

REFERENCE: RFQ 08/2022

REQUEST FOR QUOTATIONS DESCRIPTION:

**FOR THE ENERGY AUDIT, ISSUING AND PUBLICATION OF
ENERGY PERFORMANCE CERTIFICATES (EPCs) BASED ON
GATHERED ENERGY DATA IN SELECTED SARS BUILDINGS**

DATE ISSUED: 07 OCTOBER 2022

CLOSING DATE: 14 OCTOBER 2022 @11h00

SUBMISSION DETAILS

The correct email to send your response back is

Proc.Responses@sars.gov.za

Address: SARS Offices list attached.

NOTE: RFQ submissions received after closing date and time will not
be evaluated.

YOU ARE HEREBY INVITED TO SUBMIT QUOTATIONS FOR THE REQUIREMENTS OF THE SOUTH AFRICAN REVENUE SERVICES

SARS REQUIREMENTS	Request for quotation for the Energy Audit, issuing and Publication of Energy performance certificates (EPCs) based on gathered energy data in selected SARS Buildings. .	<i>Tick Applicable box</i>
	Acceptance of SARS conditions as well as submission of a quotation.	
	Valid affidavit or a certified copy of B-BBEE Certificate from accredited rating agency.	
	Oath of secrecy	
	Complete SBD 1	
	Complete SBD 4	
	Complete SBD 6.1	
	Complete and signed-off quotation on the Scope of work	
	Submission of Compulsory documents	
ENQUIRIES	Enquiries must be addressed to: Proc.Queries@sars.gov.za	
QUOTATION VALIDITY	60 Days (commencing from the RFQ closing date)	
MANDATORY DOCUMENT	SANAS accreditation - Accreditation Certificate indicating service provider is an accredited body for Energy Performance Certificate for Buildings with the name of the company, name of accreditation body and the accreditation number to be supplied.	
QUESTION AND ANSWER SESSION	07 October 2022 to 13 October 2022	
CLOSING DATE	14 October 2022 at 11h00	
DELIVERY ADDRESS WHERE GOODS/ SERVICES/ WORKS ARE REQUIRED	SARS Alberton Campus and other offices as and when required, see attached list of offices	

1. INTRODUCTION AND SPECIFICATIONS

1.1 Purpose

The purpose of this document is to Request for quotation for the Energy Audit, issuing and Publication of Energy performance certificates (EPCs) based on gathered energy data in selected SARS Buildings.

1.2 Objective

SARS intends to select a preferred Bidder with the view of concluding a Purchase order/SLA (Service Level Agreement) with the successful Bidder, based on the outcome of the set evaluation criteria. The RFQ shall be evaluated in terms of the 80/20 preferential points system.

1.2.1 For a Bidder to obtain clarity on any matter arising from or referred to in this document, please refer queries, in writing, to the contact details provided above. Under no circumstances may any other employee within SARS be approached for any information. Any such action might result in a disqualification of a response submitted in competition to this RFQ.

1.2.2 All enquiries regarding this RFQ must be forwarded only to Proc.Queries@sars.gov.za as indicated.

1.2.3 Under no circumstances will we allow enquiries from Bidders outside the questions and answers period.

2. GENERAL CONDITIONS AND REQUIREMENTS

ALL QUOTATION CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THE BID MAY BE REJECTED OR DECLARED NON-RESPONSIVE

2.1 We reserve the right to; cancel or reject any quote and not to award the RFQ to the lowest Bidder or award parts of the RFQ to different Bidders, or not to award the RFQ at all.

2.2 SARS reserves the right in its sole discretion to:

- withdraw, suspend or cancel this RFQ or the RFQ process at any time and without providing reasons.

