

**REFERENCE: RFP 19/2016**

# **REQUEST FOR PROPOSAL**

## **DESCRIPTION:**

**PROVISION OF AN OPEN PROGRAMME:  
WOMEN'S LEADERSHIP DEVELOPMENT**

**DATE ISSUED: 09 SEPTEMBER 2016**

**CLOSING DATE: 10 OCTOBER 2016**

## **TENDER BOX:**

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

## TABLE OF CONTENT

1.	INTRODUCTION	3
2.	OVERVIEW OF SARS	3
3.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	4
4.	LEGISLATION	4
5.	BRIEFING SESSION	5
6.	DURATION OF CONTRACT	5
7.	TIMELINE OF THE BID PROCESS	5
8.	CONTACT	6
9.	SCOPE OF WORK	6
10.	INSTRUCTIONS TO BIDDER(S)	8
11.	EVALUATION AND SELECTION CRITERIA	9
12.	AGREEMENTS	13
13.	TECHNICAL EVALUATION CRITERIA	19
14.	COMPLIANCE CHECKLIST	20
15.	ANNEXURE C – PRICING SCHEDULE	21

## **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**

- Integrity
- Fairness
- Respect
- Trust
- Honesty



- Accountability
- 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/Business Schools, herewith referred to as bidders, to provide SARS with an existing open programme for Women's Leadership Development

For the purpose of this RFP, the programme is referred to as Women's Leadership Development Programme.

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

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) 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 following legislation and/or standards specifically applicable to the services, including but not limited to:

**Acts (This list is not exhaustive.)**

- 4.3.1 Adult Basic Education and Training Act, 2000 (Act No. 52 of 2000)
- 4.3.2 Further Education and Training Colleges Act, 2006 (Act No. 16 of 2006)
- 4.3.3 General and Further Education and Training Quality Assurance Act, 2001 (Act No. 58 of 2001)
- 4.3.4 Higher Education Act, 1997 (Act No. 101 of 1997)
- 4.3.5 National Qualification Methodology Act, 2008 (Act No. 67 of 2008)
- 4.3.6 Skills Development Levies Act, 1999 (Act No. 9 of 1999)
- 4.3.7 Skills Development Act, 1998 (Act No. 97 of 1998)
- 4.3.8 South African Qualifications Authority Act, 1995 (Act No. 58 of 1995)
- 4.3.9 Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997)
- 4.3.10 Further Education and Training Act, 1998 (Act No. 98 of 1998)

#### 5. BRIEFING SESSION

There is no briefing session.

#### 6. DURATION OF CONTRACT

The successful Bidder(s) will be appointed for a period of thirty six (36) months.

#### 7. TIMELINE OF THE BID PROCESS

The **period of validity** of 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	09 September 2016
Advertisement on e-Tender	09 September 2016

Distribution of Bid documents on SARS website	12 September 2016
Non Compulsory Briefing Session	N/A
Questions relating to the bid from bidder(s)	From 12 September 2016 to 23 September 2016
Bid Closing Date	10 October 2016 at 11H00
Notice to bidder(s)*	December/January 2016.

\*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, Mr Aser Makgate (Procurement Tender Office) via email at [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and cc [rft-professionalservices@sars.gov.za](mailto:rft-professionalservices@sars.gov.za). Bidders must reduce all telephonic enquiries to writing and send them to the above email address.

## 9. SCOPE OF WORK

### 9.1 BACKGROUND

SARS Strategic Plan 2015/16 to 2019/20 outlines the organisational strategy for the next five years. SARS recognises that people are an indispensable driver of performance and hold the key to the organisation's ability to operate effectively and transform successfully. Key to the transformation agenda is the need to increase the number of females in leadership positions, hence the organisational intent to develop women so that they are better positioned to overcome the barriers that inhibit women from leadership positions.



SARS has conducted various competency and psychometric assessments to identify the developmental gaps that inform individual learning needs. Delegates will be advised to share their relevant assessments reports/surveys with the successful bidder for development purposes.

The following assessments and surveys are administered by SARS:

- Emotional Intelligence (EQI)
- Meyers Briggs Type Indicator (MBTI)
- Occupational Personality Questionnaire (OPQ)
- Modified Career Path Appreciation (MCPA)
- 360 Leadership Effectiveness
- Assessment centre (simulations)

## **9.2 SCOPE OF SERVICES**

Bidders may submit proposals in respect of the following:

### **9.2.1 WOMEN'S LEADERSHIP PROGRAMME**

SARS seeks to register 20 delegates per year over 3 years on an open programme for the development of women leaders. The successful bidder will be required to provide an existing NQF aligned/credit-bearing open Women's Leadership Development Programme.

