

REQUEST FOR PROPOSAL

DESCRIPTION:

PROVISION OF THE EMPLOYEE ENGAGEMENT SURVEY FOR SARS

DATE ISSUED: 28 September 2015

CLOSING DATE: 26 October 2015 at 11H00

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

F – Fairness; **A** – Accountability; **I** – Integrity; **R** - Responsibility

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 potential Bidder(s) for the provision and facilitation of the Employee Engagement Surveys for SARS.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential successful bidder required by SARS.

This RFP does not constitute an offer to do business with SARS, but merely serves as an invitation to potential bidder(s) to facilitate a requirements-based decision process.

4. LEGISLATIVE METHODOLOGY OF THE BID

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 Methodology Act, 2000 (Act No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3. TECHNICAL LEGISLATIONS AND/OR STANDARDS

The Bidder(s) should be cognisant of all relevant legislation and/or standards applicable to the provision of the services required.

4.4. OTHER APPLICABLE LEGISLATION

4.4.1 Bidder(s) must be compliant for the entire contract term with all applicable labour legislation, including but not limited to the Basic Conditions of Employment Act, 1997 (Act, 1997 (Act No. 75 of 1997), the Labour Relations Act, 1995 (Act No. 66 of 1995) and any Collective Bargaining Agreements.

4.4.2 Bidder(s) must note the provisions contained in the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), as well as the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000) are applicable to this tender.

5. BRIEFING SESSION

A non-compulsory briefing session will be held at Linton House, Brooklyn Bridge, 570 Fehrser Street, Brooklyn, Pretoria, on **06 October 2015 at 14H00**, to clarify to potential bidder(s) the scope and extent of work to be executed.

6. DURATION OF CONTRACT

The successful bidder will be appointed for a period of 6 years to facilitate 3 Employee Engagement Surveys conducted every 2 years. The survey deployment cycle is subject to change. The successful bidder is therefore expected to have the flexibility to respond to changes in organisational needs.

7. TIMELINE OF THE BID PROCESS

The **validity period** 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	25 September 2015
Advertisement of bid in the Sunday Times newspaper	27 September 2015
Distribution of bid documents on SARS website	28 September 2015
Non compulsory briefing session	06 October 2015 at 14H00
Questions relating to the bid from potential Bidder(s)	20 October 2015
Bid closing date	26 October 2015 at 11H00
Notice to bidder(s)*	December 2015

*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(s) 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 potential bidder(s) can make enquiries in writing, to the specified person, Mr Aser Makgate (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc fft-professionalservices@sars.gov.za. Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

9. SCOPE OF WORK

9.1 BACKGROUND

The employee engagement survey enables the organisation to assess levels of employee engagement and ultimately develop interventions to help each employee feel valued, recognised and worthy. The level of employee engagement i.e. engagement score, tells SARS how motivated, fulfilled and committed its employees are.

The objective is to provide SARS employees the opportunity to rate their organisational work experience and share ideas through an online survey administered by an independent external service provider.

SARS has years of data, trends and analysis from previous engagement reports. The available information will be shared with the successful service provider as a baseline.

SARS will provide the successful bidder with the following:

- a. Questionnaire in excel format
- b. Organisational structure
- c. Previous years engagement surveys results

9.2 SARS REQUIREMENTS FROM THE BIDDER(S)

The external service provider will be required to administer a secure, stable and easy to use web-based survey. The overall project must be supported by dedicated and knowledgeable resources that shall provide pre-planning, system development, deployment, execution and post survey support to SARS. SARS has a total headcount of 14000 employees nationally. The service provider will be expected to accommodate an estimated number of 100 visually impaired employees through the use of compatible software or telephonic interviews.

In order to effectively conduct the Employee Engagement Survey, a service provider will be required to provide and externally host the solution for SARS.