- not provide reasons for its rejection or the failure of any Bidder or Proposal.
- change any of its requirements as set out in this RFQ.
- change any condition, procedure or rule of the RFQ.
- amend, vary, or supplement any of the information, terms or requirements contained in this RFQ, any information or requirements delivered pursuant to this RFQ, or the structure of the RFQ process.
- re-advertise for RFQ responses; and
- provide further information in respect of, and modify the provisions of, this RFQ at any time prior to the Closing Date by notice to all prospective Bidders.
- cancel this RFQ without notifying the prospective Bidders.
- to disqualify any person who is a provider (Bidder) or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or be disposed of, who directly or indirectly influence or interfere with the work of any of our officials involved in the procurement process in order, inter alia, to:
 - influence the process and/or outcome of the RFQ.
 - incite breach of confidentiality and/or the offering of bribes
 - cause over- or under-invoicing.
 - influence the choice of procurement method or technical standards.
 - influence any of our officials in any way which may secure an unfair advantage during or at any stage of the procurement process.
- Ensure that all relevant documentations are completed in full and submitted.

2.3 B-BBEE requirements –B-BBEE affidavit or certificate from an accredited institution.

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

Turn Over	Classification	Submission Requirement
Below R5 million p.a	Exempted Micro Enterprise (EME)	BEE Rating Certificate or Letter From Auditors/Accounting Officer to verify that EME percentage of black ownership.
Between R5 million and R35 million p.a	Qualifying Small Enterprise (QSE)	BEE Rating Certificate from an Accredited Rating Agency
Above R35 million p.a	Large Entity (LE)	BEE Rating Certificate from an Accredited Rating Agency

- 2.4 Bidders who submitted incomplete information and documentation according to the requirements of this RFQ.
- 2.5 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, B-BBEE credentials, mandatory information, etc.
- 2.6 Bidders who received information not available to other vendors through fraudulent means; and/or
- 2.7 Bidders who do not comply with any other requirements as stipulated in this document.
- 2.8 Bidders who do not sign the declarations, SDB forms.
- 2.9 Bidders who do not meet any of the mandatory requirements.

3 PRICING

The Bidder must take the following into consideration when pricing:

- Bidders will be required to submit a complete and signed-off Scope of work.
- All prices must include Value Added Tax (VAT).

4 EVALUATION AND SELECTION

4.1 Gate 0 – Mandatory Evaluation: Non-submission of mandatory requirements will result in disqualification.

4.2 Gate 1: Price and BEE

4.2.1.1 Price and B-BBEE evaluation - RFQ responses will be evaluated in terms of the 80/20 preference points system.

Criterion	Points Allocation
B-BBEE status	20
Price	80

Points for the B-BBEE criterion will be allocated in accordance with the Bidder's B-BBEE status level, and those of its subcontractors in proportion to their expected revenue allocations.

Points for the Price criterion will be calculated in accordance with the formula in the PPPFA Policy.

4.2.1.2 The Bidder must ensure the accuracy of the pricing figures provided in the Scope of works.

4.2.1.3 The Bidder's RFQ response may be regarded as non-responsive if the pricing in the Scope of works response contains omissions.

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

4.2.1.5 The points accumulated for B-BBEE status criterion will be added to the points accumulated for the Price criterion.

4.2.1.6 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.

- 4.2.1.7 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor, (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS.
- 4.2.1.8 no amendment may be made to a Bid, unless specifically permitted or requested by SARS.
- 4.2.1.9 SARS will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the RFQ responses.
- 4.2.1.10 SARS will evaluate the RFQ responses with reference to SARS's Evaluation Methodology and SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

4.3 SARS's Evaluation Criteria

- 4.3.1 SARS's evaluation criteria provide for the accumulation of points for a Bidder's Proposal based on the extent to which it:
 - 4.3.1.1 Enables SARS to contain its risks, which will include an evaluation of the effect of any mark-up made by a Bidder to the proposed contract.
 - 4.3.1.2 Achieves Broad Based Black Economic Empowerment ("**B-BBEE**") objectives
 - 4.3.1.3 Is financially competitive and offers value for money.

4.4 Process following evaluation

- 4.4.1 Following SARS's evaluation of the RFQ responses in this RFQ, SARS has the right to, inter alia, in its sole discretion:
 - 4.4.1.1 Consider the business case for the award of the RFQ based on the RFQ

responses received.

4.4.1.2 Undertake a Bidder clarification or Best and Final Offer (BAFO) process with respect to some or all of the items.

