

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 03/2022/B

**ESTABLISHMENT OF A PANEL OF APPROVED SERVICE
PROVIDERS**

TO RENDER RECRUITMENT SERVICES FOR:

**CATEGORY B: PERMANENT & TEMPORARY RECRUITMENT
SERVICES**

MAIN RFP DOCUMENT

INSTRUCTIONS, GUIDELINES, AND CONDITIONS OF TENDER

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REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

- 1.1 The purpose of this Request for Proposal (RFP) is to solicit proposals from potential service provider(s) with a **minimum BBBEE level 3 status** for provision of Recruitment Services to SARS.

For this RFP document, the recruitment services constitute the following categories:

Category A: Executive Search Services

Category B: Permanent and Temporary recruitment services

Bidders may submit proposals in respect of either one (1) or both categories.

This will assist SARS to appoint a panel of Recruitment Service Providers to effectively source candidates for critical, scarce, specialist and leadership roles. It would also enable SARS to meet capacity requirements on time with the best suitable candidates. SARS is committed to the provision of career progression opportunities for its internal staff and will therefore endeavour to fill vacancies internally. After exhausting all other recruitment channels, would the services of recruitment agencies and executive search companies be required to fill emerging and difficult to fill vacancies as and when the need arises.

This RFP document details and incorporates, as far as possible, the scope of work required by SARS from the potential successful bidder(s). This RFP does not constitute an offer to do business with SARS, but merely serves as invitation to potential bidder(s) to facilitate a requirements-based decision process.

1.2 BIDDER(S) RESPONSES

Category B: Permanent recruitment services (Broadband employee levels) and Temporary recruitment services (Short-term contract workers and qualifying temporary workers).

Bidders must complete **Annexure B1** and clearly indicate the category they are bidding for. Each category will be evaluated independent of each other, and it is therefore important that bidders respond to all the required information separately should they be submitting proposals for both categories.

1.3 TECHNICAL LEGISLATION AND/OR STANDARDS

The bidder(s) must comply with all legislation and/or standards applicable to the services required in terms of this RFP, namely, but not limited thereto:

1.3.1 The Labour Relations Act, 1995 (Act No. 66 of 1995).

1.3.2 Employment Equity Act, 1998 (Act No. 55 of 1998).

1.3.3 Basic Conditions of Employment Act, 1977 (Act No.75 of 1977).

1.3.4 Skills Development Act, 1998 (Act No. 97 of 1998).

1.3.5 Employment Services Act, 2014 (Act No 4 of 2014) and

1.3.6 Protection of Personal Information Act, 2013 (Act No 4 of 2013) ("POPIA")

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Background

SARS aims to develop a high performing, diverse, agile, engaged, and evolved workforce to nurture the Tax and Customs system based on voluntary compliance as well as critical support in other areas. The organisation needs to adopt smart and agile ways to source, recruit and on board knowledgeable and highly competent talent to respond to its current and future capacity requirements. 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 and cost.

There is a need for SARS to appoint a panel of Recruitment Service Providers for Permanent and Temporary recruitment services. Recruitment Service Providers need to understand SARS organisational mandate and exhibit values that are aligned to those of SARS.

This request is aimed at bidders that can assist SARS to effectively fill leadership roles at senior level and highly specialised scarce, as well as in demand skills on a permanent and temporary basis with the best calibre of candidates.

2.1.1 SARS ORGANISATIONAL ARRANGEMENT

The SARS Enterprise Structure is shaped by the prevailing SARS Functional Model and forms the foundation for translating the business strategy into functional organisational structures, through the grouping/clustering together communities of common practice. Work streams are managed within a cluster/sub-cluster.

2.1.2 TAXPAYER ENGAGEMENT CLUSTER

Key performance areas

1. Monitor and review the Health of the Taxpayer Engagement Cluster.
2. Alignment across sub-clusters to ensure the taxpayer experience is managed cross the entire value chain, consistently, and within the Service Charter commitments,

2.1.2.1 Sub-Cluster: Standard Operations:

2.1.2.1.1 Collaborate, streamline, manage, review, report and action all SARS Regional Operations matters in a manner that allows for standardization as well as continuous improvement across the operations value chain.

2.1.2.1.2 Review the Health of Standard Operations (Regions).

2.1.2.1.3 Agree on areas of shared services to avoid duplication and foster efficient use of resources.

2.1.2.1.4 Track performance against agreed sub-cluster annual performance plans.

2.1.2.2 Sub-cluster: Segmented Operations

2.1.2.2.1 Collaborate, streamline, manage, review, report and action all SARS Segmented Operations matters in a manner that allows for standardization as well as continuous improvement across the operations value chain.

2.1.2.2.2 Review the Health of Segmented Operations (Segments).

2.1.2.2.3 Agree on areas of shared services to avoid duplication and foster efficient use of resources.

2.1.2.3 Sub-Cluster: Customs Operations

2.1.2.3.1 Ensure coordination of the Customs and Excise functional family to ensure seamless flow of crosscutting functions at an Enterprise level guided by the SARS Compliance philosophy.

2.1.2.3.2 Monitor and provide oversight on the performance of all Customs and Excise related APP objectives.

2.1.2.3.3 Provide required support to discourage and interrupt illicit cross-border activities.

2.1.2.3.4 Enable facilitation of the seamless flow of legitimate trade and travel across ports of entry.

2.1.2.4 Sub-Cluster: Audit, Investigation & Dispute Resolution

2.1.2.4.1 Ensure that audit; investigation and taxpayer disputes are resolved professionally, accurately and within agreed timelines.

2.1.2.4.2 Ensure that the approach to the management of all cases are affected within the overall strategic intent of voluntary compliance.

2.1.2.4.3 Align the work within the sub-cluster to the overall taxpayer experience as expressed in our Strategic Objectives.

2.1.3 ENTERPRISE DESIGN & ENABLING CLUSTER

Key performance areas
<ol style="list-style-type: none"> 1. Provide specialized insight for segment and product specific needs and requirements. 2. Design processes including policies, standard operating procedures, and functions across the value chain from registration through to payment AND full compliance for a specific tax product 3. Create and maintain the design and enabling environment across the enterprise. 4. Report and review of operational performance against respective business plans of all sub-clusters. 5. Ensure that all risks within the cluster are managed and mitigated and the risk register is continuously reviewed and updated.

