

REQUEST FOR PROPOSAL

DESCRIPTION:

**ESTABLISHMENT OF A LIST OF APPROVED SERVICE PROVIDERS FOR
RECRUITMENT SERVICES**

DATE ISSUED: 02 September 2016

CLOSING DATE: 20 September 2016 at 11H00

TENDER BOX:

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



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1. INTRODUCTION

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

2. OVERVIEW OF SARS

Our Mandate

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

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

Our Vision

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

Our Mission

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

Our Values

- Integrity
- Fairness
- Respect
- Trust
- Honesty
- Accountability
- Transparency

Our Core Outcomes

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

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to establish a list of approved service providers for permanent placement and non-permanent recruitment services.

3.1. Permanent Employment

This type of employment is when the appointment is for an indefinite period and is subject to termination by either party giving the other notice as per the employment contract.

3.2 Non-Permanent Employment

This type of employment is where the position is of a fixed short-term in nature. SARS may from time to time, utilise the services of non-permanent employees for seasonal work, short-term assignments and/or replacement assignments.

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

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

4. LEGISLATIVE METHODOLOGY OF THE BID

4.1. TAX LEGISLATION

When submitting a bid to SARS, bidder(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

4.2. PROCUREMENT LEGISLATION

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

4.3. TECHNICAL LEGISLATIONS AND/OR STANDARDS

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

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

5. BRIEFING SESSION

Interested parties have an option to attend one of the a non-compulsory briefing session that will be held at Linton House, Brooklyn Bridge, 570 Fehrson Street, Brooklyn, Pretoria, on 08 September 2016 at 09H00 and 11:00 to clarify to potential bidder(s) the scope and extent of work to be executed.

6. DURATION OF CONTRACT

The successful bidders will be appointed for a period of forty eight (48) months.

SARS does not guarantee that successful bidders will receive work during the appointment term.

Successful bidders will be utilised on an ad hoc basis as and when required by SARS to provide service.

7. TIMELINE OF THE BID PROCESS

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

Activity	Date Due
Advertisement of the bid in the: - Government Tender Bulletin; and - National Treasury Tender Portal.	02 September 2016
Distribution of bid documents on the SARS website.	05 September 2016
Non-compulsory briefing session.	08 September 2016 at 09H00 and 11H00
Questions relating to the bid from potential bidder(s).	14 September 2016
Bid closing date.	20 September 2016 at 11H00
Notice to bidder(s)*	January 2017

* Dates subject to change.

All times and dates in this bid are South African Standard Time. Any time or date in this bid is subject to change at SARS' sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of SARS to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accepts that, if SARS extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. CONTACT

A nominated official of the potential bidder(s) can make enquiries in writing, to the specified person, Mr Aser Makgate (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc rft-professionalservices@sars.gov.za. Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

9. SCOPE OF WORK

9.1. BACKGROUND

SARS is currently utilising a direct Online Recruitment Solution to assist in managing the SARS recruitment process end-to-end. SARS will however from time-to-time find themselves in a situation where the service of a recruitment agency is required to assist in filling vacancies that could not be filled through the utilisation of the Online Recruitment Solution. SARS will advertise such vacancies on the Recruitment Agency Portal or invite

all approved agencies to a briefing session. All CVs will be submitted through the Recruitment Agency solution with a strict deadline as set at the time of the request.

9.2. **BID SPECIFICATION**

The successful bidders must-

- 9.2.1. Dedicate a consultant that will be responsible for all requests from SARS (one point of entry);
- 9.2.2. Provide a centralised email address to be utilised to channel all requests for the advertising of positions;
- 9.2.3. Personally interview candidates and recommend three preferred candidates for each advertised position;
- 9.2.4. Provide 3 comprehensive Curriculum Vitae (CV) of the referred candidates, compiled by the agency in their format with a detailed interview, analysis of the candidate's current earnings, as well as any other monetary benefits, share options and bonuses;
- 9.2.5. 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 sustainability of the candidate's skills and knowledge for the position. Bidders to attach evidence of the interview in the format provided by SARS;
- 9.2.6. 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. Bidders must attach evidence of the Personal Credentials Verification conducted as well as the consent of the candidate to undergo the verification process;
- 9.2.7. Ensure that in the event that the candidate is offered and accept the position with SARS, the candidate complete all the on boarding documents and produce the original documentation required by SARS;
- 9.2.8. Advise unsuccessful applicants of the outcome of their applications timeously;
- 9.2.9. Complete monthly report as per **Annexure D** and to provide SARS with factual details 3 working days before the last working day of each month;
- 9.2.10. 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 and must be sent to Recruitment Partner who initiated and concluded the placement;
- 9.2.11. Attend annual performance reviews when requested to do so by SARS;
- 9.2.12. Demonstrate support of objectives of SARS Transformation Agenda;
- 9.2.13. Not send unsolicited CV's to SARS, such CVs will be destroyed without any consultation with the bidder;
- 9.2.14. Not publish SARS remuneration packages when advertising positions;
- 9.2.15. Not disclose or commit a specific salary to candidates; and
- 9.2.16. Not "poach" or solicit any SARS employees.

