

# **REQUEST FOR PROPOSAL**

## **DESCRIPTION:**

**PROVISION OF EXECUTIVE SEARCH AND RELATED SERVICES**

**DATE ISSUED: 19 January 2018**

**CLOSING DATE: 05 February 2018 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**

- 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.

## **SARS People Philosophy**

“SARS recognises that its people are an indispensable driver of performance and hold the key to the organisation’s ability to operate efficiently and effectively. Similarly, the SARS People Philosophy is characterised by care and concern, employee growth, recognition for excellence and engagement”

### **3. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)**

The purpose of this Request for Proposals (RFP) is to solicit bid proposals from interested and capable Executive Search employment agencies that have valid Private Employment Agency (PEA) Certificates and are **Level 3 BBBEE compliant or better**.

SARS intends to appoint a maximum of three (3) Executive Search employment agencies (hereunder, referred to as bidders and/or service providers) to render executive search services. SARS reserves the right, to be exercised at its sole discretion, to procure the services of an executive search services agency that is not on the SARS panel should the business circumstances dictate otherwise.

This RFP document details and incorporates, as far as possible, the scope of work for the successful bidder(s) required by SARS.

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

### **4. LEGISLATIVE METHODOLOGY OF THE BID**

#### **4.1. TAX LEGISLATION**

When submitting a bid to SARS, bidder(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, 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**

The bidder(s) should be cognisant of all relevant legislation and/or standards applicable to the provision of the services required in terms of this RFP, namely, but not limited thereto:

- 4.3.1. The Labour Relations Act, 1995 (Act No. 66 of 1995);
- 4.3.2. Employment Equity Act, 1998 (Act No. 55 of 1998);
- 4.3.3. Basic Conditions of Employment Act, 1977 (Act No.75 of 1977);
- 4.3.4. Skills Development Act, 1998 (Act No. 97 of 1998); and
- 4.3.5. Employment Services Act, 2014 (Act no 4 of 2014)

#### **5. BRIEFING SESSION**

No briefing session will be held. Bidders can submit questions to the following email address [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and copy [rft-professionalservices@sars.gov.za](mailto:rft-professionalservices@sars.gov.za) for clarification.

#### **6. DURATION OF CONTRACT**

The successful bidder(s) will be appointed for a period of forty- eight (48) months and will be utilised “as and when” the need arises.

#### **7. TIMELINE OF THE BID PROCESS**

The validity period is 180 days after the closing date of the bid. The project timeframes of this bid are set out below:

**Table 7a: Timeline**

Activity	Date Due
Advertisement of Bid in the Government Tender Bulletin	19 January 2018
Advertisement of Bid in the eTender website	19 January 2018
Distribution of Bid documents on SARS website	19 January 2018
Closing date for questions relating to the bid from bidder(s)	30 January 2018
Bid Closing Date	05 February 2018
Notice to bidder(s)	*April 2018

\* 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' 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 potential bidder(s) can make enquiries in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email at [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and copy [rfi-professionalservices@sars.gov.za](mailto:rfi-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

SARS has been increasing its capabilities in order to achieve its core business objectives of collecting revenue, increasing customs and tax compliance as well as critical support in other areas. The acute shortage of skills in the labour market has necessitated SARS to increasingly use various efficient methods to attract the best quality of talent at the right time.

The need for specialised skills in certain areas however continues to be a challenge at SARS. This request is aimed at Executive Search employment agencies that can assist SARS to effectively fill vacant leadership roles with the best calibre of candidates.

### 9.1.1. SARS Enterprise Structure

The SARS Enterprise Structure is shaped by the prevailing SARS Operating Model and forms the foundation for translating the business strategy into functional organisational structures. Various business areas (also known as Divisions) across SARS are accountable for delivering outcomes against specific set key performance areas.