2.1.3.1 Sub-Cluster: Products, Process and Segments

2.1.3.1.1 Ensure that the architecture and design of the end-to-end administrative process for all tax products facilitates voluntary compliance and is aligned to the legislative requirements.

2.1.3.1.2 Ensure that the organizational commitment to taxpayers’ segmentation is enabled.

2.1.3.1.3 Ensure collaboration between Product, Processes and Segments aspects.

2.1.3.1.4 With reference to the above, provide input to the data and technology enabling platform.

2.1.3.2 Sub-Cluster: Data & Technology

2.1.3.2.1 End-to-end process architecture as designed is developed and delivered in a disciplined approach, whilst maintaining system incoherence - to achieve the strategic intent of voluntary compliance and desired taxpayer experience.

2.1.3.2.2 Increasingly, expand the digital offerings that allows seamless engagement with all stakeholders.

2.1.3.3 Sub-Cluster: Legal Policy

2.1.3.3.1 Coordinated and aligned internally within SARS and supportive of the strategic intent of voluntary compliance at appropriate levels.

2.1.3.3.2 Effectively represented at National Treasury processes – mindful of:

- a. SARS Core Business strategic objectives
- b. Implication of policy formulation for end-to-end administration
- c. Impact on SARS resource as well as developmental and change management timelines.

2.1.3.4 Sub-Cluster: People Operations

2.1.3.4.1 Collaborate, streamline, and manage the operations of the business units within the SARS people management function in pursuit of developing a high performing, diverse, agile and engaged workforce towards high value knowledge and service work.

2.1.3.4.2 Serve as a lateral communication link of the people functional / operational components and horizontal line of sight on people governance and compliance.

2.1.3.4.3 Review and recommend to the relevant governance structures, the approval of the Human Resources strategies, organizational structures, capacity model and capability improvement programmes, the people related performance measures and targets and advise on a people and performance culture framework.

2.1.4 Enterprise Service & Support Cluster

Key performance areas
<ol style="list-style-type: none">1. Provides corporate services to the organization. The functions include (amongst others): ensure compliance with OHS requirements; including Control health (Audit) Finance, Procurement, Security, General Housekeeping, Corporate Legal Services, Governance, Risk and Compliance, Health and Safety and Physical Security, as well as Physical facilities.2. Ensure all regulatory compliance is adhered to.3. Ensure all POPIA requirements are adhered to.

2.1.4.1 Sub-Cluster: Governance & Regulatory

2.1.4.1.1 Monitor and oversee the implementation of the enterprise corporate governance across all business units within SARS.

2.1.4.2 Sub-Cluster: Finance, Physical Resources & Procurement

2.1.4.2.1 Plan, recommend, manage and monitor the SARS Own Accounts budget and spending to ensure efficient and effective execution of the SARS Strategic Plan.

2.1.4.2.2 Develop a comprehensive budget for implementation of the Strategic Plan and Annual Performance Plan.

2.1.4.2.3 Oversee and monitor the resources, which includes physical security; facilities and procurement of all Clusters within SARS and appropriate funds as and when required to align with the Strategic direction

2.1.5 Operations Orchestration & Enabling Cluster

2.1.5.1 Sub-Clusters: National Revenue and Compliance

Key performance areas
<ol style="list-style-type: none"> 1. Translate the agreed Revenue Estimate into an Enterprise-wide Revenue Programme. 2. Monitor and track Revenue Recovery Projects - as and when required to ensure the achievement of the Revenue Estimate.

2.1.6 National Operations Scheduling and Enabling

Key performance areas
<p>Perform the orchestration of all activities within operations and in so doing to ensure that:</p> <ol style="list-style-type: none"> 1. SARS develops and maintain an operational rhythm. 2. Embed effective production planning. 3. Maintain an operational readiness for national campaigns. 4. Develop a coordinated on-boarding of releases/activities. 5. Achieve the annual performance plan (operations).

6. Build and transformation of taxpayer engagement capability of the current and future in identified job families.
7. Deliver on a coordinated Taxpayer and Trader Education programme to enhance the taxpayer experience.

Every SARS leader shall display professional proficiency, manage people and work whilst also impacting others positively.

2.2 SARS Leadership and Capabilities

In line with the Leadership Model (**Annexure B7**), SARS leaders are required to demonstrate the following capabilities:

2.2.1 Higher Purpose

- Balance an indomitable will with genuine humility
- As an ambition not for themselves, but for a worthy cause.

2.2.2 Stewardship

- Holding in trust on behalf of others.
- Bequeath something greater than what was inherited.
- Place interest of others ahead of own.

2.2.3 Service Obsession

- Delivering impactful results against clear objectives.
- Displays fanatical discipline.
- Empirical creativity.

2.2.4 Care and Growth

- Truly demonstrate an interest in the wellbeing of employees.
- Inspires employees to be the best version of themselves.

2.3 SARS BROADBAND EMPLOYEE LEVELS

The following SARS Broadband Employee Levels are fully aligned to both the SARS Levels of Work and naming convention.

Level of work	Hay Reward Level	Functional Description	Theme of Work
5 Low	25	Executive Level	Strategy Formulation
4 High	23 - 24	Executive level (Chief, Lead Specialist)	Strategy Alignment

4 Low	22	Executive level (Chief, Lead Specialist)	Strategy enablement
3 High	19 - 21	Executive Level (Senior Specialist)	Tactical Development
3 Low	18	Middle Management (Specialist)	Tactical Implementation
2 High	16 - 17	Junior Management (Operational lead and highly skilled technical official)	Operational optimisation
2 Low	14 - 15	Skilled Technical Official	Operational Coordination
1 High	12-13	Highly Skilled Knowledge Worker (Team member)	Operational Delivery: Team member
1 Mid	10 - 11	Knowledge Worker (Administrator)	Operational Delivery: Administrator

2.4 CATEGORY B: PERMANENT AND TEMPORARY RECRUITMENT SERVICES

2.4.1 SCOPE OF SERVICE

The successful bidder(s) responsibilities will include:

- 2.4.1.1 Pre-screening of candidates before submitting candidates that meet the requirements of the job; at most 3 (three) preferred candidates for each advertised position.
- 2.4.1.2 Conduct a Personal Credentials Verification (ID validation, Credit Check, Criminal Check, Qualification Check, Driver's Licence, and any other checks required for the position and two competency-based reference checks from previous employers prior to referring the candidate to SARS.
- 2.4.1.3 Provide evidence of the Personal Credentials Verification conducted as well as the consent of the candidate to undergo the verification process upon selection.
- 2.4.1.4 Ensure that if the candidate is offered and accepts the position with SARS, the candidate completes all the on-boarding documents and provides the original documentation required by SARS.