9.2.1 Project Support

- 9.2.1.1 Provide a summary of the Bidder's experience in managing the employee engagement survey and clearly indicate the number of years of experience as an entity in providing the services.
- 9.2.1.2 Provide proof of membership to a reputable professional research body through submission of certified copies of membership certificates.
- 9.2.1.3 Provide a summary of resumes and certified copies of relevant qualifications of all project team members to be assigned to SARS. Project team members must have 5 or more years of experience in research and/or employee engagement environment.
- 9.2.1.4 Provide the reference letters from 3 recent customers, in the past 5 years, with similar organisational structures as SARS, whom we may contact for references. Bidders must include: company name, contact name, address, phone number, duration of contract, a brief description of the services rendered.
- 9.2.1.5 Demonstrate capability and capacity to deliver the services for the duration of the contract.
- 9.2.1.6 Provide transfer of skill to the internal teams to enable the cascading of the survey findings to all levels in the organisation. Provide the train the trainer to SARS engagement team on the reporting tool with clear learning outcomes.
- 9.2.1.7 Provide and facilitate a two (2) day train-the-trainer session on the reporting tools and methods to approximately thirty (30) members of the SARS Employee Engagement Team. The training must be presented at the SARS Institute of Learning in Gauteng. The training course material must be provided to SARS in soft copy prior to commencement of the training.
- 9.2.1.8 Indicate willingness, flexibility and ease of doing business with SARS considering the dynamic business nature of SARS.
- 9.2.1.9 Provide a query support service to participants with a 24 hour turnaround resolution time during the survey deployments.
- 9.2.1.10 Provide the approach, processes and methodology that will be applied by demonstrating the alignment to the entire SARS requirements and scope of work.

9.2.2 Survey Planning

- 9.2.2.1 A dedicated project support team to ensure a robust survey planning process that will include but not limited to,
 - a. Redesign and customisation of the questionnaire.
 - b. Define the reporting hierarchy,
 - c. Design the survey procedures, administration methods, tools and templates to ease delivery.
 - d. Develop a project charter outlining all the project management and governance

principles to manage the entire project. The Charter will cover the planning, conceptualisation of approach and methodology, review of existing survey questionnaire as well as review of marketing and communication plans

- e. Provide a comprehensive list of all the websites that are linked to the survey to be whitelisted to ensure ease of accessibility.

9.2.2.2 Customise survey questionnaire in line with SARS priorities and focus areas.

9.2.2.3 Ensure compliance to IT security protocols for ease of accessibility and integrity.

9.2.2.4 Ensure availability and uptime of the systems to avoid service failure during survey periods.

9.2.2.5 Test and pilot of the web based system and tools to be concluded before go live date including the compatibility of visually impaired tools.

9.2.2.6 Demonstrate the integrity assurance on the tools for visually impaired employees and telephonic interviews

9.2.3 Functionality System Requirements (Communication)

Provide a communication system that will ensure the following integrated functionality supported by screen dumps:

9.2.3.1 Generate emails to approximately 14 000 employees to communicate the purpose of the engagement survey and its timelines.

9.2.3.2 Email invitations to 14 000 employees to participate in the survey

9.2.3.3 Email reminders to the participants at various stages during the survey.

9.2.4 Data analysis and Reporting

SARS expects the successful bidder to adhere to the reporting requirements as detailed below:

9.2.4.1 Provide the daily response rate tracking and quotas reports during the period of the survey.

9.2.4.2 Provide a data rich diagnostic report by providing a comparative analysis of current and previous results against credible and relevant external benchmarks, both nationally and internationally that enables and support focused business strategies.

9.2.4.3 Provide an interactive reporting tool to enable the user to correlate and compare various slices (segments) of data relevant to specific business priorities.

9.2.4.4 Generate customised power point presentations of results for ease of presentation and discussion. This will be applicable to divisional, sub divisional, and business unit reports, or any other variable required as set out during the survey planning stage.

9.2.4.5 Provide the following reports, which list is not exhaustive:

- EXCO summary report (1)
- SARS overall report (1)

- Divisional/Business Units reports (9)
- Sub divisional reports (34)
- Talent pool segments (1)

9.2.4.6 Adhere to a 24 hour turnaround time for resolution of reported or identified technical issues during survey deployment and on the reporting tool

9.2.5 Survey Results Presentation and Action Planning

9.2.5.1 Present an executive summary of the overall results together with recommendations and proposed improvements to SARS EXCO for action planning.