#### Business and individual Tax

Key performance areas
<ul style="list-style-type: none"><li>- Develop, coordinate and implement strategies (incl. taxpayer service, interface, systems, and education) relating to all individuals (incl. High Net Worth Individuals (HNW), Very Important Persons (VIP), Tax Exemption Unit (TEU) &amp; estates and businesses (incl. large corporations) and own taxpayer segments across the value chain.</li><li>- Develop metrics to measure taxpayer performance and monitor complaints resolution.</li><li>- Develop, coordinate and implement service channels and processing strategies (including contact point design).</li><li>- Identify and consolidate compliance risks in the individual &amp; business taxpayer groups.</li><li>- Ensure efficient and effective operation of branch service channels and of contact centres in every region.</li><li>- Ensure sufficient coverage of all aspects of SARS (i.e. customs &amp; tax) support and provide service throughout inconvenient hours.</li><li>- Manage efficient digital channels, including the website and e-filing.</li><li>- Engage effectively with large corporates, HNWI and manage their account information.</li><li>- Effectively manage all the VIP taxpayers' processes.</li></ul>

#### Customs & Excise

Key performance areas
<ul style="list-style-type: none"><li>- Ensure that border posts operate effectively (sufficient staff and expertise), and correctly enforce customs laws.</li><li>- Conducts onsite investigation of goods, including using dog unit for specific inspections.</li><li>- Ensure that state warehouses are maintained securely with accurate records.</li><li>- Develop, coordinate and implement Customs and Excise strategies (incl. education, systems, border management, and divisional performance management).</li><li>- Align international customs policy with overall business objectives and identify compliance risk for</li></ul>

customs & excise.

- Develop recommendations for automated and manual case selection rules.
- Select traders/entities cases for enforcement activities.
- Ensure efficient, fair and thorough processing of documents, trader registration, declaration and proof of payment (incl. Inspection decision of medium risk cases).

## Enforcement

### Key performance areas

- Conduct civil audits (investigative) on individuals and businesses that were flagged during case selection.
- Conduct customs and excise audits (investigative) on traders/entities that were flagged during case selection.
- Collect debt post final demand, including taking necessary legal actions.

## Digital Information Services and Technology

### Key performance areas

- Manage IT investments and determine the technology direction to support the business.
- Create a sustainable long term plan for technology that sets and manages clear and realistic expectations of what technology can offer in terms of products, services, information, and delivery mechanisms.
- Manage the day-to-day activities of the technology functions, with primary emphasis on support, system and network initiatives.
- Lead and manage business systems across functional business areas.
- Manage portfolios to maintain schedule and estimated costs.
- Define the needs consideration of alternative sources, review technological and economic feasibility, execute risk analysis and cost-benefit analysis, and develop and implement a recommended solution.

## Human Capital and Development

### Key performance areas

- Coordinate the alignment and execution of the Human Resources strategy within units.
- Develop, lead, and direct learning strategy in leadership and technical areas.



<ul style="list-style-type: none"> <li>- Develop and execute foundational learning strategy, incl. graduate recruitment programme and CA trainees programme.</li> <li>- Develop career management and progression framework</li> <li>- Develop, lead, and direct strategy to manage relationship between employees, unions and SARS (including, Collective bargaining, Stakeholder management, People risk and HR policies).</li> <li>- Develop and execute employee wellness strategy.</li> <li>- Manage personnel, including HR admin and bursary admin</li> <li>- Conduct vetting of potential employees.</li> </ul>
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## Strategy and Communication

Key performance areas
<ul style="list-style-type: none"> <li>- Manage communication and engagement with all stakeholders.</li> <li>- Coordinate development of overarching SARS' strategies, KPIs and targets</li> <li>- Support implementation of these across the business (including coordinating PMO, group reporting and business planning).</li> <li>- Provide meaningful analyses on trends, revenue and tax statistics through the data analytics function.</li> <li>- Develop enterprise-level for governance framework and risk framework.</li> <li>- Work with business units to: <ul style="list-style-type: none"> <li>o implement &amp; ensure compliance with governance &amp; risk framework,</li> <li>o assist in development of SOPs and function as the custodian of SOPs, and</li> </ul> </li> <li>- Ensure high quality of output.</li> </ul>

## Finance

Key performance areas
<ul style="list-style-type: none"> <li>- Oversee, reconcile and accurately maintain SARS' management accounts as well as shared services.</li> <li>- Oversee, reconcile and accurately maintain revenue accounts on behalf of National Treasury, in compliance with GRAP 23 requirements.</li> <li>- Develop long term facilities strategy and ensure that facilities work is maintained according to specification.</li> <li>- Ensure physical security (security guards) and health and safety.</li> </ul>

- Run procurement processes for full organisation.

