

**REFERENCE: RFP12/2012**

**REQUEST FOR PROPOSAL**

**DESCRIPTION:  
PROVISION OF LEAN SIX SIGMA TRAINING**

**DATE ISSUED: 26 OCTOBER 2012**

**CLOSING DATE: 26 NOVEMBER 2012, 11H00**

**TENDER BOX:  
570 FEHRSEN STREET  
BROOKLYN BRIDGE  
GROUND FLOOR, LINTON HOUSE  
BROOKLYN, PRETORIA**

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## 1 INTRODUCTION

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

### 1.1 OVERVIEW OF SARS

#### Our Mandate

In terms of the South African Revenue Service Act (No. 34 of 1997), SARS is mandated to:

- Collect all revenues due;
- Ensure maximum compliance with tax and customs legislation; and
- Provide a customs service that will maximise revenue collection, protect our borders and Facilitate trade.

#### Our Vision

SARS is an innovative revenue and customs agency that enhances economic growth and social development, and that supports the country's integration into the global economy in a way that benefits all South Africans.

#### Our Mission

To optimise revenue yield, to facilitate trade and to enlist new tax contributors by promoting awareness of the obligation to comply with tax and customs laws, and to provide a quality, responsive service to the public.

#### Our Values

Mutual respect and trust; equity and fairness; integrity and honesty; transparency and openness; courtesy and commitment.

#### Our Core Outcomes

- Increased Customs Compliance
- Increased Tax Compliance
- Increased ease and fairness of doing business with SARS
- Increased cost effectiveness, internal efficiency and institutional respectability.

## 2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential Bidder(s) for the provision of Lean Six Sigma training and related services. Successful Bidder(s) will be appointed to provide Six Sigma training on one or more programmes. The programmes identified by SARS are:-

- Lean Six Sigma Yellow Belt;
- Lean Six Sigma Green Belt;
- Lean Six Sigma Black Belt; and
- Lean Six Sigma Master Black Belt

This BID document details and incorporates, as far as possible, the tasks and responsibilities of the potential "Bidder(s)", required by SARS for the provision of Lean Six Sigma training and related services.

This Bid 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.

## 3 LEGISLATIVE FRAMEWORK OF THE BID

### 3.1 TAX LEGISLATION

- 3.1.1 Income Tax Act, 1962 (Act No. 58 of 1962)
- 3.1.2 Demutualisation Levy Act, 1998 (Act No. 50 of 1998)
- 3.1.3 Skills Development Levies Act, 1998 (Act No. 9 of 1999)
- 3.1.4 Unemployment Insurance Contributions Act, 2002 (Act No. 4 of 2000)
- 3.1.5 Second Small Business Amnesty and Amendment of Taxation Laws Act, 2006 (Act No. 10 of 2006)

### 3.2 PROCUREMENT LEGISLATION

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

### 3.3 TECHNICAL LEGISLATIONS

Bidder(s) should be cognisant of the legislation applicable to services, include but not limited to:

**Acts** (this list is not exhaustive)

- 3.3.1 South African Revenue Service Act No. 34 of 1997;
- 3.3.2 Basic Conditions of Employment Act – BCEA;
- 3.3.3 Labour Relations Act No. 66 of 1995;
- 3.3.4 Constitution of Republic of South Africa Act 200 of 1993;
- 3.3.5 The Skills Development Act, 1998 (Act no 97 of 1998);
- 3.3.6 South African Qualifications Authority Act 58 of 1995;
- 3.3.7 National Qualifications Authority Act 67 of 2008;
- 3.3.8 Higher Education Act 101 of 1997;
- 3.3.9 Public Finance Management Act No. 1 of 1999;
- 3.3.10 Adult Education and Training Act No. 52 of 2000; and
- 3.3.11 Employment Equity Act, 1998 (Act 55 of 1998)

#### **3.4 POLICY DOCUMENTS (RELATED TO THE SERVICE IN QUESTION)**

Bidder(s) should be cognisant of the policy documents applicable to services, include but not limited to:

- 3.4.1 Employment Equity Policy;
- 3.4.2 SARS Terms and Conditions of Employment Service;
- 3.4.3 Learning and Development Policy; and
- 3.4.4 National Skills Development Strategy (NSDS III)

#### **4 BRIEFING SESSION**

A non-compulsory briefing session will be held at Brooklyn Bridge, Linton House, 570 Fehrser Street, Brooklyn, Pretoria, on the **5 NOVEMBER 2012** at 14H00, to clarify the scope and extent of work to be executed.

