

REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR
CUSTOMISATION AND IMPLEMENTATION OF AN
ACCREDITED (NQF LEVEL 6) PROGRAMME FOR DEBT
MANAGEMENT**

DATE ISSUED: 01 September 2017

CLOSING DATE: 03 October 2017

TENDER BOX:

GROUND FLOOR, LINTON HOUSE
BROOKLYN BRIDGE
570 FEHRSEN STREET
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.

2. OVERVIEW OF SARS

Our Mandate

In terms of the South African Revenue Service Act, 1997 (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

- Fairness;
- Integrity;
- Trust;
- Honesty;
- Accountability;
- Respect; and
- Transparency.

Our Core Outcomes

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

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from institutions, herewith referred to as bidders, to partner with SARS for the customisation and implementation of accredited (NQF level 6) programme for Debt Management.

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.

4. LEGISLATION

4.1. TAX LEGISLATION

Bidder(s) must be compliant when submitting a bid to SARS and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

4.2. 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); Preferential Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3. TECHNICAL LEGISLATIONS AND/OR STANDARDS

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

5. BRIEFING SESSION

Interested parties have an option to attend a **non-compulsory** briefing session that will be held at

Linton House, Brooklyn Bridge, 570 Fehrnsen Street, Brooklyn, Pretoria, on 12 September 2017 at **11H30**, in order to clarify to bidders the scope of work to be executed.

6. DURATION OF CONTRACT

The successful bidder will be appointed for a period of forty eight (48) months.

7. TIMELINE OF THE BID PROCESS

The **period of validity** of the tender and the withdrawal of offers, after the closing date and time, is 180 days.

The project timeframes of this bid are set out below:

Activity	Date Due
Advertisement of bid in the Government Tender Bulletin	01 September 2017
Advertisement on eTender portal	01 September 2017
Distribution of bid documents on SARS website	04 September 2017
Non-Compulsory Briefing session	12 September 2017 at 11H30
Questions relating to the bid from bidder(s)	01 September – 19 September 2017
Bid Closing Date	03 October 2017 at 11H00
Notice to bidder(s)*	*November/ December 2017

*Dates subject to change

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

Any time or date in this bid is subject to change at SARS's sole 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 (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT

A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc rft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send them to the above email addresses.

9. SCOPE OF WORK

9.1 BACKGROUND

SARS strives to build a culture where its workforce can thrive, develop their skills and talent, and deliver an outstanding service towards SARS's strategic objective of efficient and effective revenue collection. In order for this to be attained seamlessly, SARS requires the services of a higher learning institution, herewith referred to as the bidder, to partner with the SARS Institute of Learning (SIOL), for the duration of forty eight (48) months.

The successful bidder will be required to customise and implement accredited programmes for Debt Management. The programme should be a National Qualification Framework (NQF) level 6 and accredited by the South African Qualification Authority (SAQA).

The objective of the programme is to improve the competencies of SARS employees in line with the SARS Debt Management competency framework. This will enhance their function of revenue collection and assist in aligning it to the SARS strategy. The strategy translates to addressing the challenge of the significant debt book, which refers to improving capacity and capability in dealing with the debt book and, also strengthening SARS's capacity and capability to manage the tax debt.

9.2 SCOPE OF SERVICES

The successful bidder will be required to:

9.2.1 CUSTOMISE AN EXISTING PROGRAMME

Below is a list of the recommended modules and content for the programme. The successful bidder(s) will be required, where applicable, to align the programme to include but not limited to the following:

9.2.1.1 Accounting

- Accounting concepts and conventions;
- Forms and nature of enterprises;
- Different types and concepts of financial reports;

- Basis of financial reporting; and
- Analysis and interpretation of financial statements.

9.2.1.2 Taxation

- Taxation principles and processes;
- Various complex taxation problems from a legal and business perspective;
- Taxation legislation and regulations;
- Application of taxation practices;
- Taxation disciplines, values, ethics and attitudes; and
- Tax Administration Act.