## Legal Counsel

### Key performance areas

- Manage disputes on tax issues (regardless of value) on behalf of SARS.
- Suggest policy improvements and draft new legislation, regulations, etc.
- Draft and enter into international tax treaties
- Support non-tax legal issues.
- Provide advice internally on how to ensure that SARS' customer facing processes comply with tax laws.
- Issue binding rulings and non-binding opinions to taxpayers on tax implications of various transactions.

## Internal Audit

### Key performance areas

- Undertake fraud /high profile or sensitive investigations
- Conduct further investigations when red flags arise during audits.
- Conduct internal audit across all tax types.
- Conduct performance audits.
- Monitor information technology security and data integrity using internal IT audit functions.
- Provide technical Support to Internal Audit: Interpreting audit/accounting standards.

## Tax, Customs & Excise Institute

### Key performance areas

- Manage high capability research unit that:
- Compiles trade statistics to be used in formulating customs policy.
- Compiles industry reports to be used in formulating excise policy.
- Researches effect of changing tax or customs and excise tariff levels on behaviour in economy.
- Benchmarks tax, customs, and excise policy in other countries.

- Forecasts impact of macroeconomic factors on revenue.
- Forecasts long-term taxpayer compliance trends.
- Formulates tax and customs gap methodology and conduct gap calculation..
- Researches and forecasts effectiveness in a broad range of operational areas (e.g., registration, filing, customer service).
- Researches benchmarks for operational activities in other tax institutes.

#### 9.1.2. SARS Leadership Capabilities

SARS leaders are required to demonstrate the following capabilities:

- **Higher purpose**
  - Champion the mandate
  - Responsible for Social Impact
- **Empowering Delivery**
  - Driving Excellence
  - Mobilising teams
- **Transformation**
  - Developing others
  - Building sustainability'
  - Leverage diversity
  - Influencing others
- **Insight**
  - Conceptual thinking
  - Accurate understanding
  - Humility

#### 9.1.3. SARS Leadership Levels of Work (Decision making)

SARS has adopted a standard levelling methodology (Levels of Work) that distinguishes various types of work. The Levels of Work determine the levels of decision making and an organised approach that defines accountability, as well as the interrelationship between the two.

The successful bidders will assist SARS in the following leadership roles illustrated below:

**Table 9a: Levels of Work for Leadership roles**

Theme of Work	Level	SARS Job Grade	Leadership roles
Strategy Formulation	N-1	9B	Chief Officer
Strategy Alignment	N-2	9A	Group Executive
Strategy Enablement	N-3	8B	Executive

## 9.2. REQUIREMENTS

9.2.1. The bidder is required to act on behalf of SARS to manage the end-to-end executive search process for leadership positions (Grade 8B -9B) as and when required. .

9.2.2. **The successful bidders responsibilities will include:**

### 9.2.2.1. Phase 1 – Shortlisting of candidate(s)

- Attend compulsory briefing session for planning and scoping
- Sign off proposal with assignment details, resources allocated and project timelines.
- Conduct market research, analysis; prepare background profiles and reports of potential candidates for SARS.
- Conduct pre-selection screening and present a shortlist of candidate(s) that meets SARS requirement for the assignment.