#### **5 DURATION OF CONTRACT**

The appointment of a bidder(s) for the Lean Six Sigma and related services will be for a period of thirty six (36) months with an option to renew for an additional twelve (12) months.

#### **6 TIMELINE OF THE BID PROCESS**

The project timeframes of this BID are set out below:

Activity	Date Due
Advertisement of BID on government tender bulletin	26 OCTOBER 2012
Distribution of BID documents on SARS Website and advertisement on newspaper	28 OCTOBER 2012
Non-compulsory Briefing session	5 NOVEMBER 2012 at 14H00

Activity	Date Due
Questions relating to BID from Bidder(s)	15 NOVEMBER 2012
BID Closing date	26 NOVEMBER 2012 at 11H00
Notice to Bidder(s)	FEBRUARY 2013*

\* Subject to change

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

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

## 7 CONTACT

A nominated official of the Bidder(s) can make enquiries in writing, to the specified person, Mr. Aser Makgate (Procurement Tender Office) via email [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and cc [fft-professionalservices@sars.gov.za](mailto:fft-professionalservices@sars.gov.za). Bidders must reduce all telephonic enquiries to writing and send to the above email address.

## 8 SCOPE OF WORK/SPECIFICATION/BUSINESS REQUIREMENTS

### 8.1 BACKGROUND

The introduction of Lean Six Sigma is to ultimately enable SARS to create efficient processes in order to deliver our services, with more satisfied customers than ever before. In doing so, SARS has identified employees who will be enrolled on the Lean Six Sigma training programmes for Yellow Belt, Green Belt, Black Belt and Master Black Belt training.

The lean six sigma Yellow Belt and Green Belt courses is geared toward an introduction to process management and the basic tools of Six Sigma, giving employees a stronger understanding of processes, enabling each individual to provide meaningful assistance in achieving SARS overall objectives.

### 8.2 SARS REQUIREMENTS FROM THE BIDDER(S)

Bidders may choose and specify clearly which Lean Six Sigma training programme they are bidding for. That means, bidders can choose to submit a proposal for all the four programmes (i.e. Yellow Belt, Green Belt, Black Belt and/or Master Black Belt) or they can choose to bid for any number of programmes they deem to be the expert matters.

Following are SARS requirements for each training programme.

#### 8.2.1 Lean Six Sigma Yellow Belt

8.2.1.1 The training requirements for lean Six Sigma Yellow Belt should be able to meet the following outcomes:-

8.2.1.1.1 The basics of Six Sigma;

8.2.1.1.2 The fundamentals of Six Sigma;

8.2.1.1.3 Selecting Lean Six Sigma Projects;

8.2.1.1.4 The Lean Enterprise;

8.2.1.1.5 Process Definition;

8.2.1.1.6 Six Sigma Statistics;

8.2.1.1.7 Measurement System Analysis;

8.2.1.1.8 Process capability;

8.2.1.1.9 Lean Controls; and

8.2.1.1.10 Six Sigma control plans

8.2.1.2 The bidder will be required to provide a 4-day training session. The session will comprise of an average of 20 attendees/students. Each training session for Lean Six Sigma Yellow Belt will be provided over 4 conservative days.

8.2.1.3 The bidder will be required to provide printed course materials and course eBook to students.

8.2.1.4 SARS requirements for appointed facilitator:-

8.2.1.4.1 must be in possession of a minimum honours degree from a reputable institution;

8.2.1.4.2 must have more than five years relevant experience in Quality Management and Quality Improvement within the Six Sigma industry;

8.2.1.4.3 must be a certified black belt and registered with the relevant six sigma accreditation body;

8.2.1.4.4 must provide detailed curriculum vitae of facilitator(s) and valid and accurate certified copies of the qualifications;

- 8.2.1.5 Upon completing Lean Six Sigma Yellow Belt training, the bidder will be required to set a competency examination to participating students. The exam is intended to validate student proficiency with Lean Six Sigma tools and techniques.
- 8.2.1.6 The bidder will be required to arrange a site visit for students to an organisation that has implemented or is implementing Six Sigma.
- 8.2.1.7 The Bidder will be required to provide a feedback report after each session completed and a consolidated report on a monthly basis.