4.4.1.3 Shortlist one Bidder in for award.

4.4.1.4 SARS may conduct a due diligence exercise on any Bidder or its Subcontractor, which may include interviewing customer references or other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's or Subcontractor's premises, sites and facilities to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request and to respond within the timeframes set by SARS; or

4.4.1.5 Take any other action it deems appropriate.

4.4.2 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by SARS, which in SARS' opinion justifies such revision.

4.4.3 Upon an award, the successful Bidder will be required to enter into the Agreement with SARS. In this regard:

4.4.3.1 SARS may require the Bidder to enter into an interim agreement under which the transition services would commence.

4.4.3.2 SARS will enter into negotiations with the Bidder with a view to concluding the Agreement.

4.4.3.3 SARS will be entitled to cease negotiating with a Bidder and negotiate with another Bidder if SARS, in its sole discretion, is of the opinion that: the Bidder has made misrepresentations in its RFQ response; the Bidder is attempting to withdraw from positions or commitments made in its Bid; the Bidder is not negotiating in good faith; or an agreement may not be expeditiously concluded with the Bidder for any other reason.

5 General Conditions of Contract

5.1 Acceptance of RFQ conditions



The Bidder's participation in the RFQ process is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFQ.

5.2 Service Conditions.

5.2.1 Acceptance, Contract Commencement and Purchase Orders

The vendor's offer will be accepted by the Employer when an official purchase order is issued to the vendor, who then becomes the Contractor in terms of this contract. The date of issue of the purchase order shall be the commencement date of the contract. The vendor undertakes work and incurs expenses prior to the issuing of a purchase order entirely at its own risk. The Employer shall only incur liability for payment in terms of this contract if a valid purchase order has been issued to the vendor.

5.2.2 Duties of the Contractor

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the contract in accordance with the General Conditions of Contract, Project Specifications.

5.2.3 Contractor to Appoint a Competent Representative

The Contractor shall appoint a competent representative to administer and control the Works on site and shall inform the Employer of the name of such representative. A contract instruction given to the Contractor's representative shall be deemed to be given to the Contractor.

5.3 Validity of information

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



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

5.4 RFQ not an offer

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

Nothing in this RFQ or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into a contract.

5.5 Preparation Costs

The Bidder will bear all its costs in preparing, submitting, and presenting any response or Proposal to this RFQ and all other costs incurred by it throughout the RFQ process. Furthermore, no statement in this RFQ 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 or Proposal to this RFQ.

5.6 Indemnity

If a Bidder breaches any condition of this RFQ 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 RFQ 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.

5.7 Responsibility for subcontractors and Bidder's personnel

A Bidder is responsible for ensuring that its subcontractors, personnel (including officers, directors, employees, advisors and other representatives of a Bidder) and personnel of its subcontractors comply with all terms and conditions of this RFQ and in particular the provisions of paragraph 5.8 below.

5.8 Confidentiality

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

No part of the RFQ 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 RFQ 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 there from.

Throughout this RFQ process and thereafter, 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 RFQ relates; or (ii) the process, which follows this RFQ. Failure to adhere to this requirement may result in disqualification from the RFQ process and civil action.

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

5.9 Governing Law

South African law governs this RFQ and the response process of the RFQ. 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 , the itself and all processes associated with the .



Bidding Structure

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Conditions of Bid General Conditions of Contract, Special Conditions, Technical Information and Specifications attached, and hereby agree to supply, render services or perform works in accordance therewith:

BIDDER'S DETAILS	
NAME of Company/ Close Corporation or Partnership or Sole Proprietor/Individual	 (legal name) trading as
Company/Close Corporation Registration Number	
SARS Vendor Registration Number	
Postal Address	Postal Code
Physical Address	Postal Code
Contact Details of the Person Representing the Vendor	Name: Telephone: () Fax: ()

	Cell phone: _____ E-mail address: _____
Income Tax Number	
VAT Reference Number	
Total Price (Including VAT)	N/A Bidders must submit unit cost as required on the attached Scope of work.
Authorised Signature	
Date	

***It is a compulsory requirement to ensure that the information required above is fully furnished and the authorised signatory must sign and insert the date.**