- 2.4.1.5** Advise unsuccessful applicants of the outcome of their applications timeously.
- 2.4.1.6** Conduct and present market analysis annually (current and future recruitment trends).
- 2.4.1.7** Provide a full report of the recruitment process followed for each position, should this be requested by SARS, including the pre-selection process. The pre-selection process must give a substantive indication of the suitability of the candidate's skills and knowledge for the position. Bidders to attach evidence of the interview in the format provided by SARS.
- 2.4.1.8** Submit all invoices with a Purchase Order ("PO") number to Recruitment Partner, the initiator of a request. SARS procurement will provide the PO number. Invoices should include all relevant information (requisition number, name of candidate, placement fees, time sheets etc).
- 2.4.1.9** Attend performance reviews when requested to do so by SARS.
- 2.4.1.10** Successful vendors may not:
- Send unsolicited CVs to SARS; such CV's will be destroyed without any consultation with the bidder.
 - Publish SARS remuneration packages when advertising positions.
 - Disclose or commit a specific salary to candidates; and
 - "Poach" or solicit any SARS employees.

2.4.2 PRICING METHODOLOGY

- 2.4.2.1** The fee payable to the bidder for permanent employment will be calculated as a percentage of annual guaranteed total package.
- 2.4.2.2** The bidder will not bill SARS on any bonuses, including service bonus.
- 2.4.2.3** The fee payable to the bidder for non-permanent employment will be calculated as percentage pro-rated annual guaranteed total package; and
- 2.4.2.4** All percentage placement fees are exclusive of VAT.

2.5 SARS REQUIREMENTS FROM BIDDER(S): PERMANENT AND TEMPORARY RECRUITMENT

Bidders are required to submit their responses to all the requirements in these paragraphs (**Refer to Paragraph 7.4** for detailed technical evaluation)

2.5.1 Company profile and Resources

- 2.5.1.1** A company profile demonstrating the bidder(s) years performing permanent and temporary recruitment services.

2.5.1.2 Organisational structure demonstrating how bidder(s) will perform permanent and temporary recruitment service.

2.5.1.3 Indicate bidder(s) ability to source and place candidates for vacant posts located across provinces.

2.5.2 **Capability**

2.5.2.1 CV's showing number of years of experience of key personnel to carry permanent and temporary recruitment services.

2.5.2.2 Provide qualifications of key accounts manager.

2.5.2.3 At least three (3) placements in the past five (5) years in any of the levels: Strategy formulation, Strategy alignment, Strategy enablement, Tactical development, Tactical implementation, Operational optimisation, Operational coordination Operational delivery: Team member and Operational delivery: Administrator.

2.5.2.4 Bidder(s) should provide evidence of placement in different industry(ies), sector(s),

2.5.2.5 Bidder(s) should provide evidence of specialisation in Profession(s) /functional areas that are in line with SARS areas of specialisation (**Refer to Annexure B8** for SARS areas of specialisation).

2.5.2.6 Bidder(s) should provide evidence of turnaround times in executing a project.

2.5.2.7 Bidder(s) should demonstrate ability to place EE candidates.

2.5.2.8 Bidder(s) should demonstrate ability to place candidates living with disability

2.5.3 **Methodology/Approach/Standard procedures that will be applied for this tender**

2.5.3.1 Bidder(s) should provide a detailed permanent and temporary recruitment 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.

2.5.3.2 Provide a detailed approach, methodology and process to meet the organisation's recruitment requirements. Points are allocated based on the criteria's:

- a. Pro-active / Talent Pooling / candidate pipelining
- b. Virtual / Face to face / Telephonic interviewing
- c. Reference checking before referring candidates
- d. Assessments for administrative roles before referring candidates
- e. Pre-employment checks before referring candidates

2.5.4 **Guarantees and Contingency Plan**

2.5.4.1 Provide guarantee period of the candidate in SARS employment. SARS reserves the right to accept, reject and/or negotiate the bidder(s) guarantee period proposed.

- 2.5.4.2 Provide a contingency plan to SARS for replacing the candidate.
- 2.5.4.3 The table below illustrates SARS proposed guarantee period and clawback provision that will be applicable in the event the incumbent resigns within the specified period.
- 2.5.4.4 In the event of clawback provision, the calculations for the amount to be paid back to SARS will include basic cash salary, allowances, and benefits as well as guaranteed bonuses such as sign-on bonuses.

Table 2A: Guarantee period and clawback provision

Guarantee Period	Clawback provision
0 – 3 months	100% or candidate replacement at no additional cost
4 – 8 months	Candidate replacement fee at 50%
9 – 12 months	Candidate replacement fee at 25%
12 months+	0%

“Clawback refers to a situation where money that has already been paid out must be returned to SARS”

2.5.5 **Testimonials**

Bidders should provide five (5) testimonials (**Annexure B4**) from the past five (5) years from any clients for more than three (3) vacancies where successfully placed. The testimonials must include but not be limited to:

- a. Brief description of services rendered
- b. Quality of service
- c. Recruitment Turn-around-time
- d. Performance

3 STRUCTURE OF THE RFP PACK

3.1 Structure

3.1.1 This RFP pack is organised in 5 (five) sections consisting of one or more documents in each section.

Table 3A: RFP pack outline and contents

Section	Index	Description of section contents
1	Main RFP Document	Documents outlining the main RFP guidelines, instructions, conditions and documents necessary for a bidder to submit a proposal.
2	Business Requirements Specification	Document(s) outlining the business requirements specifications, technical requirements and other information required by a bidder to submit a proposal.

3	SBD Documents	Standard Bid Documents (SBDs) and other administrative documents that are required by National Treasury and SARS Procurement to be read, completed, and returned as part of a bidder's proposal.
4	Contract management	The General Conditions of Contract (GCC) and proposed agreement under which SARS wishes to contract the services.
5	Response templates	Where applicable, response templates that are required to be completed and returned as part of a bidder's proposal.