## 8.2.2 Lean Six Sigma Green Belt

- 8.2.2.1 The training requirements for lean Six Sigma Green Belt should be able to meet the following outcomes:-
  - 8.2.2.1.1 The basics of Six Sigma;
  - 8.2.2.1.2 The fundamentals of Six Sigma;
  - 8.2.2.1.3 Selecting Lean Six Sigma Projects;
  - 8.2.2.1.4 The Lean Enterprise;
  - 8.2.2.1.5 Process Definition;
  - 8.2.2.1.6 Six Sigma Statistics;
  - 8.2.2.1.7 Measurement System Analysis;
  - 8.2.2.1.8 Process capability;
  - 8.2.2.1.9 Patterns of variation;
  - 8.2.2.1.10 Inferential Statistics;
  - 8.2.2.1.11 Hypothesis Testing;
  - 8.2.2.1.12 Hypothesis Testing with Normal Data;
  - 8.2.2.1.13 Hypothesis Testing with Non-Normal Data;
  - 8.2.2.1.14 Simple Linear Regression;
  - 8.2.2.1.15 Multiple Regression Analysis;
  - 8.2.2.1.16 Lean Controls;
  - 8.2.2.1.17 Statistical Process Control (SPC); and
  - 8.2.2.1.18 Six Sigma Control Plans
- 8.2.2.2 The bidder will be required to provide evidence that the Lean Six Sigma Green Belt training programme is aligned to ISO 13053 – Six Sigma Process Improvement and ISO 9000 – Quality Management.



- 8.2.2.3 The bidder will be required to provide a 10-day training session. The session will comprise of an average of 15 attendees/students. Each training session for Lean Six Sigma Green Belt will be divided into two 5-day blocks over a period of two months.
- 8.2.2.4 The bidder will be required to provide printed course materials and course eBook to students.
- 8.2.2.5 SARS requirements for appointed facilitator:-
- 8.2.2.5.1 must be in possession of a minimum honours degree from a reputable institution;
  - 8.2.2.5.2 must have more than five years relevant experience in Quality Management and Quality Improvement within the Six Sigma industry;
  - 8.2.2.5.3 must be a certified black belt and registered with the relevant Six Sigma accreditation body;
  - 8.2.2.5.4 must provide detailed curriculum vitae of facilitator(s) and valid and accurate certified copies of qualifications ;
- 8.2.2.6 Upon completing Lean Six Sigma Green Belt training, the bidder will be required to set a competency examination to participating students. The exam is intended to validate student proficiency with Lean Six Sigma tools and techniques.
- 8.2.2.7 Upon completing Lean Six Sigma Green Belt training and competency examination, the bidder will be required to provide instructor support to the aspiring students who want to write the Six Sigma certification examination. The access to instructor support is for period of six months, from the date of successful completion of competency examination.
- 8.2.2.8 The Bidder will be required to provide training on statistical analysis software, for statistical and data analysis techniques taught in the Lean Six Sigma Green Belt Program.
- 8.2.2.9 The successful Bidder will be required to provide Lean Six Sigma Toolkit. The toolkit includes templates from the Lean Six Sigma DMAIC methodology. Included templates: 5 Whys, Communication Plan, CTQ Chart, Dashboard Measurement Plan, Data Collection Plan, DMAIC Project Plan, DMAIC Tollgate Presentation, FMEA, Force Field Diagram, Implementation Plan – Detailed, Implementation Plan – High Level, Pilot Plan, Process Monitoring Plan, Process Value Analysis, Project Charter, Project Storyboard, Quick Win Identification, Response Plan, Sigma Calculator, SIPOC, Solutions Benefits and Implications, Solutions Prioritization Matrix, Solutions Selection Matrix, Stakeholder Identification, Stakeholder Management Plan, Stakeholder Map, Standardized Procedures, Team Meeting Agenda, Team Profile, VOC Research Plan, XY Matrix.

8.2.2.10 The bidder will be required to arrange a site visit for students to an organisation that has implemented or is implementing Six Sigma.

8.2.2.11 The Bidder will be required to provide a feedback report after each session completed and a consolidated report on a monthly basis.