9.3. SARS RECRUITMENT PRACTICE

- 9.3.1. The Recruitment Partner will put each candidate through the recruitment and selection procedure that is deemed necessary prior to a job offering being made;
- 9.3.2. The Recruitment Partner will inform the consultants from the bidder within a reasonable time regarding suitable applicants; and
- 9.3.3. The Recruitment Partner undertakes to co-operate with the consultants from the bidder and keep the consultants up to date in as far as the recruitment process is concerned.

9.4. ENGAGEMENT WITH SARS RECRUITMENT PARTNER AND “OWNERSHIP” OF CVs

- 9.4.1. The bidder(s) work with the Recruitment Partner and not directly with any SARS line manager;
- 9.4.2. Where more than one (1) approved bidder submits an application for the same candidate and position, the bidder who submitted the CV first via the prescribed process, will be considered as the preferred bidder;
- 9.4.3. Where the bidder(s) submits candidate who has previously submitted his/her application to SARS privately for the same position, the CV will not be considered as submitted by the bidder; and
- 9.4.4. In the event that SARS stops a recruitment process for whatever reason and subsequently re-advertises the same position within three months of stopping the aforementioned recruitment process and thereafter appoints a candidate initially referred to SARS through the former recruitment process, then the bidder shall be entitled to a placement fee (commission) in respect such appointment.

9.5. DOCUMENTATION REQUIREMENTS FROM THE BIDDER(S)

- 9.5.1. Company Profile that indicates the organisational structure, national footprint, number of years in the industry, the size of the bidders' network and database and infrastructure to render recruitment services;
- 9.5.2. Staff Complement: Level of experience and expertise of key personnel/ recruitment consultant that may be recommended to SARS;
- 9.5.3. Full contact details of the key contact person/ account manager who will attend to regular meetings between the bidder and SARS;
- 9.5.4. Provide a schedule in a spreadsheet format (Annexure C) of 15 of the most recent successful placement indicating:
 - Year of placement;
 - Job title of incumbent;
 - Annual salary package;
 - Division/business area;
 - Location where incumbent were place;
 - Turnaround time; and
 - Equity statistics

- 9.5.5. Provide detailed recruitment strategies and techniques followed in sourcing suitable candidates;
- 9.5.6. The agency's methodology used in pre-qualifying the prospective candidate to determine acceptability and the candidates ability to meet the requirements of the assignments, including but not limited to skills level, flexibility, professionalism and communication skills;
- 9.5.7. Indicate Guarantee period and contingency plans offered to SARS for this bid. Bidder to indicate their post appointment process; and
- 9.5.8. Provide two (2) most recent testimonials from any clients other than SARS where more than three vacancies where successfully placed

9.6. **PRICING METHODOLOGY**

- 9.6.1. Bidders are required to carefully read the notes below prior to completing Annexure B – Percentage Placement Fee;
- 9.6.2. The percentage placement fee is applicable to permanent and non-permanent employment as outlined in paragraph 3;
- 9.6.3. The fee payable to the bidder for permanent employment will be calculated as a percentage of an annual Guaranteed Total Package. The bidder will not bill SARS on any bonuses, including service bonus;
- 9.6.4. The fee payable to the bidder for non-permanent employment will be calculated as percentage pro-rated annual Guaranteed Total Package; and
- 9.6.5. All percentage placement fees in Annexure B are exclusive of VAT.

9.7. **TECHNICAL COMPLIANCE CHECKLIST**

Bidder(s) are required to complete the compliance checklist as outlined in **Annexure A2** in order to guide the SARS evaluators where to find their technical responses.

9.8. **CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION**

Service providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No 3 of 2015/6 – Central Supplier Database;

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

All existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

10. INSTRUCTIONS TO BIDDER(S)

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

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

- 10.2. Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.
- 10.3. Bid documents will only be considered if received by SARS before the closing date and time, regardless of the method used to send or deliver such documents to SARS.
- 10.4. Late bids will not be accepted and shall be returned to bidder(s).
- 10.5. The bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) CD-ROM with the contents of each file by 20 September 2016 at 11H00.
- 10.6. