

REFERENCE: RFP 11/2020

REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR
ONE-ON-ONE EXECUTIVE COACHING SERVICES**

DATE ISSUED: 25 SEPTEMBER 2020

CLOSING DATE: 19 OCTOBER 2020, 11H00

TENDER BOX:

GROUND FLOOR, LINTON HOUSE

BROOKLYN BRIDGE

570 FEHRSEN STREET

BROOKLYN

PRETORIA

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1 INTRODUCTION

The Strategic Plan 2020 - 2024 presents an inspirational vision to build “a smart modern SARS, with unquestionable integrity, trusted and admired”. It sets out a clear Strategic Intent “to follow the internationally recognized approach of Voluntary Compliance”, and further translates this intent into nine clear strategic objectives. To deliver this, we need to build administrative and institutional capability that has integrity and serves the public beyond reproach.

1.1 OVERVIEW OF SARS

Our Mandate

The South African Revenue Service Act, 1997 (Act No. 34 of 1997), enables SARS to:

- Collect all revenue due;
- Ensure optimal compliance with Tax and Customs legislation; and
- Provide a Customs service that optimises revenue collection, protect our borders and facilitate legitimate trade.

The primary legislation that SARS administers includes:

- Income Tax Act, 1962 (Act No. 58 of 1962);
- Customs and Excise Act, 1964 (Act No. 91 of 1964);
- Value-Added Tax Act, 1991 (Act No. 89 of 1991);
- Tax Administration Act, 2011 (Act No. 28 of 2011); and
- Employment Tax Incentive Act, 2013 (Act No. 26 of 2013).

How We Fulfil Our Mandate

SARS Compliance Theory and Philosophy

In our context, compliance refers to the degree to which taxpayers and traders fulfil their tax obligations required in law (namely registration, filing, declaration, payment and deregistration), when and as required. This includes making requisite disclosures and payments fully and honestly.

In the fulfilment of our legislative mandate, the main work of SARS is to ensure taxpayer and trader compliance. This is expressed as the SARS Compliance Programme, which we review and prepare as part of our Annual Performance Plan.

Our aim is to engage with society in a way that earns public confidence and trust, while fostering a willingness to fulfil its obligations. Voluntary compliance refers to society fulfilling their obligations with minimal prompting by SARS. We achieve this when we believe that most taxpayers and traders are honest and simply want to fulfil their obligations with the least amount of effort and cost. We therefore, strive to promote a culture where compliance is viewed as a positive social contribution.

The behaviour of taxpayers and traders may range from willing and intentional compliance to non-compliance largely because of a lack of knowledge or means. We are also aware though, that some taxpayers and traders consciously choose not to comply, and will engage in aggressive planning or even criminal behaviour. SARS is of the view that at the extremes, a certain number of people will always do the right thing, whilst a certain number will always do the wrong thing. Most people fit between these two extremes, in that they will do the right thing if the circumstances are right for them, but will choose not to comply if they believe they would get away without consequence. SARS will, therefore, seek to move as many taxpayers and traders as possible, up the continuum to be more willing to comply voluntarily.

We will achieve voluntary compliance when everyone is aware of their tax obligations (clarity and certainty), it is reasonably easy and less costly to meet these obligations (ease of compliance), and when there is a credible threat of detection and consequences for those who do not to comply with their obligations (detection and costly non-compliance). To deliver this, we need to build administrative and institutional capability that has integrity and serves the public beyond reproach.

Strategy over the five-year planning period

SARS Higher Purpose

Our work enables Government to build a capable State, to foster sustainable economic growth and social development that serves the wellbeing of all South Africans.

Our Strategic Intent

Our mandate is to collect all revenue due; ensure optimal compliance with tax and customs legislation; provide a customs service to optimise revenue, border protection and facilitate legitimate trade. To give effect to our mandate, our Strategic Intent is to develop a Tax and Customs system based on Voluntary Compliance.

Our Vision

It is our Vision to build a smart modern SARS with unquestionable integrity that is trusted and admired.