### 8.2.3 Lean Six Sigma Black Belt

8.2.3.1 The training requirements for Lean Six Sigma Black Belt should be able to meet the following outcomes:-

8.2.3.1.1 The basics of Six Sigma;

8.2.3.1.2 The fundamentals of Six Sigma;

8.2.3.1.3 Selecting Lean Six Sigma Projects;

8.2.3.1.4 The Lean Enterprise;

8.2.3.1.5 Process Definition;

8.2.3.1.6 Six Sigma Statistics;

8.2.3.1.7 Measurement System Analysis;

8.2.3.1.8 Process capability;

8.2.3.1.9 Patterns of variation;

8.2.3.1.10 Inferential Statistics;

8.2.3.1.11 Hypothesis Testing;

8.2.3.1.12 Hypothesis Testing with Normal Data;

8.2.3.1.13 Hypothesis Testing with Non-Normal Data;

8.2.3.1.14 Simple Linear Regression;

8.2.3.1.15 Multiple Regression Analysis;

8.2.3.1.16 Lean Controls;

8.2.3.1.17 Statistical Process Control (SPC); and

8.2.3.1.18 Six Sigma Control Plans

8.2.3.2 The bidder will be required to provide evidence that the Lean Six Sigma Black Belt training programme is aligned to ISO 13053 – Six Sigma Process Improvement and ISO 9000 – Quality Management.

8.2.3.3 The bidder will be required to provide a 20-day training session. The session will comprise of an average of 10 attendees/students. Each training session for Lean Six Sigma Black Belt will be divided into two 10-day blocks over a period of three months.

- 8.2.3.4 The bidder will be required to provide printed course materials to students.
- 8.2.3.5 SARS requirements for appointed facilitator:-
- 8.2.3.5.1 must be in possession of a minimum honours degree from a reputable institution;
  - 8.2.3.5.2 must have more than five years relevant experience in Quality Management and Quality Improvement within the Six Sigma industry;
  - 8.2.3.5.3 must be a certified black belt and registered with the relevant Six Sigma accreditation body;
  - 8.2.3.5.4 must provide detailed curriculum vitae of facilitator(s) and valid and accurate certified copies of the qualifications;
- 8.2.3.6 Upon completing Lean Six Sigma Black Belt training, the bidder will be required to set a competency examination to participating students. The exam is intended to validate student proficiency with Lean Six Sigma tools and techniques.
- 8.2.3.7 Upon completing Lean Six Sigma Black Belt training and competency examination, the bidder will be required to provide instructor support to the aspiring students who want to write the Six Sigma certification examination. The access to instructor support is for period of six months, from the date of successful completion of competency examination.
- 8.2.3.8 The Bidder will be required to provide training on statistical analysis software, for statistical and data analysis techniques taught in the Lean Six Sigma Black Belt Program.
- 8.2.3.9 The successful Bidder will be required to provide Lean Six Sigma Toolkit. The toolkit should include templates from the Lean Six Sigma DMAIC methodology. Included templates: 5 Whys, Communication Plan, CTQ Chart, Dashboard Measurement Plan, Data Collection Plan, DMAIC Project Plan, DMAIC Tollgate Presentation, FMEA, Force Field Diagram, Implementation Plan – Detailed, Implementation Plan – High Level, Pilot Plan, Process Monitoring Plan, Process Value Analysis, Project Charter, Project Storyboard, Quick Win Identification, Response Plan, Sigma Calculator, SIPOC, Solutions Benefits and Implications, Solutions Prioritization Matrix, Solutions Selection Matrix, Stakeholder Identification, Stakeholder Management Plan, Stakeholder Map, Standardized Procedures, Team Meeting Agenda, Team Profile, VOC Research Plan, XY Matrix.
- 8.2.3.10 The bidder will be required to arrange and facilitate a site visit for students to an organisation that has implemented or is implementing Six Sigma.
- 8.2.3.11 The Bidder will be required to provide a feedback report after each session completed and a consolidated report on a monthly basis.