9.2.5.2 Attend a minimum of four meetings to present the results after each survey.

9.2.5.3 Deliver a detailed SARS wide, divisional and business units reports with overall results, key strengths and opportunities for improvement and recommendations.

9.2.5.4 Ensure the transfer of skill to the internal teams to enable the cascading of the survey findings to all levels in the organisation. This will include amongst others a results interpretation; present the findings and action planning session delivered on site and implementation of improvement plans.

9.2.5.5 Provide an online action planning tool, supported by a well-researched data base of best practice that will support the creation, tracking and monitoring of action plans by the respective managers and human resources professionals.

9.2.5.6 Provide a user friendly and structured process supported by a well-researched database of best practice to enable line managers to take ownership of the outcomes and translate these into meaningful actions for enhanced business productivity.

9.2.5.7 Provide survey results to managers in accessible and actionable formats through interactive electronic reports and customisable power point presentations.

9.2.5.8 Provide a detailed priority matrix indicating high risks areas of concerns (hot spots) across a series of demographic areas – i.e. region, business divisions, generations, levels, tenure, etc.

9.2.5.9 Evaluate outcomes of the priority matrix and compare against established industry benchmarks

9.2.6 Project timelines

SARS requires the successful bidder to provide implementation/project plan with clear timelines and milestones in accordance with the expected delivery/commencement date of the survey:

9.2.6.1 Alignment to SARS security protocol, customisation, and upload of SARS email and previous year scoring data – finalised 2 weeks after tender is awarded.

- 9.2.6.2 Issue of the invitations to SARS employees including the visually impaired employees
- 9.2.6.3 All reporting – finalised 2 weeks after the survey.
- 9.2.6.4 Daily Management report – daily progress report on all milestones.
- 9.2.6.5 Adhere to agreed turnaround times so as to provide efficiency and agility with which to turn the data around and provide customised reporting as and when required.
- 9.2.6.6 Adhere to agreed quality standards for the effective delivery of the project within scope, time and budget.

9.2.7 Survey Administration

- 9.2.7.1 The employee engagement survey questionnaire consisting of +100 items (overall), divided into 11 distinct dimensions, each on a separate page.
- 9.2.7.2 Questionnaire to be presented in electronic form to the employees
- 9.2.7.3 On a 5-point Likert scale (e.g. 5-point scale where 1 = completely disagree, 3 = indifferent, and 5 strongly agree) primarily used in questionnaires to obtain employee's preferences or degree of agreement with a statement or set of statements.

9.2.8 Architectural Guidelines

SARS requires the Bidder's solution to conform to the architectural guidelines in this section:

- 9.2.8.1 The technology platform offered to SARS must be based on Externally hosted outside of SARS where the Bidder provides connectivity via TCP/IP encrypted secure https internet and proxy connection to the application which is provisioned by the Bidder in a secure and SARS approved data centre. Given the importance of this application a dedicated, appropriately sized line is advised for connectivity and must be part of the solution.
- 9.2.8.2 The solution application must be accessible to all SARS employees via the standard IS web browser from the SARS Intranet – SharePoint.
- 9.2.8.3 Regardless of the application configuration the application must follow the SARS standard quality assurance, testing and change management processes before operating in production mode. While in production mode the Bidder must adhere to SARS operational practices in terms of problem management. All incidents impacting on system performance must be notified to SARS.
- 9.2.8.4 Full compatibility testing, auditing and performance testing will form part of the contract acceptance criteria.
- 9.2.8.5 During the period of usage the application must offer better than 99% system availability/uptime to its users – support contact and SLA's will be agreed.
- 9.2.8.6 Secure access to the Bidder's application must be provided to SARS employees. Bidder must demonstrate that its data centre environment has provisions for data backup and

recovery, disaster recovery and business continuity provisions in the event of a disaster.

