



REFERENCE: RFP 19/2012

REQUEST FOR PROPOSAL

DESCRIPTION:

**PROVISION OF EXECUTIVE SCOUTING
AND RELATIONSHIP MANAGEMENT**

DATE ISSUED: 01 FEBRUARY 2013

CLOSING DATE: 04 MARCH 2013, 11H00

TENDER BOX:

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



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1 INTRODUCTION

The South African Revenue Service (SARS) is uniquely placed to contribute to government's plan of action to address socio-economic growth and development, poverty alleviation and job creation. Through the vital role of providing the revenue to fund the full spectrum of initiatives, plans, programmes and strategies of national and provincial government departments, SARS plays a crucial enabling role for government delivery.

1.1 OVERVIEW OF SARS

Our Mandate

In terms of the South African Revenue Service Act (No. 34 of 1997), SARS is mandated to:

- Collect all revenue due;
- Ensure maximum compliance with tax and customs legislation; and
- Provide a customs service that will maximise revenue collection, protect our borders and facilitate trade.

Our Vision

SARS is an innovative revenue and customs agency that enhances economic growth and social development, and that supports the country's integration into the global economy in a way that benefits all South Africans.

Our Mission

To optimise revenue yield, to facilitate trade and to enlist new tax contributors by promoting awareness of the obligation to comply with tax and customs laws, and to provide a quality, responsive service to the public.

Our Values

Mutual respect and trust; equity and fairness; integrity and honesty; transparency and openness; courtesy and commitment.

Our Core Outcomes

- Increased Customs Compliance
- Increased Tax Compliance
- Increased ease and fairness of doing business with SARS
- Increased cost effectiveness, internal efficiency and institutional respectability.

2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

SARS requires a service provider to partner with SARS, to implement and manage a comprehensive Executive Scouting and Relationship programme targeting potential SARS senior management (from grade 8 and above) in support of the overall SARS strategic talent objectives.

This RFP document details and incorporate, as far as possible, the tasks and responsibilities of the potential agency herewith referred to as "Bidder(s)", required by SARS for Executive Scouting and Relationship Management .

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.

3 LEGISLATIVE FRAMEWORK AND RELATED POLICY DOCUMENTS OF THE BID

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

Service providers should be cognisant of the legislation applicable to services, include but not limited to:

3.1 TAX LEGISLATION

Bidder(s) should be cognisant of the tax legislation Acts applicable to services, included but not limited to:-

- 3.1.1 Income Tax Act, 1962 (Act No. 58 of 1962)
- 3.1.2 Constitution of the Republic of South Africa, 1996;
- 3.1.3 Labour relations Act, 1995;
- 3.1.4 Basic Conditions of employment Act; and
- 3.1.5 Skills Development Levies Act, 1998 (Act No. 9 of 1999)
- 3.1.6 Unemployment Insurance Contributions Act, 2002 (Act No. 4 of 2002)
- 3.1.7 Employment Equity Act, 1998
- 3.1.8 South African Revenue Service Act No. 34 of 1997
- 3.1.9 Tax on Retirement Funds Act No. 38 of 1996

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

3.3 POLICY DOCUMENTS (RELATED TO THE SERVICE IN QUESTION)

Bidder(s) should be cognisant of the policy documents applicable to services which are available upon contracting, these include but not limited to:

- 3.3.1 HR Recruitment Policy
- 3.3.2 SARS Communication Process and Procedure (Client Interface)

4 BRIEFING SESSION

A compulsory briefing session will be held at Brooklyn Bridge, Linton House, 570 Fehrson Street, Brooklyn, Pretoria, on 15 February 2013 at 11H00, to clarify to service providers on the scope of work and two-stage bidding process.

5 DURATION OF CONTRACT

The service provider(s) will be appointed for a period of twenty four (24) months with an option to extend for twenty four (24) additional months.

6 TIMELINE OF THE BID PROCESS

The project timeframes of this Bid are set out below:

Activity	Date Due
Advertisement of RFP on government tender bulletin	01 February 2013
Distribution of RFP documents on SARS Website	04 February 2013
Compulsory Briefing Session	15 February 2013 at 11H00
Questions relating to RFP from Supplier(s)	22 February 2013
RFP closing date	04 March 2013
Notice to Supplier(s)*	May /June 2013

*The date is subject to change

All dates and times in this Bid are South African Standard Time.