### 9.2.2.2. Phase 2 – Interview and selection of potential candidate(s)

- Managing, advising and assisting the SARS panel with interview process.
- General liaison between SARS and the final list of candidates.
- Regular reporting to the SARS contact person.
- Preparation of all the necessary packs for meetings and interviews.
- Facilitate the interview process between SARS and the candidate(s).
- Facilitate relevant psychometric assessments.
- Perform required reference and integrity checks, credentials, credit and criminal record verifications on selective candidates.

### 9.2.2.3. Phase 3 – Job offer and placement of candidate

- Finalise negotiation, and facilitate possible salary negotiation on behalf of potential candidate(s) in line with benchmarking practices and policies.

- Facilitate the accepting of the offer by the candidate.

#### 9.2.2.4. **Phase 4 – Commencement of duty**

- Facilitate and coordinate on-boarding process.
- Conduct post placement meetings with all stakeholders.

### 9.3. **BIDDERS RESPONSES and DOCUMENTATION REQUIRED**

Bidders must submit detailed responses to all the information required in this section. Bidders should refer to **paragraph 14** of this RFP document for the evaluation criteria and points allocation.

#### 9.3.1. **Company Profile and Resources**

- 9.3.1.1. Provide a company profile, organisational structure, number of years in the industry of performing executive searches and placements, and infrastructure to render executive search services.
- 9.3.1.2. Bidders should indicate the roles and responsibility of the resources that will be allocated to each executive search assignment.

#### 9.3.2. **Capability**

- 9.3.2.1. Bidders should indicate their successful placement history within the industry in line with SARS Enterprise Structure over the past five (5) years by completing **Annexure E**.

#### 9.3.3. **Methodology and Approach**

- 9.3.3.1. Bidders should provide detailed executive search and selection strategies and techniques followed in sourcing suitable candidates for leadership roles. Refer to the SARS Enterprise Structure in paragraph 9.1.1 to elaborate on the distinct strategies that will be deployed for the leadership roles i.e. specialised / technical, compliance and support capabilities
- 9.3.3.2. Bidders should indicate the process and average turnaround time to complete a project based executive search assignment with phases as indicated in paragraph 9.2.2. Bidders should provide an example of a typical project plan starting from the briefing meeting to the acceptance of the offer.

#### 9.3.4. **Guarantees**

- 9.3.4.1. Bidders should indicate the guarantee period and contingency plans offered to SARS for each executive search assignment if successful in this bid. SARS reserves the right to accept, reject and/or negotiate the

bidders guarantee period proposed.

- 9.3.4.2. A clawback provision will apply in the agreement with successful bidders. The calculations for the amount to be paid back to SARS will apply to the employment agency fees as determined at the time of entering into the employment contract (i.e. on the basis of the GTP that includes the basic cash salary, allowances and benefits as well as guaranteed bonuses such as sign-on bonuses).
- 9.3.4.3. The table below illustrates SARS's proposed guarantee period and clawback provision that will be applicable in the event that the appointed candidate resigns within a guarantee period. Furthermore, the clawback provision may be applicable in the event of the candidate's non-performance or worsening performance following a period of 10 to 18 months from date of appointment.

**Table 9c: Guarantee period and clawback provision**

Guarantee Period	Clawback provision
0 – 4 months	100% or candidate replacement at no additional cost
5 – 9 months	50%
10 – 18 months	25%
18 months+	0%

#### 9.3.5. Testimonials

- 9.3.5.1. Bidders must provide two (2) testimonials from its client organisations/companies where successful placements in leadership roles were done in the past five (5) years.
- 9.3.5.2. Each client selected should complete **Annexure D**. (On to the company's letterhead or authenticated by a company stamp). SARS will make contact with the references during the evaluation of the bids.

#### 9.4. TECHNICAL COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist (**Annexure A**) in order to guide the SARS evaluators where to find their technical responses.

#### 9.5. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Suppliers must register on National Treasury Central Supplier Database (CSD) as per National Treasury Supply Chain Management Instruction No 4A of 2016/2017 – Central Supplier Database.

National Treasury will maintain the database for all suppliers for Government and its institutions; and

All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at [www.CSD.gov.za](http://www.CSD.gov.za).