#### 8.2.4 Lean Six Sigma Master Black Belt

8.2.4.1 The training requirements for Lean Six Sigma Master Black Belt should be able to meet the following outcomes:-

8.2.4.1.1 Six Sigma Essentials

8.2.4.1.2 Six Sigma Installation

8.2.4.1.3 Six Sigma Projects

8.2.4.1.4 Value Focus

8.2.4.1.5 Lean Practices

8.2.4.1.6 Quality Tools

8.2.4.1.7 Basic Statistics

8.2.4.1.8 Continuous Capability

8.2.4.1.9 Discrete Capability

8.2.4.1.10 Hypothesis Testing

8.2.4.1.11 Confidence Intervals

8.2.4.1.12 Control Methods

8.2.4.1.13 Parametric Methods

8.2.4.1.14 Survey Methods

8.2.4.1.15 Nonparametric Methods

8.2.4.1.16 Experimental Methods

8.2.4.1.17 DFSS Methods

8.2.4.1.18 Measurement Analysis

8.2.4.1.19 Training Project

8.2.4.2 The bidder will be required to provide evidence that the Lean Six Sigma Master Black Belt training programme is aligned to ISO 13053 – Six Sigma Process Improvement and ISO 9000 – Quality Management.

8.2.4.3 The bidder will be required to provide a 25-day training session. The session will comprise of an average of 2-4 attendees/students. Each training session for Lean Six Sigma Black Belt will be divided into two blocks over a period of three months.

8.2.4.4 The bidder will be required to provide printed course materials to students.

8.2.4.5 SARS requirements for appointed facilitator:-

8.2.4.5.1 must be in possession of a minimum honours degree from a reputable institution;

8.2.4.5.2 must have more than five years relevant experience in Quality Management and Quality Improvement within the Six Sigma industry;

8.2.4.5.3 must be a certified black belt and registered with the relevant Six Sigma accreditation body;

8.2.4.5.4 must provide detailed curriculum vitae of facilitator(s) and valid and accurate certified copies of qualifications;

8.2.4.6 Upon completing Lean Six Sigma Master Black Belt training, the bidder will be required to set a competency examination to participating students. The exam is intended to validate student proficiency with Lean Six Sigma tools and techniques.

8.2.4.7 Upon completing Lean Six Sigma Master Belt training and competency examination, the bidder will be required to provide instructor support to the aspiring students who want to write the Lean Six Sigma Master Black certification examination. The access to instructor support is for period of six months from the date of successful completion of competency examination.

8.2.4.8 The Bidder will be required to provide training on statistical analysis software for statistical and data analysis techniques taught in the Lean Six Sigma Master Black Belt Program.

8.2.4.9 The successful Bidder will be required to provide Lean Six Sigma Toolkit. The toolkit should include templates from the Lean Six Sigma DMAIC methodology. Included templates: 5 Whys, Communication Plan, CTQ Chart, Dashboard Measurement Plan, Data Collection Plan, DMAIC Project Plan, DMAIC Tollgate Presentation, FMEA, Force Field Diagram, Implementation Plan – Detailed, Implementation Plan – High Level, Pilot Plan, Process Monitoring Plan, Process Value Analysis, Project Charter, Project Storyboard, Quick Win Identification, Response Plan, Sigma Calculator, SIPOC, Solutions Benefits and Implications, Solutions Prioritization Matrix, Solutions Selection Matrix, Stakeholder Identification, Stakeholder Management Plan, Stakeholder Map, Standardized Procedures, Team Meeting Agenda, Team Profile, VOC Research Plan, XY Matrix.

8.2.4.10 The bidder will be required to arrange and facilitate a site visit for students to an organisation that has implemented or is implementing Six Sigma.

8.2.4.11 The Bidder will be required to provide a feedback report after each session completed and a consolidated report on a monthly basis.

### 8.3 REFERENCES

To provide the name(s) of at least three (3) current customers where lean Six Sigma training has been delivered and resulted in intimation accredited certificate in the last two years. You must include: company name, contact name, address, phone number, duration of contract, a brief description of the services which you provided.

## 9 INSTRUCTIONS TO BIDDER(S)

**9.1** Bids must be properly packaged and deposited in the below mentioned tender box on or before the closing date and before the closing time at the Tender Submission Office situated at:

SARS Procurement Centre  
Brooklyn Bridge  
Linton House - Ground floor  
570 Fehrsen Street  
Brooklyn, Pretoria

**9.2** Bid documents may either be posted to The Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address.

**9.3** Bid documents will only be considered if received by SARS before the closing date and time, regardless of the method used to send or deliver such documents to SARS.