Our Strategic Objectives

In support of our Strategic Intent and giving effect to our compliance philosophy, we have identified and committed to achieving nine (9) Strategic Objectives to guide and inform our efforts and decisions, and focus our resources over the course of this planning cycle. Our nine (9) Strategic Objectives are as follows:

- Provide Clarity and Certainty for taxpayers and traders of their obligations;
- Make it easy for taxpayers and traders to comply with their obligations;
- Detect taxpayers and traders who do not comply, and make non-compliance hard and costly;
- Develop a high performing, diverse, agile, engaged and evolved workforce;
- Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, derive insight and improve outcomes;
- Modernise our systems to provide digital and streamlined online services;
- Demonstrate effective resource stewardship to ensure efficiency and effectiveness in delivering quality outcomes and performance excellence;
- Work with and through stakeholders to improve the tax ecosystem; and
- Build public trust and confidence in the tax administration system.

The Values we hold dear are:

Endeared by a sense that we serve a Higher Purpose in the service of South Africans, and committed to the fulfilment of our Mission and Mandate, we hold the following values dear:

- Uncompromising regard for Taxpayer Confidentiality;
- Unquestionable Integrity, Professionalism and Fairness;
- Exemplary Public Service; and
- Incontestable insights from Data and Evidence.

2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to solicit bids from potential service providers, hereafter referred to as bidder(s) with a minimum B-BBEE status level 3, for one-on-one executive coaching services to the SARS executive leadership team.

The RFP incorporates, as far as possible, the tasks and responsibilities of the potential bidder required for one-on-one executive coaching services.

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

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 TAX LEGISLATION

Bidders should be familiar with all tax laws applicable in the Republic of South Africa and should fully comply with such laws.

3.2 PROCUREMENT LEGISLATION

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

3.3 TECHNICAL LEGISLATION AND/OR STANDARDS

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

4 BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated. Interested parties will find the details / link of the meeting on the SARS website three (3) days prior to the briefing session date, as indicated in **Table 6A** below.

5 DURATION OF CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months. The contract will be renewable annually, subject to funds availability.

6 TIMELINE OF THE BID PROCESS

The validity period for the tender and withdrawal of offers, after the closing date and time, is one hundred and eighty (180) days.

The project timeframes of this bid are set out below:

Table 6A: Timelines

Activity	Date Due
Advertisement of Bid in the: - Government Tender Bulletin; and - National Treasury Tender Portal.	25 September 2020
Distribution of Bid documents on SARS website	25 September 2020
Non-compulsory briefing session	01 October 2020, 11h00
Questions relating to RFP from Bidder(s)	25 September – 14 October 2020
Closing Date	19 October 2020, 11h00
Notice to bidders	February / March 2021*

*Please note that this date is subject to change.

All times given in this bid are South African Standard Time.

Any time or date in this bid is subject to change at SARS' discretion. A reference to 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 that specific date or at that specific time. The bidder accepts that, if SARS extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid will otherwise apply equally to the extended deadline.

7 CONTACT

A nominated official of the Bidder(s) can make enquiries in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email TenderOffice@sars.gov.za and copy rft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send same to the above email addresses.

8 SCOPE OF WORK / SPECIFICATION

8.1 BACKGROUND

8.1.1 Strategic Alignment and Context

The Strategic Plan 2020 - 2024 presents an inspirational vision to build “a smart modern SARS, with unquestionable integrity, trusted and admired”. It sets out a clear Strategic Intent “to follow the internationally recognized approach of Voluntary Compliance”, and further translates this intent into nine (9) clear strategic objectives. The initial focus of the Strategic Plan is to build institutional capability and integrity at leadership level.

Strategic objective 4 is to: “Develop a high performing, diverse, agile, engaged and evolved workforce”. Alignment to the Annual Performance Plan is “Capability to ensure we can respond to current and future work environment demands developed and implemented.” This is further expanded in the Talent Capability Development Plan “Develop and implement a Steward Leadership Framework.” The developmental interventions as per the framework include on-the-job training and mentoring, virtual self-paced learning and coaching. There is further alignment with SARS’ current Talent Management Policy, which includes coaching as a leadership development intervention.

8.1.2 SARS Enhanced Working Arrangements

The SARS enhanced working arrangements supports the implementation of the strategy in delivering the mandate. To this end, SARS has identified four (4) clusters:

- Office of the Commissioner;
- Taxpayer and Engagement Cluster;
- Enterprise Design and Enabling Cluster; and
- Enterprise Services.

Executive leadership exists within each of these clusters where their theme of work, role specific accountabilities and core leadership behavioural competencies are defined within a model of Steward Leadership, which provides the context for one-on-one coaching.