## 10. INSTRUCTIONS TO BIDDER(S)

10.1. Bids must be properly packaged and deposited in the tender box on or before the closing date and time at the SARS Tender Office situated at:

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

10.2. Alternatively, 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. No electronic submission of bid documents is allowed.

10.4. Late bids will not be accepted.

10.5. The bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) USB with the contents of each file at the closing date and time.

10.6. Each file and USB must be **marked correctly and sealed separately** for ease of reference during the evaluation process.

10.7. Pricing information should not be included in the technical file (File 1). Furthermore, the files and information in the USB must be labelled and submitted in the following format:

**Table 10a: File packaging**

FILE 1 (ONLY TECHNICAL PROPOSAL)	
<b>Exhibit 1</b> <ul style="list-style-type: none"> <li>Pre-qualification documents (SBD documents and others as listed under <b>Table 11a</b>)</li> </ul>	<b>Exhibit 2</b> <ul style="list-style-type: none"> <li>Response to Mandatory requirements (as listed under <b>Table 11b</b>)</li> <li>Bidder Compliance Checklist for the Technical Evaluation (Annexure A)</li> <li>Company profile</li> <li>Response to Technical Requirements</li> <li>Supporting documents for the technical responses</li> <li>Testimonials</li> </ul>

FILE 1 (ONLY TECHNICAL PROPOSAL)	
<b>Exhibit 3</b> <ul style="list-style-type: none"> <li>General Conditions of Contract (GCC)</li> <li>Draft Services Agreement</li> </ul>	
FILE 2 (ONLY PRICE; BEE PROPOSAL AND FINANCIALS)	
<b>Exhibit 1</b> <ul style="list-style-type: none"> <li>B-BBEE certificate / sworn affidavits</li> <li>SBD 6.1</li> </ul>	<b>Exhibit 2</b> <ul style="list-style-type: none"> <li>Pricing Template (<b>Annexure B</b>)</li> </ul>
<b>Exhibit 3</b> 3 years audited financial statements	
<b>Note:</b> Bidders must use Lever Arch files to package proposals.	

## 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:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all Standard Bidding Documents and mandatory bidding requirements, as outlined in **paragraph 11.1**.
- **Technical Evaluation Criteria (Gate 1)** – Bidders that qualified in Gate 0 will be evaluated for technical evaluation. Technical Evaluation will be scored out of 100 points. Technical Evaluations include Desktop Evaluations & Presentations. The process for the technical evaluation is outlined in **paragraph 11.2**.
- **Price and B-BBEE Evaluation (Gate 2)** – Bidders that qualified in Gate 1 will be evaluated for price and B-BBEE, as outlined in **paragraph 11.3**.

### 11.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this bid, bidder(s) must submit the documents listed in **Table 11a and Table 11b 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 listed documents in **Table 11a**. Failure to submit any of the mandatory requirements listed in **Table 11b** will result in the bidder being disqualified.



**Table 11a: Pre-qualification**

<b>Name of the document that must be submitted</b>	<b>Non-submission may result in disqualification</b>
Invitation to bid – SBD 1	<b>YES</b> – Complete and sign the supplied pro forma document.
Pricing Schedule – <b>Annexure B</b> :	<b>YES</b> – Submit the Pricing Schedule to SARS in the form of <b>Annexure B</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>YES</b> – Complete and sign the supplied pro forma document.
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.
SARS' Oath of Secrecy	<b>YES</b> – Bidders must complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
General Conditions of Contract (GCC)	<b>YES</b> – Sign the supplied GCC.
Supplier cost and risk assessment questionnaire	<b>YES</b> – Complete and sign the supplied pro forma document.
Three (3) most recent Financial Statements	<b>YES</b> – Bidders are required to submit complete sets of audited / reviewed annual financial statements in the name of the bidding entity
Bidder Compliance Checklist Form for Technical Evaluation ( <b>Annexure A</b> )	<b>NO</b> – Complete to assist with ease of reference during evaluation.