**9.4** Late Bids will not be accepted and shall be returned to Bidder(s).

**9.5** The Bidders are required to complete **in full** the Electronic Bid Information Pack and submit it back as a soft copy. Electronic Bid Information Pack consists of the following:

- Bidder Details
- Supplier Registration Form
- Pricing Schedule
- Annual Financial Statements

Furthermore, the Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) CD-ROM with content of each file by the **26 NOVEMBER 2012 at 11H00**. Each file and information in the CD-ROM must be labelled and submitted in the following format:

#### 9.5.1 FILE 1

##### Section 1

- Pre-qualification documents (SBD documents)

#### Section 2

- Technical Responses
- Supporting documents for technical responses
- References/testimonials

#### Section 3

- Company profile
- Supplementary information

#### Section 4

- General Conditions of Contract (GCC)
- Draft Service Level Agreement (SLA) (Draft SLA will be issued on SARS website on 7 November)

### 9.5.2 FILE 2

#### Section 1

- BEE Certificate

#### Section 2

- Pricing Schedule
- 3 years audited Financial statements

Each file and CD-ROM must be marked correctly and sealed separately for easy reference during the evaluation process.

## 9.6 AGREEMENTS

### 9.6.1 General Conditions of Contract

Any award made to a Bidder under this BID is conditional, amongst others, upon –

- 9.6.1.1 SARS and such Bidder concluding a services agreement [Services Agreement] regulating the specific terms and conditions applicable to the provision of Lean Six Sigma training in terms of this RFP.

9.6.1.2 SARS reserves to itself the right to vary the proposed terms and conditions of the Services Agreement during the course of contract negotiations with a successful Bidder (including for purposes of better giving effect to the objectives). Pending the conclusion and signing of the Services Agreement, the successful service provider will be bound by the terms and conditions of the SARS General Conditions of Contract.

## **9.7 Service Level Agreement (SLA)**

SARS will issue a Services Level Agreement on the website on the 7<sup>th</sup> of November 2012. The Services Agreement constitutes the minimum terms and conditions upon which SARS will be prepared to contractually engage the prospective Bidder(s) to render the services under this BID. Bidders are requested to:

- 9.7.1 Comment on the terms and conditions set out in the Services Agreement and where necessary, make proposals to the terms and conditions;
- 9.7.2 Each commentary and/ amendment must be explained; and,
- 9.7.3 All changes and/or amendments to the Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

SARS reserves the right to accept or reject any or all changes or amendments proposed by Bidders. In addition, SARS reserves the right to change, amend or add to the terms and conditions.

## **10 Evaluation and selection criteria**

SARS has set minimum standards (Gates) that a Bidder(s) needs to meet in order to be evaluated and selected as a successful Bidder(s).

The minimum standards consist of the following:

- Pre-Qualification Criteria (Gate 0) – Bidder(s) must submit all Standard Bidding Documents as outline in 10.1
- Technical Evaluation Criteria (Gate 1) – Bidder(s) must attain a minimum of 80 out of 100 points.
- Price and BEE evaluation (Gate 2) – This will be evaluated out of 100 points and will only apply to Bidder(s) who have met the technical threshold of 80 points.

### **10.1 Pre-Qualification Criteria – Gate 0**

Without limiting the generality of SARS's other critical requirements for this Bid, a Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective Bidder(s). The Bidder(s) proposal may be disqualified for non-submission of any of the documents.



**Table 1**

Name of the document that must be submitted	Non-submission may result in disqualification?
Response to Bid Letter	YES – Please complete and sign the supplied pro forma document.
Tax Clearance Certificate – SBD 2	<b>YES</b> – Please submit a valid and original copy of the certificate.
SARS' s Oath of Secrecy	<b>YES</b> – Please complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
Invitation to Bid – SBD 1	<b>YES</b> – Please complete and sign the supplied pro forma document.
Pricing Schedule – SBD 3.3	<b>YES</b> – Please submit full details of pricing proposal to SARS on Annexure B.
Declaration of Interest – SBD 4	<b>YES</b> - Please complete and sign the supplied pro forma document.
SBD 6.1 – Preference Point Claim Form	<b>No</b> –Non-submission will lead to a zero score on BEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	<b>YES</b> - Please complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	<b>YES</b> - Please complete and sign the supplied pro forma document

## 10.2 Technical Evaluation (Gate 1) (90 + 10 = 100) = 100 Points

Only Bidder(s) that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for Technical Adjudication Criteria. In the Technical analysis criteria, Bidder(s) will need to attain a minimum of 80 out of 100 points.