Any time or date in this Bid is subject to change at SARS's discretion. The establishment of a time or date in this Bid does not create an obligation on the part of SARS to take any action, nor create any right in any way for any Bidder to demand that any action be taken on the date established. The Bidder accepts that, if SARS extends the deadline for Bid submission (the Closing Date) for any reason, the requirements of this Bid will 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. Aser Makgate (Procurement Tender Office) via email tenderoffice@sars.gov.za and cc rft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send to the above email address.

8 SCOPE OF WORK/SPECIFICATION/BUSINESS REQUIREMENTS

8.1 BACKGROUND

SARS has been increasing its capabilities in order to achieve its core business of collecting revenue, increasing customs and tax compliance as well as critical support in other areas. The acute shortage of skills in the labour market has necessitated SARS to increasingly use various efficient methods to attract the best quality of talent at the right time. The need for specialised skills in certain areas however continues to be a challenge at SARS. SARS's current traditional ways of recruiting specialist and executives have often been cumbersome; dilatory and misaligned.

There is an urgent need for SARS to have available to it a pool of talented potential senior employees that have an understanding of the organisational mandate, have shown an interest to work for SARS, and have exhibited values that are aligned to those of SARS.

We require an external partner to create a relationship and manage such a pool with intent of potentially placing some people in the pool in positions in SARS as and when the need arise. This request is aimed at bidders who can assist SARS to effectively fill senior level vacancies with the best calibre of candidates.

8.2 SARS REQUIREMENTS FROM THE BIDDER(S)

The suitable qualified service provider will partner with SARS to amongst others to do the following:-

- 8.2.1 Act on behalf of SARS as a scout, taking into account SARS workforce needs and keeping an external pool of potential candidates informed whilst maintaining relationships with potential talent regardless of any existing vacancy at any given point in time;
- 8.2.2 Develop, implement and manage an external exclusive scouting process for monitoring potential talent to enable skills attraction that is aligned with SARS value proposition and succession management requirements;
- 8.2.3 Create and maintain a relationship with potential suitable executive candidates and positioning of these candidates for future employment with SARS;
- 8.2.4 Ensure that the relationship with SARS is sustained and meets the immediate and future needs that may arise,
- 8.2.5 Compile regular market reports of potential candidates on short, medium to long term availability;
- 8.2.6 Profile and attract potential candidates and develop an understanding in terms of their career aspirations, interests and expedite on-going engagements in the interests of both SARS and the potential candidates;
- 8.2.7 Prepare quarterly reports of potential candidates' profiles;
- 8.2.8 Conduct quarterly meetings with the head of HR, Talent Management, Recruitment and appropriate line management or other stakeholders;
- 8.2.9 Provide shortlist of potential candidates upon request;
- 8.2.10 Conduct pre-selections/screening inclusive of relevant psychometric assessments, interviews, credentials, credit and criminal record verifications on selective candidates;
- 8.2.11 Act as an interface between SARS and the potential employee in matters relating to appointments and placements;
- 8.2.12 Conduct post placement meetings with all stakeholders and provide feedback report.

8.3 PRICING MODEL

- 8.3.1 In line and upon delivering on the requirements stipulated on paragraph 8.2; SARS intends paying a quarterly in arrears retainer fee for relationship management to the Bidder(s);
- 8.3.2 The Bidder(s) will be paid a once off placement fee on successful appointment of a candidate. The Bidder(s) is required to provide SARS with a sliding scale of fees pertaining to the number of people appointed. Given that a Retainer fee will be paid, it is the expectation of SARS that the cost per placement should decrease significantly as more people are placed in the organisation.
The costs must be all inclusive of cost elements (i.e travel and subsistence)

8.4 PRICING SCHEDULE

Bidders must refer to **Annexure B** for a detailed pricing schedule.

- 8.4.1 Bidder(s) pricing offer must be valid for 180 days from the closing date of bid;
- 8.4.2 Bidder(s) price must be in RSA currency;
- 8.4.3 All rates must include Value Added Tax (VAT);
- 8.4.4 Bidder(s) pricing offer must be valid for 180 days from the closing date of bid;
- 8.4.5 SARS reserves the right to negotiate quoted prices with the successful bidders.

8.5 REFERENCES

Service providers must provide the name(s) of at least two (2) current or most recent customers with similar needs as SARS whom we may contact for references. You must include: company name, contact name, address, phone number, contract value, and duration of contract, and performance, and a brief description of the services rendered.