8.1.3 SARS Executive Leadership SARS Theme of Work and Purpose

One-on-one executive coaching is required for the Executive Leadership Team that fall within the above-mentioned four (4) clusters mapped to the following work themes and purposes:

- **Enterprise Leadership**

To provide strategic direction in the formulation of the organisational business model and strategy, in order to influence and enable organisational wide adoption and delivery on the SARS mandate.

- **Strategy Formulation**

To formulate organisational business model in relation to a part of the organisation, in alignment with the overall organisational business model and strategy; contributing to strategy formulation and enabling organisation wide adoption and contribution to the SARS mandate.

- **Strategy Alignment**

To formulate and position value chain, operating model and frameworks in a broadly defined organisational strategy in order to position and enable horizontal alignment, implementation and adoption.

- **Strategy Enablement**

To formulate and position a value chain, operating model and framework in a broadly defined organisational strategy and related functional strategy in order to position and enable horizontal alignment, implementation and adoption.

- **Strategy Specialisation**

To provide expertise, advice and support related to the positioning and interpretation of value chains, operating models and related frameworks in order to enable horizontal alignment, implementation and adoption, through the translation of information and assumptions into meaningful operationally defined goals.

8.1.4 SARS Core Leadership Core Competencies are:

- Stewardship and Service Orientation;
- Translate Strategy to Execution;
- Inspires Positive Action;
- Concern for impact of own behaviour on others;
- Nurtures future talent;
- Values and manages Diversity; and
- Strong Results Orientation.

8.2 TECHNICAL REQUIREMENTS

The successful bidder will be required to deliver one-on-one executive coaching services to executive leadership levels as identified by SARS through the talent management process. The services required from the successful bidder include but are not limited to:

8.2.1 Structure and Duration

- SARS estimates twelve (12) contact sessions, per coachee. A session is equivalent to an hour;
- It is estimated that the coaching will take place face-to-face, via virtual platforms for ninety percent (90%) of the time, with an allowance of ten percent (10%) in person contact;
- The duration for the twelve (12) sessions should, as a norm, take place over a period of six to eight (6-8) months per coachee; and
- The usage of the duration may vary depending on the unique requirements of the coachee.

8.2.2 Management of Coaching Sessions

- Manage the coaching sessions for the full duration of the contract, including resource plans for end-to-end process from implementation to close-out;
- Ensure administration of coaching processes and procedures, the estimated number of coachees are 25 per annum over a period of 36 months;
- Coordinate and manage the interface between the coachee and the coach;
- Compile and submit comprehensive reports, whilst maintaining confidentiality of information on a monthly basis of all sessions in progress;
- The reports must include but not be limited to: attendance logs and an overview of emerging themes / impact from coaching with recommendations;
- Where necessary and agreed upon by the coach and coachee, a three way feedback session to the

sponsor / manager;

- Inform SARS on the conduct of coachees and any foreseeable risk that may impact on the delivery of the coaching sessions or performance, as provisioned for in the Services Agreement;
- After SARS notifies the successful bidder of the allocation of a coachee-to-coach, the successful bidder must ensure that the coaches commence engagement / contact with the coachee within a three (3) day turnaround time calculated from the time of the notification; and
- The management of coaching sessions will be done in consultation with a dedicated person from SARS.

8.2.3 Bidder's pre-approved list of Coaches

- The bidder must ensure the availability of an up-to-date list of a minimum of six (6) recommended coaches to SARS, as and when required, and ensure that the list of qualified coaches includes their demographic information such as race, age, gender, education, profession, business experience that will allow for choice / match of coaches to coachee.
 - SARS will accept any recommended list of coaches that are either permanently employed or freelancers.
- Ensure maintenance and retention of the matched coaches, as per the professional coaching agreement.
- The successful bidder may make a request to SARS to replace a member of its Key Personnel / coach, where such member has become incapacitated and/or unable to perform his/her duties under the Services Agreement. Provided that the proposed replacement have similar or higher qualifications and experience.
- The bidder must ensure that selected coaches have five (5) years' experience or more in executive coaching at an executive leadership level.
- The bidder must ensure that the coaches recommended to SARS hold as a minimum:
 - Post-graduate degree / diploma;
 - Professional Coaching Certificate or equivalent; and
 - Associate Certified Coach / Senior Coach Practitioner or equivalent credentialed.
- The bidder must ensure that the coaches recommended to SARS are compliant to recognised local / international professional bodies.
- The appointed coaches will be required to sign the SARS oath / affirmation of secrecy and a confidentiality agreement, in addition to the professional coaching agreement.