- 9.2.8.7 The application must offer a session recovery capability in the event of system failure without any user data loss.
- 9.2.8.8 The Bidder, in consultation with the SARS incumbent service provider, must be capable of importing the previous year's data for purposes of comparison reporting.
- 9.2.8.9 The application operating environment must guarantee the confidentiality of SARS data which must not be available to third parties.
- 9.2.8.10 All data remains the property of SARS and all raw data must be handed over to SARS at the end of each survey period. All SARS data held by the Bidder must be destroyed and evidence of this presented to SARS, after the contract period. During the period of application operation, any decommissioned component bearing SARS data must be treated in terms of SARS information security requirements.
- 9.2.8.11 Any bulk e-mails sent by the Bidder as part of the application operation will be done in consultation with SARS IT to safeguard network performance.

9.2.9 IT Compatibility

Service provider to ensure compatibility to SARS IT Infrastructure, security regulations and landscape. The list below applies to the majority of SARS desktops and laptops:

- Adobe Reader 10.1.2
- Adobe Flash Player 15.0.0.152
- Adobe Flash Player Plugin 15.0.0.152
- Shockwave Player 12.0
- Adobe AIR 3.7.0.1530
- Java 7 Update 45
- Visual C++ 2012 redistributable 11.0.61030.0
- Microsoft .Net 4.5.2
- Silverlight 5.1.30214.0
- Xerox Printer Service 2.0.19.1
- Symantec Endpoint Protection 12.1.4013.4013
- Microsoft Office Viewers and Outlook 2010 (Standard SARS user)
- Microsoft Office Standard 2010 14.0.6029.1000 (Licensed Users)
- Microsoft Visio Viewer 2010 14.0.4763.1000
- Internet Explorer 11.0.20
- Jaws 15 and 16 (For the visually impaired)

9.3 EXPECTED COMMENCEMENT DATE

The expected commencement of the Employee Engagement Survey contract will be December 2015. The first survey is planned for February/March 2016.

9.4 TECHNICAL COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist as outlined in Annexure A2 in order to guide the evaluators where to find their technical responses.

10. INSTRUCTIONS TO BIDDER(S)

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 SARS Tender Office situated at:

Linton House - Ground Floor

Brooklyn Bridge

570 Fehrsen Street

Brooklyn, Pretoria

Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.

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.

Late bids will not be accepted and shall be returned to bidder(s).

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 **26 October 2015 at 11H00**.

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) 	Exhibit 2 <ul style="list-style-type: none"> • Service Provider Compliance Checklist for the Technical Evaluation (Annexure A2) • Response to Technical Requirements • Supporting documents for the technical responses • Reference letters
Exhibit 3 <ul style="list-style-type: none"> • Company profile • Any Supplementary/additional information supporting documents for the technical responses 	Exhibit 4 <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Services Agreement
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • BBBEE Certificate 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule

10.1. SARS REQUIRES SERVICE PROVIDER(S) TO DECLARE

In the Bidder(s) Technical Response, bidder (s) are required to declare the following:

- a. List the names of key individuals i.e. representative of the bidder (s) that will act on behalf of the Bidder(s) if successful in this bid.
- b. Confirm that the bidder (s) is to:
 - i. Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
 - ii. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the Services;
 - iii. Act with circumspection and treat SARS fairly in a situation of conflicting interests;
 - iv. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - v. Make adequate disclosures of relevant material information, including disclosures of

- actual or potential own interests, in relation to dealings with SARS;
- vi. Avoid fraudulent and misleading advertising, canvassing and marketing;
 - vii. Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
 - viii. Ensure that any information acquired by the bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

11. EVALUATION AND SELECTION CRITERIA

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

The minimum standards consist of the following:

- a. **Pre-Qualification Criteria (Gate 0)** – bidder(s) must submit all documents, as outlined in section 11.1 below.
- b. **Technical Evaluation Criteria (Gate 1)** – bidder(s) will be evaluated out of 100 points and must achieve a minimum threshold of 49 of 70 points for the desktop technical evaluation. Bidder(s) who have met the minimum threshold of 49 points for desktop technical evaluation will be invited for a presentation and system demonstration. Reference checks will also be conducted at this time.