9 INSTRUCTIONS TO BIDDER(S)

- 9.1 Bids must be properly packaged and deposited in the below mentioned tender box on or before the closing date at the Tender Submission Office situated at:
 - SARS Procurement Centre
 - Brooklyn Bridge
 - Linton House - Ground floor
 - 570 Fehrsen Street
 - Brooklyn, Pretoria
- 9.2 Bid documents may either be posted to The Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address.
- 9.3 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.
- 9.4 Late Bids will not be accepted and shall be returned to Bidder(s).
- 9.5 The Bidders are required to complete in full the Electronic Bid Information Pack and submit it back as a soft copy. Electronic Bid Information Pack consists of the following:
 - Bidder Details
 - Supplier Registration Form
 - Pricing Schedule
 - Annual Financial Statements

Furthermore, the Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) CD-ROM with content of each file by the **04 March 2013 at 11H00**. Each file and information on the CD-ROM must be labelled and submitted in the following format:

9.5.1 FILE 1

Section 1

- Pre-qualification documents (SBD documents)

Section 2

- Technical Responses
- Supporting documents for technical responses
- References/testimonials

Section 3

- Company profile
- Supplementary information

Section 4

- General Conditions of Contract (GCC)
- Draft Service Agreement

9.5.2 FILE 2

Section 1

- BEE Certificate

Section 2

- Pricing Schedule
- 3 years audited/ reviewed financial statements

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

9.6 AGREEMENTS

9.6.1 General Conditions of Contract

Any award made to a Bidder under this Bid is conditional, amongst others, upon –

9.6.1.1 SARS and such Bidder concluding a service agreement [Service Agreement] regulating the specific terms and conditions applicable to the provision of Executive Scouting and Relationship Management in terms of this RFP.

9.6.1.2 SARS reserves the right to vary the proposed terms and conditions of the Service Agreement during the course of contract negotiations with a successful Bidder (including for purposes of giving better effect to the objectives). Pending the conclusion and signing of the Service Agreement, the successful Bidder will be bound by the terms and conditions of the SARS General Conditions of Contract.

9.7 SERVICE AGREEMENT

The Service Agreement constitutes the minimum terms and conditions upon which SARS will be prepared to contractually engage the prospective Bidder to render the services under this Bid. Bidder(s) are requested to:

- 9.7.1 Comment on the terms and conditions set out in the Service Agreement and where necessary, make proposals to the terms and conditions;
- 9.7.2 Each commentary and/ amendment must be explained; and,
- 9.7.3 All changes and/or amendments to the Service Agreement must be in an easily identifiable colour font and tracked for ease of reference.

SARS reserves the right to accept or reject any or all changes or amendments proposed by Bidder. In addition, SARS reserves the right to change, amend or add to the terms and conditions.

10 EVALUATION AND SELECTION CRITERIA

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

The minimum standards consist of the following:

- Pre-Qualification Criteria (Gate 0) – Bidder(s) must submit all Standard Bidding Documents as outline in 10.1;
- Technical Evaluation Criteria (Gate 1) – Technical evaluation for this RFP will be conducted using a two-stage bidding process. The two stages are explained below:-
 - **Stage 1:** Technical Evaluation Criteria (Gate 1) – The Criteria set out in section 10.2 will be evaluated to determine the bidder(s) that will be shortlisted for further evaluation in stage 2.

- **Stage 2:** The shortlisted bidder(s) in stage 1 will be invited to present to the selection panel on the proposed solution. The criterion for the stage 2 will be communicated to the shortlisted bidder(s).
- Price and BBBEE evaluation (Gate 2) – This will be evaluated out of 100 points and will only apply to Bidder(s) that have been shortlisted in stage 1.

10.1 Pre-Qualification Criteria – Gate 0

Without limiting the generality of SARS's other critical requirements for this Bid, a Bidder(s) must submit the documents listed in **Table 1** below. All the documents must be completed and signed by the duly authorised representative of the prospective Bidder(s). The Bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1

Name of the document that must be submitted	Non-submission may result in disqualification?
Response to Bid Letter	YES – Please complete and sign the supplied pro forma document.
Tax Clearance Certificate – SBD 2	YES – Please submit a valid and original copy of the certificate.
SARS' s Oath of Secrecy	YES – Please complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Invitation to Bid – SBD 1	YES – Please complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied pro forma document.
SBD 6.1 – Preference Point Claim Form	NO – Non-submission will lead to a zero score on BEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES – Please complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES – Please complete and sign the supplied pro forma document

10.2 Technical Evaluation (Gate 1) (70 + 30 = 100) = 100 Points

Bidder(s) that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated for Technical evaluation. Technical evaluation is a two stage bidding process as outlined in section 10.