**Table 11b: Mandatory requirements**

<b>Mandatory documents required</b>	<b>NON-SUBMISSION of the mandatory documents outlined below will result in the bidder's disqualification</b>
Valid Private Employment Agency (PEA) certificate	<b>Yes</b> – ALL bidders must provide a valid Private Employment Agency (PEA) certificate, valid at the time of the closing date of the tender.

Minimum B-BBEE status level 3	<p><b>Yes</b> – Please submit a valid B-BBEE Status Level Verification Certificate or sworn affidavit (whichever applicable according to SBD 6.1) with a minimum B-BBEE status level 3. Failure to submit a valid B-BBEE certificate or sworn affidavit with the required minimum B-BBEE status will be disqualified.</p> <p><b>NB:</b> A sworn affidavit must be accompanied by documentation that evidences compliance with the required BBBEE Level status.</p>
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In line with the Government's objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement.

The pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30% to-
  - i) An EME or QSE which is at least 51% owned by black people;
  - ii) An EME or QSE which is at least 51% owned by black people who are youth;
  - iii) An EME or QSE which is at least 51% owned by black people who are women;
  - iv) An EME or QSE which is at least 51% owned by black people with disabilities;
  - v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
  - vi) A cooperative which is at least 51% owned by black people;
  - vii) An EME or QSE which is at least 51% owned by black people who are military veterans; and
  - viii) An EME or QSE.

A tender that fails to meet any qualifying criteria stipulated in the tender documents is NOT an acceptable tender.

## 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. The criteria that will be used to evaluate the bidder's functionality are outlined in **paragraphs 14** of this document.

The technical evaluation will be scored out of 100 points. The technical evaluation is broken down into desktop technical evaluation and presentations.

Bidders that meet the minimum combined score of 70 points will proceed to Gate 2. The table below illustrates the breakdown of the technical evaluation process and the threshold that must be achieved to proceed to the next Gate:

**Table 11c: Breakdown of Technical Evaluation**

Technical Evaluation	Points Allocation	Threshold to be achieved for Desktop + Presentation
- Desktop Evaluation	60	<b>70</b>
- Presentations	40	
Total	(60+ 40) = 100	

### 11.3. PRICE AND B-BBEE EVALUATION (GATE 2)

#### 11.3.1. Stage 1 – Price Evaluation (80 points)

Bidders are required to complete all line items on the pricing template (**Annexure B**) in full. Any changes to the template or an incomplete template may result in a non-responsive bid.

SARS has set its target-rate-of pay for Guaranteed Total Package (GTP) around the median for a similar or benchmarked job in the market.

The following market pay elements are taken into account to inform the GTP:

- Basic Salary;
- Company contribution to pension;
- Medical Aid Cash Allowance;
- Housing Emolument;
- Travel allowance ;
- All guaranteed cash allowances

**Table 11d: Price evaluation**

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

$P_s$  = Points scored for price of Bid under consideration

$P_t$  = Rand value of Bid under consideration

$P_{\min}$  = Rand value of lowest acceptable Bid

#### 11.3.1.1. Payment methodology

The payment method of the bidder's fee must structure into three (3) part payments as outlined in the table below. The actual percentage fee charged shall be in accordance with the candidate's accepted Guaranteed Total Package.

For the part payments of Phases 1 and 2, the bidder will invoice SARS at the mid-point of the projected Guaranteed Total Package and where after, invoice the payments of Phases 3 and 4 based on the accepted Guaranteed Total Package. In the event that the final agreed Guaranteed Total Package exceeds the mid-point, the fourth and final phase invoice will be adjusted accordingly.

