting 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. The award will therefore be made subject to the condition that the successful bidder along with the personnel referred to above comply with the afore mentioned 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' 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 The bidders shall supply and maintain a list of personnel involved on 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 roof 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 the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

10.19 **Local production and content**

10.19.1 SARS supports and promotes local production and local content, environmentally friendly products, and sustainable sourcing.

10.19.2 To enable this objective to be adequately assessed and as part of contract management, bidders 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 as to 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 10: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply
1.	A hardcopy and an electronic 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.	General Conditions of Contract (GCC) has been completed and signed.		
9.	A complete set of three (3) most recent annual financial statements has been included.		
10.	All the technical evaluation requirements have been submitted with this bid.		
11.	All the pricing evaluation requirements have been submitted with this bid and the pricing template has been completed in full and signed.		
12.	All the B-BBEE/specific goals evaluation and specific goal requirements have been submitted with this bid.		