8.2.4 Alignment of Coaching Sessions

The successful bidder will be required to align the one-on-one executive coaching as a leadership initiative against the backdrop of SARS' background and strategic context.

The delivery of one-on-one executive coaching within a defined framework entails the three (3) core initiatives of the coaching approach / framework and must include but not be limited to:

- **Self-awareness:** the development of reflexivity and self-monitoring through creating a safe space for self-exploration, as well as challenging and reflecting on observed pattern of behaviour and performance. Self-awareness will engage on areas of growth and enhancement capabilities, clarity of purpose, vision and commitment through the lens of Stewardship.
- **Result focus and deep concern for impact:** generating a personal growth plan with clear goals, action logs and measurable outcomes that are aligned to the leadership competencies where Steward Leaders should excel in.
- **Skills development and heightened learning orientation:** creating an empowering repertoire of resources that are practical, hands-on, facilitate change and are tailored to specific job requirements. The skills development and heightened learning orientation will be achieved through exposure to information and skills, and providing opportunities to practice and reflect on the implementation of these skills.
- On the basis of a solid coach-coachee relationship and a focus on self-awareness, results orientation, appreciation and valuing impact of interdependencies and heightened learning orientation for sustainable development, the outcomes should result in a reflective and empowering journey of personal development that will "raise the bar" for the individual, the teams they lead and for SARS as a whole.
- Ensure utilisation of available reports such as: 360 Leadership Effectiveness, Performance Reviews and other available relevant information as provided by the coachee.

8.2.5 Learning Resources

- Provide the coachee with learning material / tools required for successful completion of the one-on-one coaching sessions with the understanding that where psychological constructs are being measured in addition to the above mentioned, the Health Professions Council of South Africa (HPCSA) requirements must be adhered to.

8.2.6 Location and Venue

- SARS estimates that over ninety percent (90%) of the coaching sessions will take place face-to-face via virtual platforms and ten percent (10%) in person contact, if required.
- SARS will provide venues for the coaching sessions, as and when required.
- In instances where contact sessions are required to be face-to-face (in person), the participants are spread broadly across the nine (9) provinces.

8.2.7 Post Tender Award

The expected commencement date of the coaching sessions is February / March 2021.

9 SARS REQUIREMENTS FROM THE BIDDERS / BIDDERS RESPONSE

Bidders must respond to all the information required in this paragraph in their bid proposals. Bidders should also refer to the paragraph 8, which details the background and technical requirements.

9.1 COMPANY TRACK RECORD

The bidders should provide in their response detailing:

- The company years of experience in rendering one-on-one executive coaching services; and
- The company infrastructure to render the services e.g. Ms Teams, Webex, Zoom, etc.

9.2 RESOURCES

The bidders should provide in their response detailing:

- The bidder's support staff (project coordinator and finance person) that will be assigned to SARS, including their roles and responsibilities when the services are rendered to SARS.
- The bidder's full contact details of a Key Account Manager, who will be assigned to SARS, including:
 - his/her role and responsibilities when the services are rendered to SARS;
 - a minimum of five (5) years of experience as a Key Account Manager; and
 - one page CV, containing his/her qualifications (certified copy of certificates).

9.3 COACHING PROCESS

The bidder should outline their coaching framework detailing all the stages for the executive coaching process taking into account the following:

- 9.3.1. Information gathering and expectations;
- 9.3.2. Roles and responsibilities; and
- 9.3.3. Recommended timelines, milestones, deliverables and activities of the coaching plan.

9.4 CAPABILITY

The bidder should provide in their response:

9.4.1. A schedule

Complete Annexure A3, a schedule of the bidder's experience and proven track record in the last three (3) years in providing one-on-one executive coaching services at executive leadership to a minimum of four (4) clients.

The schedule must include for each client the following information:

- Client name;
- The client's contact person and phone number;
- Contract period;
- Description of the services;
- Challenges;
- Lessons learnt; and
- Three (3) testimonials on a company's letterhead or authenticated by a company stamp indicating evidence of coaching focus areas, duration of coaching sessions, number of individuals coached and benefits realised by the clients after coaching.

Please note: SARS will contact the clients for a reference check. It is therefore important to ensure that the clients listed on the schedule are contactable.