The presentation, system demonstration and reference checks weighs 30 points. The bidder(s), who achieve the overall combined of both desktop and presentation score of 70 out of 100 points, will proceed to Gate 2 for Price and BEE.

- c. **Price and BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 90 and BBEE 10 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, 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). A Bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Tax Clearance Certificate – SBD 2	YES – Please submit a valid and original copy of the certificate.
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.
Invitation to Bid – SBD 1	YES – complete and sign the supplied pro forma document.
Pricing Schedule	YES – submit full details of the pricing proposal to SARS in Annexure B.
Declaration of Interest – SBD 4	YES – complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1 and BBBEE certificate	NO – Non-submission will lead to a zero score on BBBEE.
General Conditions of Contract (GCC)	YES – sign the supplied GCC form.
Declaration of Service Provider'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.
Service Provider Compliance Form for Technical Evaluation (Annexure A2)	NO – complete to assist with ease of reference during evaluation

11.2. TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only Bidder(s) that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

- Desktop Technical Evaluation – bidder(s) will be evaluated out of 100 points and must achieve a minimum threshold of 49 of 70 points for the desktop technical evaluation. bidder(s) who have met the minimum threshold of 49 points for desktop technical evaluation will be invited for a presentation.
- Presentation, system demonstration and reference checks – bidder(s) will be evaluated

out of 30 points.

- c. The overall combined score of both desktop and presentation must be equal or above 70 points in order to proceed to Gate 2 for Price and BEE evaluations.

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

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A1 - Technical Scorecard	70	49
Presentation, system demonstration and Reference Checks	30	N/A
OVERALL COMBINED POINTS	100	70

11.3. PRICE AND BBBEE EVALUATION (GATE 2) (90 + 10) = 100 POINTS

11.3.1. 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

11.3.2. Stage 2 – BBEE Evaluation (10 points)

a. B-BBEE Requirements

In line with the requirements of the Preferential Procurement Regulations, 2011 (*Government Gazette* No. 34350) to the Preferential Procurement Policy Methodology 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 5 - 80/20: A maximum of 20 points may be allocated to a Service Provider; or
- (ii) Regulation 6 - 90/10: A maximum of 10 points may be allocated to a Service Provider.

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

B-BBEE points may be allocated to Bidder(s) on submission of the following documentation or evidence:

- A duly completed Preference Point 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 Bidder(s) scoring zero for B-BBEE.

#	Classification	Turnover	Submission Requirement
1	Exempted Micro Enterprise (EME)	Below R5 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory Board for Auditors (“IRBA”) or a letter from an Accounting Officer as contemplated in the CCA.
2	Qualifying Small Enterprise (QSE)	Between R5 million and R35 million	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.

		p.a.	
3	Large Enterprise (LE)	Above R35 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.

Bidder(s) 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 fill SBD6.1 in its entirety will not be awarded points for BBEE.

c. 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.

d. Sub-contracting

Service Providers who want to claim preference points will have to comply fully with regulations 11(8) and 11(9) of the Preferential Procurement Regulations, 2011 with regard to sub-contracting:

Regulation 11(8)

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

Regulation 11(9)

A person awarded a contract may not sub-contract 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 sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

e. 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 primary Bidder and the joint venture and/or sub-contracting party. The agreement must also clearly identify the primary Bidder, 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 (90 + 10 = 100 points)

The Price and BBBEE points will be consolidated to determine the successful Service Provider.

12. AGREEMENTS

12.1. GENERAL CONDITIONS OF CONTRACT

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

- a. The service provider 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 service provider.
- b. The service provider submitting the General Conditions of Contract to SARS together with its Bid, duly signed by an authorised representative of the service provider.

12.2. 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 service provider (s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer

(BAFO).