The target audience for the attendance of this programme are Senior Managers and Executives who occupy leadership roles in the organisation / SARS officials identified as talent.

SARS requires but not excluding the following to be addressed in the programme:

Personal insight, Team dynamics/coherence, building competence towards authentic effective leadership, and approaches to strategic enablement and execution as women leaders.

## **9.3 BIDDERS PROPOSAL**

Bidders are required to submit their response to all the information in this section relating to the Women's Leadership Development Programme.

9.3.1 Bidder's profile in rendering open programmes, organisational structure and infrastructure to render the services. The profile must include but should not be limited to: staff compliment (including lecturers and Course Convener) for

the programme.

- 9.3.2 A comprehensive programme outline of the bidder's open Women's Leadership Development Programme. The information provided must include but not limited to: Programme overview, Module objectives, Learning outcomes, Duration of the programme, Venue for contact learning, NQF alignment, Credits (where applicable) and Certificate.

## 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 **10 October 2016 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:

## DOCUMENTATION REQUIRED FOR WOMEN'S LEADERSHIP PROGRAMME

### FILE 1A

#### Exhibit 1

- Pre-qualification documents (SBD Documents)



Exhibit 2

- Bidder's technical response to paragraph 9.3. ( **Annexure A** )
- Supporting documents for technical responses

Exhibit 3

- Bidder's profile
- Supplementary information

**FILE 2A**

Exhibit 5

- B-BBEE Certificate (copy of the recent and valid)
- Pricing Schedule

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

## **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 BBBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 90 points and BBBEE out of 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, 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
Central Registration Report (Central Database System) from National Treasury	<b>YES</b> – Bidders must register on Central Database System and submit the Report as confirmation of registration.
SARS' s Oath of Secrecy	<b>YES</b> – 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	<b>YES</b> – complete and sign the supplied pro forma document.
Pricing Schedule	<b>YES</b> – submit full details of the pricing proposal to SARS in <b>Annexure C</b> .
Declaration of Interest – SBD 4	<b>YES</b> – complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1	<b>NO</b> – Non-submission will lead to a zero score on BBBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	<b>YES</b> – complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	<b>YES</b> – complete and sign the supplied pro forma document.
Bidder Compliance Checklist Form for Technical Evaluation ( <b>Annexure B</b> )	<b>NO</b> – Complete to assist with ease of reference during evaluation.
<b>Mandatory Requirement</b> Accreditation with South African Council on Higher Education (CHE) or other recognised accreditation bodies.	<b>NO</b> – However, SARS will verify the accreditation of each Bidder with the respective accreditation bodies. SARS reserves the right to request additional information from Bidders to validate accreditation.

## 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.

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 BEE evaluations.

*SARS reserves the right to invite Bidders for presentation for technical clarification.*

### 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 – BBBEE 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 Bidder; or
- (ii) Regulation 6 - 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 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 bidders scoring zero 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 the Independent Regulatory Board for Auditors ("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 the 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 the IRBA.

SARS will accept B-BBEE Certificates issued under the revised B-BBEE Codes.

#### **Use and acceptance of Sworn Affidavits**

SARS reserves the right to request that bidders submit proof of their black ownership and turnover information, in support of their sworn affidavits.

#### **Joint Ventures (JVs) 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 bid.

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 and 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 (90 + 10 = 100 points)**

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

## **12. AGREEMENTS**

### **12.1. 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 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 bidder(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 bidder(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.

### **12.2. SERVICE AGREEMENT**

Upon award, the successful bidder will be expected to –

- a) Conclude an agreement with SARS 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, within seven (7) days of written notification of award of the bid;

- b) Execute the services with the concurrence of the Designated SARS Representative;
- c) Ensure continuity of services to SARS;
- d) Ensure that its Designated Representative is readily accessible to SARS at all times;
- e) Ensure that its employees or contractors involved in the execution of the services are –
  - I. Properly skilled and competent to execute the services;
  - II. Suitably qualified and, where relevant, properly registered with appropriate
  - III. Authorities; and
  - IV. Observe confidentiality and do not use any information obtained
  - V. Pursuant to this bid for any reason other than for reasons envisaged in this bid and subsequent agreement.
- f) The successful bidder warrants not use any labour or intellectual capacity of any employee of the State, for remunerative purposes, except where the employee of the State has the necessary permissions in terms of applicable laws, in which event proof of such permissions must be filed with the bid.
- g) By bidding, the Successful bidder is deemed to have satisfied itself regarding all conditions affecting this bid, and must at all times comply with the manifest intent and obligations of this bid and ensuing agreement.