The Bidder(s)' information will be scored according to the following points system:

Technical Adjudication Criteria	Points
Technical analysis <ul style="list-style-type: none"> <li>• Capability to deliver the services</li> <li>• Experience to deliver on the scope</li> <li>• Resources</li> <li>• Samples of training manuals</li> <li>• Reference/Testimonials from clients</li> </ul>	100

### 10.3 Price and BBBEE evaluation (Gate 2) (90 + 10) = 100 Points

#### Stage 1 – Price Evaluation (90 points)

Adjudication Criteria	Points
Price Evaluation $P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

Where

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

#### Stage 2 – BBBEE Evaluation (10 points)

Adjudication Criteria	Points
BBBEE Evaluation (BBBEE Certificate and/or submission of SBD 6.1)	10

The checklist below indicates the BBBEE documents that must be submitted for tenders, failure to submit will result in scoring zero for BBBEE.

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

- Joint Venture (JV) – Certificates of both companies must be included as illustrated.
- <http://www.thedti.gov.za/bee/notice32467.pdf> Notice from the Minister of Trade & Industry on the accredited verification agencies.
- [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php) List of SANAS Accredited Verification Agencies on behalf of the DTI.

### **Stage 3 (90 + 10 = 100 points)**

The Price and BBBEE points will be added together.

#### **10.4 Financial Statement analysis**

The financial statement analysis will only be conducted on the recommended bidder(s) once the evaluation of Price and BBBEE have been completed. The financial statement analysis will be used to determine the financial stability of the recommended bidder(s).

### **11 SPECIAL CONDITIONS OF THIS BID**

#### **11.1 SARS reserves the right**

- 11.1.2 Not to award or cancel this BID at any time and shall not be bound to accept the lowest or any Bid.
- 11.1.3 To negotiate with one or more preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s).
- 11.1.4 To accept part of a Bid rather than the whole Bid.
- 11.1.5 To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after Bids have been evaluated and/or after the preferred Bidder(s) have been notified of their status as such.
- 11.1.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Bidder(s), whether before or after adjudication of the Bid.
- 11.1.7 To correct any mistakes at any stage of the Bid that may have been in the Bid documents or occurred at any stage of the Bid process.

#### **11.2 SARS requires Bidder(s) to declare**

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

- 11.2.1 List the names of the key individuals i.e. representative of the Bidder(s) that will act on behalf of the Bidder(s) if successful in this Bid.
- 11.2.2 Confirm that the Bidder(s) is to: –
  - 11.2.2.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
  - 11.2.2.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;

- 11.2.2.3 Seek from SARS appropriate and available information regarding the objectives of employee recognition & award and related services;
- 11.2.2.4 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 11.2.2.5 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 11.2.2.6 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 11.2.2.7 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 11.2.2.8 To conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 11.2.2.9 To ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

### **11.3 Conflict of interest, corruption and fraud**

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

- 11.3.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this BID;
- 11.3.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 11.3.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or

entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

has in the past engaged in any matter referred to above; or

- 11.3.7 has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

#### **11.4 Misrepresentation during the tender process and lifecycle of the contract**

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

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the Services Agreement between SARS and the Bidder for the provision of the Service in question. In the event of a conflict between the Bidder's proposal and the Services Agreement concluded between the parties, the Agreement will prevail.

#### **11.5 Preparation Costs**

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

#### **11.6 Indemnity**

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

#### **11.7 Precedence**

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

#### **11.8 Limitation of Liability**

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

## **11.9 Tax Compliance**

No tender shall be awarded to a Bidder whose tax affairs are not in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to SARS. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract. The Bidder will be required to submit the tax clearance upon expiry of the TCC.

## **11.10 National Treasury**

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

## **11.11 Governing Law**

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

## **11.12 Responsibility for sub-contractors and Bidder's personnel**

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

## **11.13 Confidentiality**

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

No part of the Bid 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 Tender. This Bid 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 Bid 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 Bid relates; or (ii) the process which follows this Bid Failure to adhere to this requirement may result in disqualification from the Bid process and civil action.

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

#### **11.14 SARS proprietary information**

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

#### **12 ANNEXURE A – TECHNICAL SCORECARD**

< See attached Pricing Schedule>

#### **13 ANNEXURE B – PRICING SCHEDULE**

< See attached Pricing Schedule>