9.2.1.3 Debt Management

- Assessment and allocation of debt collecting accounts according to risk profile;
- Application of telephone techniques for debt collection;
- Application of key legislation, codes of conduct and ethics in the debt recovery context;
- Effective communication with internal and external stakeholders;
- Agreement negotiation; and
- Application and understanding of the legal requirements relevant to the liquidation of debt.

9.2.1.4 Legal

- Companies Act No. 71 of 2008, including Business Rescue regulatory framework;
- Insolvency Act No. 24 of 1936;
- Promotion of Administrative Justice Act No. 3 of 2000; and
- Promotion of Access to Information Act No. 2 of 2000.

9.2.1.5 Audit

- The business environment and the role of internal audits;
- The role of the internal audit activity in governance, risk and control as well as compliance with international standards of internal auditing;
- Code of Ethics and Standards for the Professional Practice of Internal Auditing; and
- Techniques of internal auditing.

9.2.1.6 Business Management

- Fundamentals of business management;
- Assessment of internal and external environmental analyses;
- Strategic thinking and decision making;
- Problem-solving in general business management disciplines; and
- Decision making under conditions of uncertainty.

9.2.1.7 Business Communication

- The nature and process of communication;
- Persuasive business messages;
- Listening and non-verbal communication;
- Internal and external communication across cultures;
- Business language;
- Business grammar and style;
- Written communication;
- Oral communication;
- Visual and graphical communication; and
- Ethics in business communication.

9.2.1.8 Ensure quality assurance and sign-off of all materials customised.

9.2.1.9 Ensure that the customised programme has at least the following modules as outlined above:

- Accounting;
- Taxation;
- Debt Management; and
- Legal.

9.2.2 IMPLEMENTATION

9.2.2.1 Structure and duration

- Structure and align the programme, and run it over a period of ten (10) to twelve (12) months. *Bidders are advised to take note of SARS peak period which is from January to March.*
- Structure and propose the roll-out of the programme on a block-release / contact sessions per month.
- The expected commencement date of the programme is April 2018.
- The delivery methodology will be more workplace integration learning and classroom training. E-learning may also be used where applicable.

Please note: *Bidders are required to present proposals on the basis of a block release as well as contact sessions per month.*

9.2.2.2 Administration of the programme

- Provide facilitators, assessors and moderators that are accredited / qualified in line with the unit standard relative to the course.
- Provide an orientation launch for the academic year which will include programme

objectives, outcomes, criteria, method of evaluation and information relevant to the nominated SARS delegates.

- Provide resource plans for the full duration of the programme.
- Enrol and register approximately 360 delegates over a four (4) year period as nominated by SARS in cohorts of 25 - 30. The estimated delegates for enrolment are 90 in 2018, 90 in 2019, 90 in 2020 and 90 in 2021. ***Bidders are advised to note that the numbers of estimated delegates are indicative only.***
- Utilise the relevant data, as administered by SARS, to inform the developmental needs per delegate.
- Coordinate and manage the interface between SARS delegates and the bidder.
- Make provisions for SARS management to attend the simulations / presentations (summative assessments) made by delegates to provide feedback.

9.2.2.3 Learning Resources

- Provide the learning material to SARS delegates.
- Provide access to other learning resources such as libraries and knowledge hubs.

9.2.2.4 Venue

- Provide training venues in Pretoria and Johannesburg.

9.2.2.5 Reporting

- Compile and submit progress reports per cohort as and when required.
- Inform SARS of the conduct of delegates that impacts the delivery of the programme or the Service Agreement.
- Compile and submit a close-out report (i.e. the performance of the delegates and their attendance of the training programmes, the challenges encountered and how they were overcome, and a comment on whether or not the objectives of the Services Agreement were met, as expressed in this RFP document).

9.2.3 ACCREDITATION

- Ensure that the customised programme is aligned with an existing National Qualifications Framework (NQF) Level 6 programme.
- Ensure that the programme is accredited by SAQA as NQF level 6.
- Award an NQF level 6 qualification to delegates who successfully completed the programme at a graduation ceremony.