4 KEY ACTIVITIES AND DATES

- 4.1 The table below lists certain key dates and activities relevant from the time of issue of the RFP up to and until the closing date:

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	Bid Number	RFP 03/2022/B
2.	Description	ESTABLISHMENT OF A PANEL OF APPROVED SERVICE PROVIDERS TO RENDER RECRUITMENT SERVICES FOR: CATEGORY B: PERMANENT & TEMPORARY RECRUITMENT SERVICES
3.	Duration of contract	The successful bidder will be appointed for a period of sixty (60) months, subject to SARS terms and conditions.
4.	Validity period of proposals	Bids submitted will be valid for a period of 180 calendar days from closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.
5.	Advertisement of the RFP	a) SARS website: 04/11/2022 b) National Treasury Tender Portal: Date: 04/11/2022 c) SARS E-Sourcing: Date: 04/11/2022
6.	RFP pack available for download from SARS website	Date: 04/11/2022
7.	Physical briefing session / site inspection date, location, and address	No Physical Briefing session to be held
8.	Virtual briefing session date and registration	The non-compulsory briefing session will be held virtually via a Microsoft Teams meeting and can be accessed at the following link: Click here to join the meeting Date:17/11/2022

9.	Bidders to submit written questions on or before	Date: 28/11/2022
10.	SARS to respond to bidders' written questions on or before	Date: 30/11/2022
11.	CLOSING DATE AND TIME (proposals due)	Date: 05 December 2022 at 11H00

- 4.2 All dates and times in this RFP are South African Standard Time. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action or create any right or expectation in any way for any bidder to demand that any action be taken on the date established, or on any other date. A bidder accepts that if SARS extends the deadline (closing date) for proposal submissions for any reason whatsoever, the requirements of this RFP will apply equally to the extended deadline.

5 COMMUNICATION

- 5.1 All communications to SARS must be addressed to the SARS Tender Office, emailed to tenderoffice@sars.gov.za, and must contain a clear reference to this RFP. Communication sent by SARS must only be regarded as official communication if sent from tenderoffice@sars.gov.za, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.
- 5.2 A bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify a bidder if the bidder communicates or attempts to communicate any information regarding this RFP to any of SARS' employees; officials; or any third parties involved in the preparation, evaluation, or award of the RFP other than through the official contact provided.

6 TENDER PREPARATION AND SUBMISSION

6.1 Introduction

- 6.1.1 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), which prescribes that SARS' procurement processes be:
- 6.1.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective; and
 - 6.1.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Regulations, and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

6.2 Question and answer process

- 6.2.1 A bidder may submit questions to SARS as part of the question-and-answer process to gain a full understanding of any aspect of the RFP that is not clear to the bidder.

- 6.2.2 Between the dates given in paragraph 4, SARS will receive written questions sent by bidders by email through the official contact provided in this document. SARS will respond to these questions, but however is not obliged to respond to a question should it choose not to do so. The questions and answers will be published on the SARS website. The identity of a bidder who has directed a question to SARS will not be disclosed by SARS in such responses.
- 6.2.3 SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such reissued or additional documentation will be published on the SARS website. It is a bidder's responsibility to visit the SARS website at regular intervals to ensure that a bidder uses the latest versions of documents in the RFP pack.
- 6.2.4 The SARS procurement website must be treated as the primary means of communication. In the event of any other communication that conflicts with communications posted on the SARS website, the SARS website communication will prevail.

6.3 Central Supplier Database

- 6.3.1 All bidders wishing to do business with SARS must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.
- 6.3.2 Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

6.4 Proposal submission

- 6.4.1 For this RFP, SARS will accept proposal submissions in the form of physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office.
- 6.4.2 The physical proposal submissions must be deposited in the SARS tender box on or before the closing date and time at the SARS Tender Office, situated at the main entrance at:

**SARS Procurement Tender Office, Lehae La SARS,
299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn, Pretoria, 0181.**

- 6.4.3 The proposals may also be posted to the address provided in the afore mentioned paragraph.
- 6.4.4 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used.
- 6.4.5 Late proposals will not be accepted.

6.5 Instruction for submitting a proposal

- 6.5.1 This section details the instructions to bidders for preparing a proposal in response to this RFP, which must be followed in detail to enable the information contained in a bidder's proposal to be read, understood and evaluated in a common and consistent layout, and to ensure that the information submitted is correct, complete and well structured. Should a proposal be received that is not in the correct format, SARS reserves the right to disqualify the entire proposal or portions of the proposal

depending on the extent of the deviation from the format described in this document.

6.5.2 All proposals and supporting documentation must be submitted in English.

6.5.3 A bidder's proposal is required to be submitted as:

1 x Original hardcopy	One (1) original hardcopy proposal clearly marked as " <i>Original</i> "
1 x Duplicate hardcopy	One (1) duplicate proposal clearly marked as " <i>Copy</i> "
1 x Electronic copy	One (1) electronic copy of the original hardcopy proposal

6.5.3.1 A "hardcopy proposal" means an A4 ring bound lever arch file.

6.5.3.2 An "electronic copy" means a memory stick (USB stick).

6.5.4 Each hardcopy proposal and electronic copy must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

6.5.5 **Pricing information must be included in a separate file (File 2), and not be included in the technical file (File 1).**

6.5.6 A bidder is required to submit the contents of its proposal (hardcopy and electronic) in the following format:

Table 6A: Format and organisation of proposal

Files		Section	Responses
File 1: TECHNICAL proposal	<ul style="list-style-type: none"> • RFP reference • Description • Bidder name 	1	<ul style="list-style-type: none"> • Prequalification documents (Table 7A)
		2	<ul style="list-style-type: none"> • Response to mandatory requirements • Supporting documents for mandatory requirements (Table 7B)
		3	<ul style="list-style-type: none"> • Response to technical requirements • Supporting documents for technical requirements
		4	<ul style="list-style-type: none"> • Service Provider Compliance Checklist for the Technical Evaluation (Annexure B1)
		5	<ul style="list-style-type: none"> • Draft master service agreement (Annexure B6) • General Conditions of Contract
File 2: PRICE and B-BBEE proposal	<ul style="list-style-type: none"> • RFP reference • Description • Bidder name 	1	<ul style="list-style-type: none"> • B-BBEE certificate or sworn affidavit
		2	<ul style="list-style-type: none"> • SBD 4, SBD 1 • Pricing schedule (Annexure B5)

7 EVALUATION OF PROPOSALS

7.1 Process after the closing date

- 7.1.1 After the closing date and time SARS will evaluate the proposals with reference to SARS' evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

7.2 Administrative Prequalification evaluation process (Gate 0)

- 7.2.1 SARS has defined minimum administrative prequalification criteria that must be met by a bidder. The table below contains the administrative prequalification documents that are required as part of a bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective bidder(s).
- 7.2.2 Where a bidder's proposal fails to comply fully with any of the administrative prequalification criteria, SARS may at its discretion allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a period of **five (5) working days** or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the bidder.