9.4.2. Bidder's pre-approved list of coaches

Bidders should provide and submit a pre-approved list of a minimum of six (6) recommended coaches for the duration of the contract. The provided list should include for each coach:

- Name and surname;
- Race;
- Gender;
- Range of age;

- Relevant qualification(s);
- Coaching credentials and certification(s); and
- Minimum relevant experience in coaching at executive leadership level.

Please note:

- The recommended list of coaches must at least meet the EE target of 50% blacks and 50% gender.
- Bidders must refer to paragraph 8.2.3 to ensure compliance in their response.

9.5 ANNEXURE B: PRICING SCHEDULE

Bidders must refer to **Annexure B: Pricing Schedule**, which details the schedule that must be completed. Bidders are required to consider the following prior to the completion of the pricing schedule:

- The fees must be all inclusive and firm.
- No cost for disbursement for travel.
- There is no retainer fee.

10 TECHNICAL COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist, as outlined in Annexure A1, in order to guide the SARS evaluators where to find their technical responses.

11 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are expected to abide by the following provisions. CSD can be accessed via the following link: <https://secure.csd.gov.za/>.

Service providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular 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.

12 INSTRUCTIONS TO BIDDER(S)

- 12.1** Bids must be properly packaged and deposited on or before the Closing Date and time in the tender box situated at the main entrance of the:

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

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

- 12.3** 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.

- 12.4** Late bids will not be accepted and shall be returned to Bidder(s).

- 12.5** The Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and a USB with the contents of each file.

- 12.6** Each file and USB 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 USB must be labelled and submitted in the following format:

Table 12A: File Packaging

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> Bidder Compliance Checklist for the Technical Evaluation (Annexure A1) Bidder's technical responses to Annexure A2, A3 and supporting documents to paragraph 9

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 3 <ul style="list-style-type: none"> Any supplementary / additional information as part of technical response Financial Statements 	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"> B-BBEE Certificate / Sworn Affidavit SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule
Note: SARS request that bidders use Lever Arch files to package their proposals.	

13 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 documents, as outlined in paragraph 13.1 below.
- Technical Evaluation Criteria (Gate 1)** – Bidders will be evaluated out of 100 points and must achieve a minimum threshold of 70 points. The process is outlined in paragraph 13.2.
- Price and B-BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 and B-BBEE 20 points. The process is outlined in paragraph 13.3.

13.1 Pre-Qualification Criteria – Gate 0

Without limiting the generality of SARS other critical requirements for this bid, a bidder(s) must submit the documents listed in **Table 13A** 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 13A: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Tax Compliance status pin	YES – Submit Tax Compliance status pin.
Central Registration Report (Central Database System) from National Treasury	YES – Bidders must register on Central Database System and submit the Report as confirmation of registration.
Pricing Schedule – Annexure B: Pricing Template	YES – Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – Fully complete or answer the questions accurately and sign. Add a supplementary document in the event that the SBD form does not provide adequate space. This is where we require Shareholding, Directorship, Management and Key Personnel. If there is a Holding Company and/or Trusts etc. all persons including beneficiaries must be disclosed.
Preference Point Claim Form - SBD 6.1	YES – Complete and sign the supplied pro forma document.
Declaration of bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document.
Certificate of Independent bid Determination – SBD 9	YES – Complete and sign the supplied pro forma document.
SARS' Oath / Affirmation of Secrecy	YES – Each recommended coach to 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)	YES – Sign the supplied GCC.
Supplier cost and risk assessment questionnaire	YES – Complete and sign the supplied pro forma document.
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A1)	NO – Complete to assist with ease of reference during evaluation.

Financial Statements	NO – Bidders are required to submit complete sets of audited or reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity.
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Only Bidder(s) that have met the pre-qualification criteria mentioned in Table 13A will be evaluated for compliance with the Mandatory Requirement.

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 and will result in the **immediate disqualification** of a Bidder.

In respect of this RFP, the minimum B-BBEE status level of contributor must be **level 3** as appears in Table 13B.

Table 13B: Mandatory Requirements

Mandatory Requirements	Non-compliance with stated B-BBEE status level will result in disqualification
Minimum B-BBEE status level 3	YES – Submit a valid B-BBEE certificate, sworn affidavit or SANAS accredited BEE certificate with minimum B-BBEE status level 3.

Bidders must ensure that the turnover on the financial statement is aligned with a submitted sworn affidavit.

13.2 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.