9.2.4 POST AWARD OF TENDER

The successful bidder will be required to customise and be ready to roll out the program within ten (10) weeks post award of the tender.

9.3 SARS REQUIREMENTS FROM THE BIDDERS/ BIDDERS' RESPONSE

Bidders are required to submit their response to all the information requested in this section:

9.3.1 COMPANY PROFILE

Bidder should provide in their response, the following but not be limited to:

- organisational structure and infrastructure to render the services;
- staff complement (including lecturers and Course Convener) for the programme;
- level of expertise of key personnel who will be customising the programme (their accessibility, qualifications and experience); and
- full contact details of the key contact person / Accounts Manager.

9.3.2 METHODOLOGY / TECHNICAL APPROACH

9.3.2.1 Course Outline

Provide an outline / prospectus of the bidder's proposed programme that will be used to customise SARS' Debt Management Programme. The information provided must include but not be limited to: programme overview, entry requirements, key focus areas, module objectives, learning outcomes, duration of the programme, venue for contact learning, NQF level, credits and certification.

9.3.2.2 Customisation, Alignment and Implementation

- Clearly demonstrate how the bidder's programme / course content can be aligned and customised to SARS's recommended modules as outlined in Paragraph 9.2.1 (Customisation of an existing programme).
- Clearly demonstrate how the bidder's programme / course will be roll-out as outlined in Paragraph 9.2.2 (Implementation).

Please note, Bidders are required to present proposals on the basis of a block release and contact sessions per month.

9.3.2.3 Project Plan

Bidders should include in their proposal:

- A comprehensive project management approach.
- Timeline including milestones, deliverables and activities.

Please note:

- Bidders must take into account paragraph 9.2.2 (Implementation) and 9.2.4 (Roll-out of programme within 10 weeks of award of tender) in their response.

- *Bidders are advised to take note of SARS peak period which is from January to March.*

9.3.3 TESTIMONIAL

Bidder should provide two (2) testimonial letters from current / recent clients (not older than 5 years) where similar programmes were implemented. The testimonial letters must be on a company letterhead and include the following: company name, contact name, address, phone number, duration of contract, a brief description of the services rendered and the level of customer satisfaction.

10. INSTRUCTIONS TO BIDDER(S)

- 10.1 Bids must be properly packaged and deposited in the below mentioned tender box on or before the Closing Date and time at the SARS Tender Office situated at:

Ground Floor - Linton House
Brooklyn Bridge
570 Fehrsen Street
Brooklyn
Pretoria

- 10.2 Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.
- 10.3 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.
- 10.4 Late bids will not be accepted and shall be returned to bidder(s).
- 10.5 The bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) CD-ROM with the contents of each file by the closing date and time.
- 10.6 Each file and CD-ROM must be marked correctly and sealed separately for ease of reference during the evaluation process. Pricing information should not be included in the technical file. Furthermore, the file and information in the CD-ROM must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> • Bidder Compliance Checklist for the Technical Evaluation (Annexure A2) • Response to Technical Requirements • Supporting documents for the technical responses
Exhibit 3 <ul style="list-style-type: none"> • Bidder's profile • Supplementary information 	Exhibit 4 <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Services Agreement
FILE 2 (ONLY PRICE AND B-BBEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate • SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule
Please note: SARS request that bidders use Lever Arch files to package their proposals.	

11. 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 documents, as outlined in paragraph 11.1 below.
- Technical Evaluation Criteria (Gate 1)** – Bidders will be evaluated out of 100 points and must achieve a minimum threshold of 70 points.
- Price and B-BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 points and B-BBEE out of 20 points. Price should be inclusive of all direct and indirect costs.

11.1. 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 11A** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). A bidder's proposal may be disqualified for non-submission of any of the documents.