Table 7A: Administrative Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission may result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document.	YES
2.	SBD 4: Bidder's Disclosure	Bidder to complete and sign the supplied pro forma document.	YES
3.	Proof of registration on the Central Supplier Database (CSD)	Bidder to submit the proof of registration on CSD.	YES
4.	General Conditions of Contract (GCC) and Draft Agreement	Bidder to sign the supplied pro forma document.	YES
5.	Bidder Compliance Checklist Form for Technical Evaluation (Annexure B1)	Complete to assist with ease of reference during evaluation.	NO
6.	Pricing Schedule	Submit full details of the pricing proposal to SARS in Annexure B5 .	YES
7.	Private Employment Agency (PEA) certificate	Bidders should provide a valid Private Employment Agency (PEA) certificate or	YES, at the contracting stage.

	Prequalification documents to be submitted	Instructions	Non-submission may result in disqualification?
		<p>proof of registration with the Department of Labour.</p> <p>No contract will be entered into without a valid PEA certificate.</p> <p><i>*SARS will verify the validity of the above information with the respective accreditation bodies.</i></p>	

7.3 Mandatory evaluation process (Gate 1)

- 7.3.1 Only Bidders that have met the administrative prequalification Criteria in Gate 0 will be evaluated in Gate 1 for mandatory evaluation. The table below contains the mandatory evaluation criteria.
- 7.3.2 **If a bidder does not meet any of the mandatory evaluation criteria, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.**

Table 7B: Mandatory evaluation criteria

	Mandatory evaluation criteria	Bidder to submit as proof
2.	Minimum B-BBEE status level of 3	Bidders to submit a valid B-BBEE status level verification certificate or a valid sworn affidavit as proof.

7.4 Technical evaluation process (Gate 2)

- 7.4.1 Only bidders that have met the prequalification and mandatory evaluation requirements will be evaluated for technical capability and functionality, strictly according to the technical evaluation criteria below. A bidder is required to provide a technical solution for the required goods and services that meet SARS' requirements, and that is financially competitive and offers value for money.
- 7.4.2 The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of **80** points out of 100 points. Bidder(s) that meet the threshold of 80 points will be appointed to the panel.

Table 7C: Technical evaluation criteria

	Technical evaluation criteria	Scoring criteria	Points
1.	Company Profile and Resources		9

	Technical evaluation criteria	Scoring criteria	Points
1.1	Company profile demonstrating bidder(s) years performing permanent & temporary recruitment services	0 = less the 3 years performing permanent & temporary recruitment services 1 point = 3-4 years performing permanent & temporary recruitment services 2 points = 5-6 years performing permanent & temporary recruitment services 3 points = 7 years and above performing permanent & temporary recruitment services	3
1.2	Organisational structure demonstrating how bidder(s) will perform permanent & temporary recruitment service and full contact details of role player(s) provided.	0 point = No information provided 2 point = Organisational structure demonstrating how bidder(s) will perform permanent and temporary recruitment services 4 points = Organisational structure demonstrating how bidder(s) will perform permanent and temporary recruitment services and full contact details of the role player(s) provided.	4
1.3	Indicate bidder(s) ability to source and place candidates for vacant posts located across provinces.	0 point = Ability to source and place candidates for vacant posts located in less than three provinces 1 point = Ability to source and place candidates for vacant posts located in 3-6 provinces 2 points = Ability to source and place candidates for vacant posts located in 7-9 provinces	2
2.	Capability		43
2.1	CV(s) showing number of years of experience of key personnel to carry permanent & temporary recruitment services a company letterhead and include the following: company name, contact name, phone number, and duration of contract, a brief description of the services rendered and the value for the project. SARS reserves the right to contact the references during the evaluation. It is therefore important to ensure that the clients on the schedule are contactable.	0 = CV showing average number of years of experience of key personnel carry permanent and temporary recruitment services is less than 4 yrs. 1 = CV showing average number of years of experience of key personnel carry permanent and temporary recruitment services is 4-5 yrs. 2 = CV showing average number of years of experience of key personnel carry permanent and temporary recruitment services is 6-7 yrs. 3 = CV showing average number of years of experience of key personnel carry permanent and temporary	4

	Technical evaluation criteria	Scoring criteria	Points
		recruitment services is 8-9 yrs. 4 = CV showing average number of years of experience of key personnel carry permanent and temporary recruitment services is 10+ yrs.	
2.2	Qualifications of the key accounts manager provided.	0 point = Below NQF4/No qualification is provided 1 point = NQF4 to 5 qualification is provided 2 points = NQF6 to 7 qualification is provided 3 points = NQF8 to 10) qualification is provided	3
2.3	At least three (3) placements in the past five (5) years in any of the levels: 1. Strategy formulation (9 points), 2. Strategy alignment (8 points), 3. Strategy enablement (7 points), 4. Tactical development (6 points), 5. Tactical implementation (5 points) 6. Operational optimisation (4 points) 7. Operational coordination (3 points) 8. Operational delivery: Team member (2 points) 9. Operational delivery: Administrator (1 point)	0 point = Less than 3 placements in any of the levels in the past 5 years/ no information provided 1 point = Bidder successfully placed 3 candidates at Operational delivery: Administrator level in the past 5 years 2 points = Bidder successfully placed 3 candidates at Operational delivery: Team member level in the past 5 years 3 points = Bidder successfully placed 3 candidates at Operational coordination level in the past 5 years 4 points = Bidder successfully placed 3 candidates at Operational optimisation level in the past 5 years 5 points = Bidder successfully placed 3 candidates at Tactical Implementation level in the past 5 years 6 points = Bidder successfully placed 3 candidates at Tactical development level in the past 5 years 7 points = Bidder successfully placed 3 candidates at Strategy enablement level in the past 5 years 8 points = Bidder successfully placed 3 candidates at Strategy alignment level in the past 5 years 9 points = Bidder successfully placed 3 candidates at Strategy formulation level in the past 5 years NB* Total points scored cannot be more than the maximum 9 points where a bidder has placed in more than 1 level. If a Bidder gets points at different	9