- c. To accept part of a Bid rather than the whole bid.
- d. 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 service provider (s) have been notified of their status as such.
- e. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the service provider(s), whether before or after adjudication of the Bid.
- f. 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.

12.3. SERVICES AGREEMENT

- a. Upon award, SARS and the successful service provider will conclude 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 service provider by amending or adding thereto (including for purposes of better giving effect to the objectives in paragraph 2 above).
- c. Service Providers are requested to:
 - Comment on the terms and conditions set out in the 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 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 service provider if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

12.4. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SARS reserves its right to disqualify any service provider who either itself or any of whose members (save for such members who hold a minority interest in the service provider 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 Service Provider 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 Service Provider 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 service provider, 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 service provider should note that the terms of its bid will be incorporated in the proposed contract by reference and that SARS relies upon the service provider's bid as a material

representation in making an award to a successful service provider and in concluding an agreement with the service provider.

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

12.6. PREPARATION COSTS

The service provider 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 service provider in the preparation of their response to this bid.

12.7. INDEMNITY

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

12.10. TAX COMPLIANCE

No tender shall be awarded to a service provider who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful Service Provider in the event that it is established that such Service Provider 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 Service Provider in the event that such service provider does not remain tax compliant for the full term of the contract. The service provider will be required to submit the tax clearance upon expiry of the TCC.

12.11. NATIONAL TREASURY

No tender shall be awarded to a Service Provider 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 service provider should it be established, at any time, that a service provider 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 service provider 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 SERVICE PROVIDER'S PERSONNEL

A service provider 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 Service Provider to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the service provider 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 service providers's bid proposal(s) will be disclosed by any Service Provider 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, service providers 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 service provider will be disclosed to a service provider or any other person not officially involved with such process.

12.15. SARS PROPRIETARY INFORMATION

Service Provider will on their bid covering letter make declaration that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that service provider in a preferential position in relation to any of the other service providers.

13. TECHNICAL EVALUATION CRITERIA

13.1. ANNEXURE A1 Technical Evaluation Scorecard – 100 points

#	Technical Evaluation Criterion	Weight	RFP Doc. Reference
1	Project Support - Experience of the Service Provider	25	
1.1	<p>Demonstrate experience in the provision of employee engagement surveys by indicating:</p> <ul style="list-style-type: none"> • Number of years of relevant experience in providing research services. • Number of years of experience in conducting employee surveys and related services. • The name(s) of at least three (3) recent contactable customers, in the past five (5) years, with similar organisational structures as SARS, whom we may contact for references. Bidders must include: company name, contact name, address, phone number, duration of contract, a brief description of the services rendered. 		Refer to section 9.2.1
1.2	Provide proof of membership to a reputable professional research body (e.g. Southern African Marketing Research Association SAMRA).		
1.3	Provide the approach, processes and methodology that will be applied by demonstrating the alignment to the SARS requirements and scope of work.		
1.4	<p>Demonstrate the capability and capacity to deliver the service by indicating:</p> <ul style="list-style-type: none"> • Resources, roles and competency level of the project team to be assigned to SARS. Provide resumes illustrating profiles of the dedicated project team. • Years of experience in providing the technical support service for Employee Engagement Survey. • Support centre - Indicate the resources available to assist with queries. • Turnaround time/response time – indicate the turnaround 		