**Table 11e: Percentage payment per phase**

Phase	%
Phase 2 - Interview concluded	33.3%
Phase 3 - Acceptance of offer	33.3%
Phase 4 - Commencement of duty	33.3%

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

**Table 11f: BBBEE**

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1), including paragraph 7 thereof relating to the sub-contracting of the services and a B-BBEE certificate.	20

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

**Table 11g: BBBEE checklist**

No.	Classification	Turnover	Submission Requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit or certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA (must have been issued before 1 January 2017).
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn affidavit or a certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA (must have been issued before 1 January 2017).
3.	Large Enterprise (LE)	Above R50 million p.a.	A certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA (must have been issued before 1 January 2017).

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

Failure of the bidder to submit a B-BBEE Status Level Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference

points for B-BBEE status level of contribution are not claimed.

Bidders who do not claim preference points will be scored zero for BEE but cannot be excluded from the tender process, for that reason.

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

Please note that sworn affidavits must be signed by the bidder's representative and attested to by a Commissioner of Oaths.

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

### **Joint Ventures (JVs) and Consortiums**

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) will qualify for points for their B-BBEE status level, provided that the entity submits their consolidated B-BBEE Status Level Verification Certificate / scorecard and that such consolidated B-BBEE certificate / scorecard is prepared for every separate bid.

### **Sub-contracting**

Bidders who submit bids and intend subcontracting a portion of the services will have to comply fully with regulation 12 of the Preferential Procurement Regulations, 2017 with regard to sub-contracting.

### **Regulation 12 – Subcontracting after award of tender**

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (3) 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.

### **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 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 (80 + 20 = 100 points)**

The Price and B-BBEE points will be added together to determine each bidder's overall score out of 100 points.

#### **11.4. FINANCIAL STATEMENTS**

Bidders are required to submit complete sets of audited / reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity. The financial statement analysis will be conducted on the shortlisted bidders. Bidder(s) must attain a satisfactory financial position.

##### **11.4.1. The annual financial statements must contain:**

- Statement of Profit and Loss and Other Comprehensive Income;
- Statement of Financial Position;
- Statement of Cash Flows; and
- Accompanying Notes.
- Entities which are trading for less than three (3) financial periods should provide:
- A letter detailing that fact, signed by a duly authorized representative of the entity; and
- Any other information or documentation which would provide more clarity on the financial history of the bidder.

##### **11.4.2. In the event that the subsidiary is the bidding entity and submits the financial statements of the holding company for financial evaluation purposes, the holding company must furnish a Performance Guarantee that is signed by a duly authorized representative of the holding company and the bidding entity.**

##### **11.4.3. In the event of the bid being in the form of a Joint Venture (JV), the following is required:**

- Annual financial statements of the JV; and
- A JV legal agreement detailing the percentage ownership of each entity.

11.4.4. SARS reserves the right to request further information with regards to the annual financial statements of a bidder at a later stage.

## **12. AGREEMENTS**

### **12.1 GENERAL CONDITIONS OF CONTRACT**

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

12.1.1 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.

12.1.2 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**

12.2.1 Upon award, SARS and the successful bidder will conclude an 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.

12.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during the course of negotiations.

12.2.3 Bidders are requested to-

12.2.3.1 Comment on the terms and conditions set out in the draft Services Agreement and where necessary, propose required changes to such terms and conditions;

12.2.3.2 Each comment and/or amendment must be explained; and

12.2.3.3 All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

12.2.4 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. For this reason, it is not required that the draft Services Agreement be signed on submission of the bidder's proposal.



## **12.3 INSURANCE**

The successful bidder will be required, on or before the effective date of the Master Services Agreement and for the duration of the Agreement, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation, professional indemnity insurance cover.

## **13 SPECIAL CONDITIONS OF THIS BID**

### **13.1 SARS reserves the right:**

- 13.1.1 Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 13.1.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO) throughout the lifecycle of the contract;
- 13.1.3 To accept part of a bid rather than the whole bid;
- 13.1.4 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;
- 13.1.5 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;
- 13.1.6 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; and
- 13.1.7 To disqualify a bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

### **13.2 SARS requires bidder(s) to declare:**

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

- 13.2.1 Confirm that the bidder(s) shall:
  - 13.2.1.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
  - 13.2.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - 13.2.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
  - 13.2.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - 13.2.1.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;

- 13.2.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 13.2.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 13.2.1.8 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.