Table 11A: Documents that must be submitted for Pre-qualification:

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to Bid – SBD 1	YES – complete and sign the supplied pro forma document.
Tax Compliance status pin	YES – Submit Tax Compliance status pin
Central Registration Report (Central Database System) from National Treasury	YES – South African Service Providers must register on Central Database System and submit the Report as confirmation of registration.
Pricing Schedule – SBD 3.3	YES – complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1	NO – non-submission will lead to a zero score on B-BBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES – complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES – complete and sign the supplied pro forma document.
Pricing Schedule	YES – submit full details of the pricing proposal to SARS in Annexure B.
General Conditions of Contract (GCC)	YES – sign the supplied GCC form.
SARS's Oath of Secrecy	YES – complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Bidder Compliance Form for Technical Evaluation	YES – complete and sign.
Mandatory Requirement	
Accreditation with the South African Council on Higher Education (CHE) or other recognised accreditation bodies.	
SARS reserves the right to request additional information from bidders or directly contact the relevant bodies in order to validate accreditation.	

11.2. TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only bidder(s) that meet the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for

functionality.

Bidders will be evaluated out of 100 points and are required to achieve the minimum threshold of 70 out of 100 points.

Only bidders that have obtained a threshold of 70 out of 100 points will proceed to Gate 2 for Price and B-BBEE evaluations.

Please note: SARS reserves the right to invite bidders for a presentation for technical clarification.

11.3. PRICE AND B-BBEE EVALUATION (GATE 2) (80 + 20) = 100 POINTS

11.3.1. Stage 1 – Price Evaluation (80 points)

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

Where

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

11.3.2. Stage 2 – B-BBEE Evaluation (20 points)

a. B-BBEE Requirements

In line with the requirements of the Preferential Procurement Regulations, 2017 (*Government Gazette* No. 40553) to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) [the “PPPFA”] tenders that have achieved the minimum qualifying score for functionality will be evaluated further in terms of the prescribed preference point systems:

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

b. Bid Evaluation Process Gate 2: B-BBEE EVALUATION

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Points Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate.

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in bidders scoring zero (0) for B-BBEE.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS accredited rating agency or a Registered Auditor approved by IRBA or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS accredited rating agency or a Registered Auditor approved by IRBA.
Large Enterprise (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS accredited rating agency or a Registered Auditor approved by IRBA.

Bidders who do not claim Preference Points will be scored zero for B-BBEE, but will not be excluded from the tender process. Bidders who do not complete a SBD 6.1 in its entirety will not be awarded points for B-BBEE.

SARS will accept a B-BBEE certificate issued on the revised B-BBEE Codes.

c. Use and acceptance of Affidavits

All companies will need to request information which proves Black Ownership and turnover in addition to the Affidavit, or request that their EME / QSE suppliers be verified and have this confirmed in the Affidavit.

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

d. Joint Ventures and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

e. Sub-contracting

Bidders who want to sub-contract will have to comply fully with regulation 12(3) of the Preferential Procurement Regulations, 2017 with regard to sub-contracting:

Regulation 12(3) – Subcontracting after award of tender

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

f. Proof of Existence: Joint Ventures and/or Sub-Contracting

Bidders must submit concrete proof of the existence of joint ventures and/or sub-contracting arrangements. SARS will accept signed agreements as acceptable proof of the existence of a joint venture and/or sub-contracting arrangement.

The joint venture and/or sub-contracting agreements must clearly set out the roles and responsibilities of the Lead Partner in the joint venture and/or sub-contracting party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party / parties in respect of matters pertaining to the joint venture and/or sub-contracting arrangement.

11.3.3. Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated to determine the successful Bidder.

12. AGREEMENTS

12.1. GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder under this bid is conditional, amongst others, upon –

- a. The bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the successful bidder.

- b. The bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the bidder.