- Technical Evaluation Criteria in Stage 1 is as follows:-
 - Bidder(s) must attain a minimum of 70 out of 100 points.
 - The top five (5) ranked Bidder(s) will be invited for a presentation.

The Bidder(s)' information in stage 1 will be scored according to the following points system:

Technical Adjudication Criteria	Points
Technical analysis <ul style="list-style-type: none"> • Capability & Ability • Resources • Guarantees • Response Time • Reference 	100

The Bidder(s) that have attained the minimum points and are ranked in the top five (5) will be further evaluated on the proposed solution for Executive Scouting and Relationship Management. The evaluation criteria for stage 2 will be communicated to the shortlisted bidders.

10.3 Price and BBBEE evaluation (Gate 2) (90 + 10) = 100 Points

Price Evaluation (90 points)

Price Evaluation will be evaluated out of 90 points and will only apply to Bidder(s) that have been shortlisted in stage 1. The National Treasury Pmin formula will be applied as outlined below.

Adjudication Criteria	Points
Price Evaluation $P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

Where

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

BBBEE Evaluation (10 points)

Adjudication Criteria	Points
BBBEE Evaluation (BBBEE Certificate and/or submission of SBD 6.1)	10

The checklist below indicates the BBBEE certificate and SBD6.1 that must be submitted for tenders, failure to submit will result in scoring zero for BBBEE.

Turnover	Classification	Submission Requirement
Below R5 million p.a	Exempted Micro Enterprise (EME)	BEE Rating Certificate or Letter from Auditors/Accounting Officer to verify that accredited EME and percentage of black ownership.
Between R5 million and R35 million p.a	Qualifying Small Enterprise (QSE)	BBBEE Rating Certificate from an Accredited Rating Agency
Above R35 million p.a	Large Entity (LE)	BBBEE Rating Certificate from an Accredited Rating Agency

- Joint Venture (JV) – Certificates of both companies must be included.
- <http://www.thedti.gov.za/bee/notice32467.pdf> Notice from the Minister of Trade & Industry on the accredited verification agencies.
- http://www.sanas.co.za/directory/bbee_default.php List of SANAS Accredited Verification Agencies on behalf of the DTI.

Stage 3 (90 + 10 = 100 points)

The Price and BBBEE points will be added together.

10.4 Financial Statement analysis

Bidder(s) are required to submit a complete set of audited/ reviewed annual financial statement in the name of the bidding entity for three (3) years.

Financial statements analysis will only be conducted on the recommended Bidder(s) after completion of the pricing and BBBEE evaluation stage.

Note: submission of none or less than the required periods should be accompanied by letter of explanation.

11 SPECIAL CONDITIONS OF THIS BID

11.1 SARS reserves the right:-

- 11.1.2 Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any Bid;
- 11.1.3 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);
- 11.1.4 To accept part of a Bid rather than the whole Bid;
- 11.1.5 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;
- 11.1.6 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Bidder(s), whether before or after adjudication of the Bid; and
- 11.1.7 To correct any mistakes at any stage of the Bid that may have been in the Bid documents or occurred at any stage of the Bid process.
- 11.1.8 Terminate the services agreement arising out of the award of this bid in whole or part for convenience and without cause by giving a service provider at least 30 (thirty) days prior written notice designating the termination date. SARS shall not be liable to pay any termination fees in this regard except fees for actual services rendered by the service provider prior to the termination date.

11.2 SARS requires Bidder(s) to declare

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

- 11.2.1 List the names of the key individuals i.e. representative of the Bidder(s) that will act on behalf of the Bidder(s) if successful in this Bid.
- 11.2.2 Confirm that the Bidder(s) is to: –
 - 11.2.2.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
 - 11.2.2.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;
 - 11.2.2.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
 - 11.2.2.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - 11.2.2.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;

- 11.2.2.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- 11.2.2.7 To conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 11.2.2.8 To ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the SARS has been obtained to do so.

11.3 Conflict of interest, corruption and fraud

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

- 11.3.1 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this Bid;
- 11.3.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 11.3.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 11.3.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 11.3.7 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.

11.4 Misrepresentation during the tender process and lifecycle of the contract

The 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. In the event of a conflict between the Bidder's proposal and the Services Agreement concluded between the parties, the Agreement will prevail.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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, or has submitted a fraudulent Tax Clearance Certificate to SARS. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract. The Bidder will be required to submit the tax clearance.

11.10 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.

11.11 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 a 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.

11.12 Responsibility for sub-contractors and Bidder's personnel

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractor.

11.13 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's examination and evaluation of a Tender.