### **12.3. Protection of rights**

If the Successful Bidder fails to comply either timeously or at all with any obligation imposed upon it by the agreement following this bid, SARS may, without prejudice to any of its rights, effect such compliance, and claim damages from the Successful Bidder of an amount equal to the expense actually incurred by SARS in enforcing such compliance. SARS may, at its sole discretion, set off such claim for damages against any payment due to the Successful Bidder. The Successful bidder will have no claim against nor defence to any claim arising out of any act or omission on the part of SARS arising from or connected with effecting or attempting to effect such compliance.

### **12.4. Insurance**

The successful bidder will take out the necessary insurance covers which will be adequate and acceptable to SARS to cover all claims, actions, suits or expenses arising in connection with its liability on the execution and rendering of the services envisaged in this RFP.

The successful bidder will provide to SARS proof of such insurance covers by submitting certificates on the date of signature of the service agreement.

### **12.5. Intellectual Property**

Both SARS and the successful bidder will retain their respective intellectual property rights obtained before the commencement of the service agreement. Any intellectual property rights

specifically developed by the successful bidder to fulfil the execution of the services will vest in SARS. The successful bidder warrants that it has the rights in the intellectual property it will be using for execution of the services. Where the successful bidder does not have such rights, it will procure the necessary rights from the relevant third parties.

#### **12.6. Liability**

Both the successful bidder and SARS shall be liable to the other party for any actual damages incurred by such party as a result of the other Party's failure to perform its obligations in the manner required by the agreement. The successful bidder shall further be liable to SARS for all direct damages and/or losses suffered by SARS as a result of breach of ethical duty; negligence or a criminal act committed by the successful bidder or employees of the successful bidder.

#### **12.7. Indemnity**

The successful bidder shall indemnify and hold SARS harmless against all losses, claims, demands, proceedings, damages, costs, charges and expenses (including reasonable legal expenses) of whatsoever nature arising out of the service agreement or at Law in respect of the successful bidder's breach of the provisions of the service agreement or injury or death of any person or loss of or damage to any person or property occurring by reason of the successful bidder, its employees or agents' wilful conduct or negligence during or after the execution of the services or breach of a third party's intellectual property.

#### **12.8. 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.

#### **12.9. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

The Bidder should note that the terms of its bid will be incorporated in the proposed contract 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.

#### **12.10. 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.

#### **12.11. 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.

#### **12.12.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.

#### **12.13.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.

#### **12.14.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. The bidder will be required to submit a new TCC upon expiry of the TCC previously submitted.

#### **12.15.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.

#### **12.16.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.

#### **12.17. 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.

#### **12.18. 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.

#### **12.19. SARS PROPRIETARY INFORMATION**

Bidder 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 bidder in a preferential position in relation to any of the other bidders.

### 13. TECHNICAL EVALUATION CRITERIA

#### 13.1 ANNEXURE A

##### WOMEN'S LEADERSHIP DEVELOPMENT PROGRAMME – 100 points

#	Technical Evaluation Criterion	Weight	RFP Doc. Reference
<b>1</b>	<b>Profile, Resources &amp; Infrastructure</b>	<b>40</b>	
1.1	Provide the Bidder's profile, organisational structure and infrastructure to render the services.		Refer to Section 9.3.1
<b>2</b>	<b>Capability</b>	<b>60</b>	
2.1	The bidder has provided a comprehensive programme outline of the Bidder's open programme for Women's Leadership Development. The information provided must include but not be limited to: Programme overview, modules/blocks, topics, objectives and outcomes. Duration of the programme, Venue for contact learning, NQF alignment, Credits (where applicable) and Certificate.		Refer to Section 9.3.2

### **13.2 COMPLIANCE CHECKLIST**

Bidders must complete the technical evaluations compliance checklist as outlined in **Annexure B**

#### **14. ANNEXURE C – PRICING SCHEDULE**

Bidders to refer to the following pricing schedules:

- Annexure C – Women's Leadership Development Programme