#	Technical Evaluation Criterion	Weight	RFP Doc. Reference
	<p>times to resolve any query.</p> <ul style="list-style-type: none"> • Indicate the number of dedicated project team members that will be assigned to SARS. • Demonstrate the ability to provide a 2 day train the trainer session on the reporting tool and the requirements and compliance standards before training commences. Give a brief overview of training content . 		
2	Functionality System Requirements (Communication)	5	
2.1	<p>Demonstrate that the proposed system will meet SARS requirements as outlined in section 9.2.3</p> <ul style="list-style-type: none"> • Ability to generate emails • Email invitations • Send reminders • Generate updated management information at every stage of the process 		Refer to section 9.2.3
2	Survey Administration and IT Infrastructure	25	
2.1	<p>Give a detailed description of the proposed survey tool and capability that is in line with the SARS IT requirements and is capable of handling questionnaires consisting of +100 items and 11 dimensions. Provide sample screen dumps of the survey tool.</p>		Refer to section 9.2.7
2.2	<p>Demonstrate systems capability and compatibility in relation to the following:</p> <ul style="list-style-type: none"> • Secure access to survey • System recognition of individual respondent's i.t.o. SARS employee • Flexibility in completion of the survey (e.g. Allowing the employee to save and continue later) • system compatability to Jaws in order to cater for the visually impaired employees. 		Refer to section 9.2.8
2.3	<p>Provide evidence that the proposed system complies and meets SARS requirements as outlined in section 9.2.8. This includes:</p> <p>a. Indicate which hosting arrangement the system complies with; either as specified in 9.2.8.1</p>		Refer to section 9.2.8 and 9.2.9

#	Technical Evaluation Criterion	Weight	RFP Doc. Reference
	b. In response to 9.2.8.1, indicate which operating environment is supported by the solution. c. Indicate compliance with 9.2.8.2 (Yes/No) d. Indicate compliance with 9.2.8.3 (Yes/No) e. In terms of 9.2.8.4, indicate the nature and extent of support required from SARS f. Indicate compliance with 9.2.8.5 (Yes/No) g. Indicate compliance with 9.2.8.6 (Yes/No). If no, indicate the actual system availability h. Indicate compliance with 9.2.8.7 (Yes/No). If no, describe the impact on the user in the event of system failure i. indicate compliance with 9.2.8.8 (Yes/No). j. Indicate compliance with 9.2.8.9 (Yes/No). k. In response to 9.2.8.10, provide evidence of how data will be destroyed. l. Indicate compliance with 9.2.8.11 (Yes/No) m. Demonstrate that your solution will be compatible to the SARS IT landscape in 9.2.9 n. Illustrate the complete operating environment by means of a schematic, illustrating the solution components.		
3	Data Analysis, Reports, Presentation and Action Planning	10	
3.1	Provide evidence and samples of previously produced reports in accordance with SARS requirements as outlined in section 9.2.4. Indicate if the provider will be able to produce adhoc reports as and when required.		Refer to section 9.2.4 and 9.2.5
3.2	Demonstrate the effectiveness of the proposed interactive reporting tool and indicate if the proposed reporting tool provides best practice recommendations.		
3.3	Indicate what quality assurance measures/ processes/ systems are in place to ensure reliability and validity of data.		
3.4	Describe how will the impartation of knowledge to the SARS Employee Engagement Team be done (skills transfer)?		

#	Technical Evaluation Criterion	Weight	RFP Doc. Reference
	<ul style="list-style-type: none"> Interpret the report Present the findings Generate action plans Implement improvement plans 		
3.5	Indicate if a Senior Project member will be available to present executive summary of survey results to SARS EXCO after each survey. Willingness and flexibility to be available as and when required according to SARS changing needs.		
4	Implementation Plan	5	
4.1	Provide a detailed implementation plan/project timelines encompassing all project management principles for the delivery of the survey.		Refer to section 9.2.6
5	Presentation, system demonstration and reference checks	30	
5.1	<p>The Service Providers are required to present a detailed understanding of the SARS requirements:</p> <ul style="list-style-type: none"> Summarise the bid proposal Give a demonstration of the system / survey tool proposed including reporting functionality What is your competitive advantage in the Employee Engagement Environment? Value added services to enhance the SARS scope of work SARS may require specific clarification pertaining to bidder's bid proposal. 		
5.2	SARS will conduct reference checks to validate the testimonials/reference letters submitted.		

13.2. ANNEXURE A2 – TECHNICAL COMPLIANCE CHECKLIST

The bidder is required to complete technical compliance checklist in order to guide the evaluators where to find the bidder's technical responses.

14. ANNEXURE B – PRICING SCHEDULE

Refer to Annexure B for pricing schedule for the employee engagement survey.