No part of the Bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This Bid and any other documents supplied by SARS remain proprietary of SARS and must be promptly returned to SARS upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this Bid process and thereafter, Bidders must secure SARS's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this Bid relates; or (ii) the process which follows this Bid Failure to adhere to this requirement may result in disqualification from the Bid process and civil action.

No confidential information relating to the process of evaluating or adjudicating Tenders or appointing a Bidder will be disclosed to a Bidder or any other person not officially involved with such process.



11.14 SARS proprietary information


Bidder must make 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 Bidder(s).

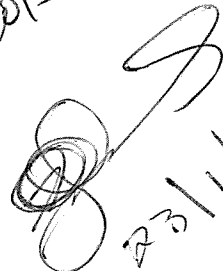
12 ANNEXURE A – TECHNICAL SCORECARD

< See attached Pricing Schedule>

13 ANNEXURE B – PRICING SCHEDULE

< See attached Pricing Schedule>


23/01/2013


23/1/2013

ANNEXURE A- TECHNICAL SCORE CARD FOR EXECUTIVE SCOUTING AND RELATIONSHIP MANAGEMENT

NOTES:

1. This is guidance on technical measurement base on scope of work (RFP document)

No	Technical Measure	Weight
1	Capability and Ability to render the services, i.e. Executive Scouting and Relationship Management a) Experience in rendering services i.e. : Executive Scouting and Relationship Management b) Number of years the company has been in existence c) Contactable reference letters from clients where similar services have been rendered d) Demonstrate capability and ability to do talent Mapping and Relationship management. e) Proven track record of consistent delivery in Executive placements. f) Provide job titles of the placements as well as the industry where the placement was made and Employment Equity Stats.	40
2	Turn-around Times	
2.1	a) Demonstrate Capability to deliver within reasonable turnaround times b) Indicate the turnaround times from when the order is given to delivery	15
3	Resources	
3.1	a) Logistical and administrative capacity to deliver on the different specialisation areas b) Structure of the organogram and people who will be dedicated to the SARS Account c) Provide a short profile of resources that will be assigned to the project, experience and expertise of the key personnel to be assigned to the bid.	10
4	Guarantees	
4.1	Indicate Guarantees period offered and contingency plans offered to SARS for this bid	15
5	Methodology/approach / standard procedures that will be applied for this BID	
5.1	a) The process followed on sourcing suitable candidates b) What systems / methodology does your company use in ensuring that services are delivery with regard to talent mapping and relationship management?	10
6	Footprint	
6.1	Indicate National Geographical reach and areas where Executive Scouting and Relationship Management has been conducted. Proof of placements in these regions must be submitted with this bid.	10

ANNEXURE B –EXECUTIVE SCOUTING AND RELATIONSHIP MANAGEMENT

RATE SCHEDULE- APPROVED SERVICE PROVIDER(S) FOR EXECUTIVE SCOUTING AND RELATIONSHIP MANAGEMENT

NOTES:

- 1. All rates must include VAT.
- 2. The % fee must be calculated on Cost to Company.
- 3. SARS reserves the right to negotiate quoted prices with the successful bidders.
- 4. No variations to the pricing model template will be entertained. Any changes to the template, will be regarded as "Non-responsive".
- 5. Bidders must refer to clause 8.3 Pricing Model of the main RFP document.
- 6. SARS intends to pay retainer fee on a quarterly in arrears to the service provider.
- 7. Cost Element breakdown - List all major cost components that make up the service costs to SARS
- 8. Percentage Weighted Contribution - List % weighting of each cost element
- 9. Indices - List measurable indices/factors that contribute to cost escalation

EXAMPLE FOR TABLE 1 (Please note this example is for illustration purposes only). You need to indicate your cost drivers and how they can be measured (i.e. indices, legislated rate, etc.)

Cost Element breakdown		Percentage Weighted Contribution	Indices
Wages/Labour		25%	CPI
Administration costs		25%	CPI
Maintenance costs		25%	CPI
Other		25%	CPI
		100%	

TABLE 1

Cost Element breakdown		Percentage Weighted Contribution	Indices

Retainer Fee		Total Year 1 Fee	Total Year 2 Fee	Total Amount for 2 Years
Engagement / Retainer Fee				
TOTAL AMOUNT (Vat Incl.)				

Head(s) / Placement fee (Senior Management)		PERCENTAGE PLACEMENT FEE			
		Senior Manager Grade 8A	Executive/Group Executive Grade 8B	Chief Officer Grade 9A	Chief Officer Grade 10
0 - 5					
6 -10					
11 +					