	Technical evaluation criteria	Scoring criteria	Points
		levels, only points at the highest level will count.	
2.4	Bidder(s) should provide evidence of placement in different industry(ies), Sector(s)	0 point = No placement in any industry or Sector/ no information provided 1 point = Placement in 1 industry or Sector 2 points = Placement in 2 industries or Sectors 3 points = Placement in 3 industries or Sectors 4 points = Placement in 4 & more industries or Sectors	4
2.5	Bidder(s) should provide evidence of specialisation in Profession(s) /functional areas that are in line with SARS areas of specialisation. (Refer to Annexure B8)	0 point = no information/ functional areas are not in line with SARS areas of specialisation 1 point = 1 to 5 functional areas that are in line with SARS areas of specialisation 2 points = 6 to 10 functional areas that are in line with SARS areas of specialisation 3 points = 11 to 14 functional areas that are in line with SARS areas of specialisation 4 points = 15 to 19 functional areas that are in line with SARS areas of specialisation 5 points = 20 or more functional areas that are in line with SARS areas of specialisation	5
2.6	Bidder(s) should provide evidence of turnaround times in executing a project.	0 points = CVs submitted after 21 working days from the date of request 1 point = CVs submitted within 16-20 working days from the date of request 2 points = CVs submitted within 11-15 working days from the date of request 4 points = CVs submitted within 5-10 working days from the date of request 6 points = CVs submitted within 4 working days from the date of request	6
2.7	Equity Statistics Bidder(s) should demonstrate ability to place EE candidates.	0 point = less than 80% EE candidates placed 1 point = 80% EE candidates placed	6

	Technical evaluation criteria	Scoring criteria	Points
		2 points = 94% EE candidates placed 3 points = 95% EE candidates placed 4 points = 96% EE candidates placed 5 points = 97% EE candidates placed 6 points = 98% and more EE candidates placed	
2.8	Disability Bidder(s) should demonstrate ability to place candidates living with disability	0 point = less than 1% of candidates living with Disability 1 point = 1% of candidates living with Disability 2 points = 2% of candidates living with Disability 3 points = 3% of candidates living with Disability 4 points = 4% of candidates living with Disability 5 points = 5% of candidates living with Disability 6 points = 6% of candidates living with Disability	6
3.	Methodology/approach/ standard procedures that will be applied for Permanent and Temporary Recruitment		30
3.1	Bidders should provide a detailed permanent & temporary recruitment 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.	0 points = Bidder provided no detailed permanent and temporary recruitment search and selection methodology/approach/strategies 1 points = Bidder provided a detailed permanent recruitment search and selection methodology/approach/strategies that shows one logical step 2 points = Bidder provided a detailed permanent recruitment search and selection methodology/approach/strategies that shows two logical steps 3 points = Bidder provided a detailed permanent recruitment search and selection methodology/approach/strategies that shows three logical steps 4 points = Bidder provided a detailed permanent recruitment search and selection methodology/approach that shows four logical steps 5 points = Bidder provided a detailed permanent recruitment search and	5

	Technical evaluation criteria	Scoring criteria	Points
		selection methodology/approach/strategies that shows at least five logical steps	
3.2	Provide a detailed approach, methodology and process to meet the organisation's recruitment requirements Points are allocated based on the 4 criteria's	Bidder provided a detailed approach, methodology and process to meet SARS recruitment requirements The agency's methodology used in pre-qualifying the prospective candidate includes: (1) Pro-active / Talent Pooling / candidate pipelining (5 points) (1) Virtual / Face to face / Telephonic interviewing (5 points) (2) Reference checking before referring candidates(5 points) (3) Assessments for administrative roles before referring candidates (5 points) (4) Pre-employment checks before referring candidates (5 points)	25
4.	Guarantees & Contingency plan		10
4.1	Provide guarantee period of the candidate in SARS employment.	0 point = Bidder indicated guarantee period of less than 5 months/ No information provided 1 point = Bidder indicated guarantee period of 5 - 7months 2 points = Bidder indicated guarantee period 8 to 11 months 3 points = Bidder indicated guarantee period of 12 to 14 months 4 points = Bidder indicated guarantee period of 15 to 18 months 5 points = Bidder indicated guarantee period of more than 18 months	5
4.2	Provide a contingency plan to SARS for replacing the candidate.	0 point = No information provided 1 point = Contingency plan provided for replacing the candidate in 14 weeks. 2 points = Contingency plan provided for replacing the candidate in 12 weeks. 3 points = Contingency plan provided for replacing the candidate in 10 weeks. 4 points = Contingency plan provided for replacing the candidate in 8 weeks.	5

	Technical evaluation criteria	Scoring criteria	Points
		5 points = Contingency plan provided for replacing the candidate in 4 weeks.	
5.	Testimonials		8
5.1	Bidder to demonstrate how transfer of the relevant knowledge and skills will be implemented to SARS personnel.	<p>Bidder provided 5 testimonials satisfying the points below (8 points)</p> <ul style="list-style-type: none"> • Quality of service (2 points) • Performance (2 points) • Turn-around-time (TAT) (2 points) • Customer satisfaction (2) <p><u>Score of the bidder</u> Total score (40) X Weight (8) = Weighted Score</p>	8
	TOTAL		100

7.5 Price and B-BBEE evaluation (Gate 3)

7.5.1 Price and BBEE will not be evaluated for the establishment of the panel however, the placing % will be negotiated at the engagement stage for each placement within SARS proposed rates.

Bidders that propose percentage fees that are not within SARS proposed rates after negotiations will not be appointed to the panel.

7.6 Financial risk analysis

7.6.1 SARS will not conduct a financial risk analysis on the bidders.

7.6.2 The bidders are not required to submit complete sets of audited / independently reviewed annual financial statements, for the three (3) most recent financial periods in the name of the bidding entity.