### **13.3 Conflict of Interest, Corruption and Fraud**

SARS reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 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"):

- 13.3.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 13.3.2 Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;
- 13.3.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.5 Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 13.3.7 Has in the past engaged in any matter referred to above; or
- 13.3.8 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.

#### **13.4 Bidder's Own Terms and Conditions or Bid Qualifications**

This document contains the terms and conditions of this bid and bidders must not qualify the specifications or come up with their own terms and conditions. SARS reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

#### **13.5 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 a Services 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. In the event of a conflict between the bidder's proposal and the Services Agreement concluded between the parties, the Services Agreement will prevail.

#### **13.6 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 bidder in the preparation of their response to this bid.

#### **13.7 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.

#### **13.8 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.

### **13.9 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.

### **13.10 Tax Compliance**

No bid may be awarded to a bidder whose tax matters have not been declared by the SARS to be in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award. 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.

### **13.11 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 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.

### **13.12 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 High 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.

### **13.13 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.

#### **13.14 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' 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' 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.

#### **13.15 Intellectual Property Rights**

Subject to pre-existing intellectual property rights of the bidder and/or any third party, all intellectual property right to literary works created in the course of executing the services contemplated in this RFP shall vest exclusively in SARS. By bidding, bidders irrevocably agree to transfer, make over and assign to SARS such relevant intellectual property rights.

#### **13.16 SARS Proprietary Information**

On their bid covering letter, bidder(s) will make a 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.

#### **13.17 Screening and Vetting of Service Provider**

Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service must be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of SARS and areas designated as National Key points that they may have. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

Table 14a: Technical Evaluation Criteria

No.	Technical Evaluation Criterion	Weight (100)
<b>14.1</b>	<b>Company Profile and Resources</b>	<b>10</b>
14.1.1	Provide company profile, organisational structure, number of years in the industry of performing executive search placements and infrastructure to render executive search services.	5
14.1.2	Bidders should indicate the roles and responsibility of the resources that will be allocated to each executive search assignment.	5
<b>14.2</b>	<b>Capability</b>	<b>20</b>
	Bidders should indicate their successful placement history within the industry in line with SARS business unit over the past five (5) years by completing <b>Annexure E</b> .	20
<b>14.3</b>	<b>Methodology and Approach</b>	<b>15</b>
14.3.1	Bidders should provide a detailed executive search and selection strategies and techniques that will be followed in sourcing suitable candidates. Elaborate on the distinct strategies that will be deployed for the leadership roles i.e. specialised / technical, compliance and support capabilities	5
14.3.2	Bidders should indicate the process and average turnaround time to complete a project based executive search assignment with phases indicated in paragraph 9.2.2. Bidders should provide an example of a typical project plan starting from the briefing meeting to the acceptance of the offer.	10
<b>14.4</b>	<b>Guarantees</b>	<b>10</b>
	Bidders must indicate the Guarantee period and contingency plans offered to SARS for this bid.	10
<b>14.5</b>	<b>Testimonials</b>	<b>5</b>
	Bidders must provide two (2) testimonials from client organisations/companies where successful placements were done over the past five (5) years. SARS will make contact with the references during this evaluation.	5
<b>14.6</b>	<b>Presentation</b>	<b>40</b>
	During the presentation SARS will provide the bidders with a case study that will require the bidder to demonstrate their experience in Executive Search services.	

- 15      **ANNEXURE A – TECHNICAL EVALUATION CHECK LIST**
- 16      **ANNEXURE B – PRICING TEMPLATE**
- 17      **ANNEXURE C – RESPONSIBILITY MATRIX**
- 18      **ANNEXURE D – CLIENT TESTIMONIAL**
- 19      **ANNEXURE E – PLACEMENT HISTORY**
- 20      **ANNEXURE F – AREA OF SPECIALISATION**
- 21      **ANNEXURE G – DRAFT SLA**