12.2. SERVICES AGREEMENT

- a. Upon award, SARS and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft Services Agreement included in this tender pack.
- b. SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during the course of negotiations with a bidder by amending or adding thereto (including for purposes of better giving effect to the objectives in paragraph 2 above).
- c. Bidders are requested to:
 - Comment on the terms and conditions set out in the draft Services Agreement and where necessary, make proposals to the terms and conditions;
 - Each comment and/or amendment must be explained; and
 - All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.
- d. SARS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

12.3. SPECIAL CONDITIONS OF THIS BID

SARS reserves the right:

- a. Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- b. 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).
- c. To follow a two-stage bidding procedure, when it may have been undesirable or impractical to prepare complete detailed technical specifications in advance. Only the shortlisted bidder(s) may be invited to participate in the second stage of the process.
- d. To accept part of a bid rather than the whole bid.
- e. 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.
- f. 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.
- g. 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.

12.4. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SARS reserves its right to disqualify any bidder who either through itself or any of its 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 fifteen percent [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"):

- a. 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;
- b. 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;
- c. 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;
- d. 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;
- e. 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;
- f. 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;
- g. has in the past engaged in any matter referred to above; or
- h. 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.

12.5. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The Bidder should note that the terms of its bid will be incorporated in the proposed Services Agreement by reference and that SARS relies upon the bidder's bid 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 bid 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 services in question.

12.6. 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.

12.7. 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.

12.8. 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.

12.9. 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.

12.10. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. 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 (TCC) 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.

12.11.NATIONAL TREASURY

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who has 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.

12.12.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.

12.13.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 and in particular the provisions of paragraph 11.3.2 above. 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.

12.14.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 bid proposal(s) will be disclosed by any bidder or other person not officially involved with SARS's examination and evaluation of a bid.

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 bid. 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 bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

12.15.SARS PROPRIETARY INFORMATION

A bidder will make a declaration on its bid covering letter 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.

13. TECHNICAL EVALUATION CRITERIA

ANNEXURE A1 - TECHNICAL EVALUATION SCORECARD – 100 points

No.	Technical Evaluation Criterion	Weight	RFP Doc. Reference
1.	Company profile	10	
1.1	<p>Bidder should provide in their response, the following but not be limited to:</p> <ul style="list-style-type: none"> organisational structure and infrastructure to render the services; staff complement (including lecturers and Course Convener) for the programme; level of expertise of key personnel who will be customising the programme (their accessibility, qualifications and experience); and full contact details of the key contact person / Accounts Manager. 		Refer to Section 9.3.1
2.	Methodology / Technical Approach	75	
2.1	<p>Course Outline</p> <p>Provide an outline/prospectus of the bidder's proposed programme that will be used to customise SARS' Debt Management Programme.</p> <p>The information provided must include but not be limited to: programme overview, entry requirements, key focus areas, module objectives, learning outcomes, duration of the programme, venue for contact learning, NQF level, credits and certification.</p>		Refer to Section 9.3.2
2.2	<p>Customisation, Alignment and Implementation</p> <ul style="list-style-type: none"> Clearly demonstrate how the bidder's programme / course content can be aligned and customised to SARS's recommended modules as outlined in Paragraph 9.2.1 (Customisation of an existing programme). Clearly demonstrate how the bidder's programme / course will be roll-out as outlined in Paragraph 9.2.2 (Implementation). 		
2.3	<p>Project Plan</p> <p>Bidders should include in their proposal:</p> <ul style="list-style-type: none"> A comprehensive project management approach. 		

No.	Technical Evaluation Criterion	Weight	RFP Doc. Reference
	<ul style="list-style-type: none"> Timeline including milestones, deliverables and activities. 		
3	TESTIMONIAL	15	
3.1	Bidder should provide two (2) testimonial letters from current / recent clients (not older than 5 years) where similar programmes were implemented. The reference letters must be on a company letterhead and include the following: company name, contact name, address, phone number, duration of contract, a brief description of the services rendered and the level of customer satisfaction.		Refer to Section 9.3.3

14. ANNEXURE B – PRICING SCHEDULE

Bidders to refer to the following pricing schedules:

- **Annexure B** – Pricing Schedule

15. ANNEXURE C – DRAFT SERVICE LEVELS

Bidders to refer to the following draft service level:

- **Annexure C1** – Draft SLA
- **Annexure C2** – Performance Matrix