7.7 Recommended bidders' due diligence and risk assessment prior to award

7.7.1 SARS has a moral obligation to ensure that a supplier's financial position does not place public money or services at unacceptable risks and will therefore perform due diligence and risk assessment of recommended bidder(s) prior to award.

7.7.2 Where SARS requested the annual financial statements as part of the prequalification or mandatory evaluation requirements, these will be used as a basis on assessing the financial capability and assessing a contract limit size considered "safe" to award to a potential bidder. To assist in encouraging new business and in the spirit of encouraging supplier growth, SARS will engage the bidder to demonstrate any further evidence of financial risk, capacity, or capability mitigations.

7.8 Proposed agreement

- 7.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within the time frame stipulated in the letter of award.
- 7.8.2 Upon award, SARS and the successful bidder will conclude an agreement regulating the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:
- 7.8.2.1** SARS will enter into negotiations with the bidder with a view to concluding the agreement.
- 7.8.2.2** SARS will be entitled to cease negotiating with a bidder and negotiate with another bidder if SARS, in its sole discretion, is of the opinion that: (i) the bidder has made misrepresentations in its proposal; (ii) the bidder is attempting to withdraw from positions or commitments made in its proposal; (iii) the bidder is not negotiating in good faith; or (iv) an agreement may not be expeditiously concluded with the bidder for any other reason.
- 7.8.2.3** SARS reserves the right to vary the terms and conditions of the proposed agreement during the course of negotiations with a bidder at SARS' sole discretion.
- 7.8.3 A bidder should note that the terms of its proposal will be incorporated in the proposed agreement by reference and that SARS relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that any misrepresentations in a proposal may result in legal action or other processes by SARS against the bidder, notwithstanding the conclusion of an agreement between SARS and the bidder for the provision of the goods and services in question. In the event of a conflict between the bidder's proposal and the agreement concluded between the parties, the agreement will prevail.
- 7.8.4 If the successful bidder fails to sign the proposed agreement within twenty-one (21) days, or as requested by SARS, calling upon it in writing to do so, SARS reserves the right to:
- 7.8.4.1** cancel the award to the successful bidder;
- 7.8.4.2** enter into negotiations with reserve bidder(s) and conclude the proposed agreement with such reserve bidder(s); or
- 7.8.4.3** take any other action SARS deems reasonable and appropriate.

8 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

8.1 Proof of existence of a trust, joint venture and subcontracting arrangements

- 8.1.1 Where, for the purposes of this RFP, a bidder submits its proposal as a trust, such bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include amongst others:
- 8.1.1.1** Details of the trustees of the trust; and
- 8.1.1.2** Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.
- 8.1.2 Where, for the purposes of this RFP, a bidder submits its proposal as a joint venture (incorporated or unincorporated), the bidder must submit the joint venture agreement, which sets forth the following details:

- 8.1.2.1 identification of each party to the agreement in full;
 - 8.1.2.2 the percentage ownership of the joint venture of each party to the agreement (if applicable);
 - 8.1.2.3 the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);
 - 8.1.2.4 the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and
 - 8.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture party(ies). The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.
- 8.1.2.6 If a bidder is submitting a proposal in the form of an *unincorporated* joint venture, the SBD 4 Bidder's disclosure form should be completed by each party participating in the joint venture agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture for this RFP.
- 8.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.
- 8.1.3 Where, for the purposes of this RFP, a bidder has or intends to subcontract areas of scope of the goods and services, bidders must note the following:
- 8.1.3.1 the bidder must complete paragraph 7 of the SBD 6.1 Preference point claim form. If a bidder intends subcontracting to more than one subcontractor, it must include all the relevant information in the form, or alternatively submit a separate attachment with the information required as per the Preference point claim form and reference must be made to the attachment;
 - 8.1.3.2 the agreement will be concluded between the main contractor(s) and SARS, therefore, the main contractor(s) and not its/their subcontractor(s) will be held liable for performance in terms of its contractual obligations
 - 8.1.3.3 the successful bidder must, at all times, be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement; and
 - 8.1.3.4 Without diminishing the bidder's accountability in any way for the delivery of the services, including the performance standards, SARS may require: access to and transparency in the subcontracting agreements; the full details of the functions which the subcontractor will fulfil in terms of the agreement including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor(s) in the account and project planning activities; and subcontractors' representation in account governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).
- 8.1.4 Any bidder, whether participating in a trust, joint venture and/or subcontracting arrangement, who participates in preparatory work on the basis of which another tender will flow, may not participate in the resultant tender because of the advantage of having been privy to the underlying preparatory work.

9 COMPLAINTS AND ALLEGATIONS

- 9.1.1 Should a Bidder have reasons to believe that the technical specifications are not open and/or are written for a

particular bidder, brand or product; the bidder is urged to notify the Procurement Department within ten (10) days after publication of the bid.

- 9.1.2 Any suspicious calls asking for upfront payment to secure an award of a bid or in lieu of claims that the outcome of a tender can be influenced towards your company, please immediately inform the *SARS Fraud/Anti-Corruption* Hotline at 0800-002870 for further investigation.
- 9.1.3 The “SARS hotline” further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

10 GENERAL CONDITIONS OF BIDDING

10.1 By bidding, a bidder, is deemed to have accepted all terms and conditions of this RFP; and is further deemed to have accepted that if successful, any award made will be made subject to the terms and conditions of this RFP.

10.2 Reservation of rights

10.2.1 In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right in its sole discretion to:

- 10.2.1.1** make no award, or to accept part of a proposal rather than the whole;
- 10.2.1.2** withdraw, or cancel this RFP;
- 10.2.1.3** amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;
- 10.2.1.4** schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations, local content evaluations, and/or perform audits on any bidder whenever SARS deems it prudent to do so;
- 10.2.1.5** no longer consider a bidder’s proposal where adverse information about the bidder or its proposal submission has come to the attention of SARS, provided that such bidder is informed accordingly and afforded an opportunity to object;
- 10.2.1.6** award a proposal based on which bidder is offering the best value for money, even if such proposal is not scored the highest points during the evaluation;
- 10.2.1.7** conduct a risk assessment of a bidder’s capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS’ objectives;
- 10.2.1.8** request additional information, clarification or verification in respect of any information contained in or omitted from a bidder’s proposal, which SARS may do either in writing or at a meeting convened with the bidder for that purpose;
- 10.2.1.9** conduct a due diligence on any bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting a bidder’s, subcontractors, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The bidder must respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the bidder’s proposal any further; and/or

10.2.1.10 request presentations from such short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders.