13.3 Price and B-BBEE evaluation (Gate 2) - 80 + 20 = 100 Points

13.3.1 Stage 1 – Price Evaluation (80 points)

Table 13C: Price evaluation formula

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

Where

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

13.3.2 Stage 2 – BBBEE Evaluation (20 points)

a. B-BBEE Requirements

In line with the requirements of the Preferential Procurement Regulations, 2017 (Government Gazette

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

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

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

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

Table 13D: B-BBEE Points allocation and required documents

Adjudication Criteria	Maximum Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE certificate.	20

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.

Table 13E: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	Sworn affidavit or a certificate from the Companies and Intellectual Property Commission (“CIPC”) or a certified copy of a B-BBEE Rating Certificate from a SANAS accredited rating agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS accredited rating; or A DTI Affidavit – Only 51% Black Owned (BO) and above.

Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
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Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), 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 considered a non-responsive bid.

Use and acceptance of Sworn Affidavits

SARS reserves the right to request that Service Providers submit their Black Ownership and turnover information in support of their affidavits.

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

Joint Ventures and Consortiums

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

Subcontracting

Bidders who want to claim preference points will have to comply fully with regulations 12(1) and (3) of the Preferential Procurement Regulations, 2017 with regard to subcontracting:

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

Proof of Existence: Joint Ventures and/or Subcontracting

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

The joint venture and/or subcontracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or subcontracting 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 subcontracting arrangement.

13.3.3 Stage 3 (80 + 20 = 100 points)

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

14 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.

14.1 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.

14.2 Entities which are trading for less than three (3) financial periods should provide:

- A letter detailing that fact, signed by a duly authorised representative of the entity; and
- Any other information or documentation which would provide more clarity on the financial history of the bidder.

14.3 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 authorised representative of the entity.

14.4 In the event of the bid being in the form of a JV, the following is required:

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

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

15 AGREEMENTS

15.1 General Conditions of Contract

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

15.1.1 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 bidder.

15.1.2 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.

15.2 Services Agreement

15.2.1 Upon award, SARS and the successful bidder will conclude a supplementary agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft Services Agreement included in this tender pack.

15.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during the course of negotiations with the successful bidder by amending or adding thereto.

15.2.3 Bidders are requested to:

15.2.3.1 Comment on the terms and conditions set out in the Services Agreement and where necessary, make proposals to the terms and conditions;

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

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

15.2.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful

bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

15.3 Insurance

The successful bidder will be required, on or before the effective date of the Services Agreement and for the duration thereof, 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.

16 SPECIAL CONDITIONS OF THIS BID

16.1 SARS reserves the right:

- 16.1.1 Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 16.1.2 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);
- 16.1.3 To accept part of a Bid rather than the whole Bid;
- 16.1.4 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;
- 16.1.5 To correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process; and/or
- 16.1.6 To disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

17 SARS requires Bidder(s) to declare

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

17.1 Confirm that the Bidder(s) is to:

- 17.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
- 17.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;
- 17.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 17.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 17.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 17.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 17.1.7 Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 17.1.8 Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

18 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- 18.1 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;
- 18.2 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;
- 18.3 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;

- 18.4 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;
- 18.5 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;
- 18.6 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;
- 18.7 Has in the past engaged in any matter referred to above; or
- 18.8 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.

19 MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT

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

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the Services Agreement between SARS and the Bidder for the provision of the Service in question.

20 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.

21 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.

22 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.

23 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.

24 TAX COMPLIANCE

No tender shall be awarded to a Bidder whose tax affairs are not in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award. 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.

25 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.

26 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.

27 RESPONSIBILITY FOR SUBCONTRACTORS AND BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its subcontractors (if any) and personnel of its subcontractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 13.3.2. In the event that SARS allows a Bidder to make use of subcontractors, such subcontractors 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 subcontractors.

28 CONFIDENTIALITY

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

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 Tenders or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.

29 INTELLECTUAL PROPERTY

SARS retains ownership of all Intellectual Property rights in the tender information documents that form part of this RFP. Bidders will retain the Intellectual Property rights in their tender responses, but grant SARS the right to make copies of, alter, modify or adapt their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

30 SARS PROPRIETARY INFORMATION

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

- 31 ANNEXURE A1 – TECHNICAL COMPLIANCE CHECKLIST**
- 32 ANNEXURE A2 – TECHNICAL EVALUATION SCORECARD**
- 33 ANNEXURE A3 – BIDDER’S EXPERIENCE SCHEDULE**
- 34 ANNEXURE B – PRICING SCHEDULE**