10.2.2 SARS will disqualify any bidder, who:

10.2.2.1 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 RFP;

10.2.2.2 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;

10.2.2.3 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;

10.2.2.4 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;

10.2.2.5 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;

10.2.2.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, which 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;

10.2.2.7 has been found guilty in a court of law or administrative or regulatory authority having appropriate jurisdiction on charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed;

10.2.2.8 is listed on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers; or

10.2.2.9 whose tender contains a misrepresentation which is materially incorrect or misleading.

10.2.3 Bidders' own conditions

10.2.3.1 Bidders may not come up with their own terms and conditions, counter conditions, modify or vary any of the terms, conditions or requirements herein. SARS may disqualify any bidder who fails to comply with this clause.

10.3 Conflict of interest

10.3.1 If at any time a bidder identifies an actual or potential conflict of interest, the bidder must immediately notify SARS in writing. SARS reserves the right to exclude the proposal submitted by such bidder from further consideration, unless the bidder is able to resolve the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

10.4 Confidentiality

10.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate

jurisdiction, information contained in a bidder's proposal(s) may not be disclosed by any bidder, other than to a person officially involved with SARS' examination and evaluation of a proposal.

- 10.4.2 Throughout this RFP process and thereafter, the 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 RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and such legal action as SARS may deem suitable.

10.5 Fronting

- 10.5.1 SARS supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background SARS condemns any form of fronting.
- 10.5.2 SARS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries / investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies SARS may have against the bidder / contractor concerned.

10.6 Insurance

- 10.6.1 The successful bidder will be required, on or before the effective date of the 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.

10.7 Indemnity

- 10.7.1 If a bidder breaches any condition of this RFP 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 RFP 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.

10.8 Intellectual property

- 10.8.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP. Bidders will retain the intellectual property rights in their proposals but grant SARS the right to make copies.

10.9 Limitation of liability

- 10.9.1 A bidder participates in this RFP process entirely at its own risk and cost. SARS will 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 RFP process.

10.10 Preparation costs

- 10.10.1 A bidder will bear all its costs in preparing, submitting, delivering, and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. No statement in this RFP 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 RFP.

10.11 Precedence

- 10.11.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication, as set out per the Communication paragraph in this document, and that such information expressly states that it amends this document.

10.12 Responsibility for bidder's personnel and subcontractors

- 10.12.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its subcontractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP.
- 10.12.2 If 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 such subcontractors.
- 10.12.3 The proposal shall however be awarded to the Vendor as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SARS and/or its client and any such subcontractors.
- 10.12.4 If a bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.
- 10.12.5 If a bidder includes experience of an entity other than the bidder itself, then the bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and agrees that their experience may be included for tendering purposes. Copies of the signed agreements between the relevant parties must be attached to the proposal responses

10.13 RFP not an offer

- 10.13.1 This RFP does not constitute an offer to do business with SARS, but merely serves as an invitation to bidders to facilitate a requirements-based decision process. Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into an agreement with the bidder.

10.14 SARS' oath / affirmation of secrecy

- 10.14.1 SARS has a Policy in terms of which the successful bidder; key personnel or any other personnel as may be determined by SARS will be required, upon award, to individually take a mandatory oath/ declaration/ affirmation of secrecy. The award will therefore be made subject to the condition that the successful bidder along with the personnel referred to above comply with the afore mentioned Policy.

10.15 Screening and vetting of a bidder

- 10.15.1 Acceptance of a bidder's proposal is subject to the condition that both the contracting firm and its personnel providing the goods and services, must be screened and cleared by the appropriate authorities to the grade of clearance in line with SARS Policy.
- 10.15.2 Obtaining the necessary clearance 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.
- 10.15.3 The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

10.16 Tax compliance

- 10.16.1 No bid will be awarded to a bidder who is not tax compliant. As part of good governance, directors/owners of the bidding entity should also maintain their tax compliance status.

10.17 Tender defaulters and restricted suppliers

- 10.17.1 No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

10.18 Local production and content

- 10.18.1 SARS supports and promotes local production and local content, environmentally friendly products, and sustainable sourcing.
- 10.18.2 To enable this objective to be adequately assessed and as part of contract management, bidders shall advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.
- 10.18.3 The appointed supplier shall provide and use, for the performance of this contract, local subcontractors or locally acquired materials, equipment and facilities, to the extent available and within reasonable costs, to produce the quality and quantity of work and materials required by this contract.

10.19 Validity of information

- 10.19.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or otherwise) to a bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional

information SARS may provide to a bidder as part of the RFP process.

- 10.19.2 A bidder is deemed to have examined this RFP and any other information supplied by SARS to the bidder and to have satisfied itself as to the correctness and sufficiency of such information before submitting any of its responses.

10.20 Governing law

- 10.20.1 This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

11 CHECKLIST OF RETURNABLES

Table 11: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply
1.	An original, a copy and an electronic RFP proposal has been submitted for this RFP.		
2.	The pricing information is included as a separate file (File 2) and is not included in the technical file (File 1).		
3.	The tender proposal has been organised as per the format required for this tender (paragraph 6).		
4.	SBD 1: Invitation to bid form has been completed and signed.		
5.	SBD 4: Bidder's Disclosure has been completed and signed.		
6.	Proof of registration on the Central Supplier Database (CSD) has been submitted.		
7.	General Condition of Contract (GCC) has been completed and signed Draft Agreement		
8.	All the mandatory evaluation requirements have been submitted with this bid.		
9.	All the technical evaluation requirements have been submitted with this bid.		
10.	All the pricing schedule requirements have been submitted with this bid		

12 ANNEXURE B1 – BIDDING CATEGORY AND COMPLIANCE CHECKLIST

13 ANNEXURE B4 – CLIENT TESTIMONIALS

14 ANNEXURE B5 - PRICING SCHEDULE

15 ANNEXURE B6 – DRAFT SERVICE AGREEMENT FOR EXECUTIVE SEARCH SERVICES

16 ANNEXURE B7 – SARS LEADERSHIP MODEL

17 ANNEXURE B8 – CAPABILITY & SARS AREAS OF SPECIALISATION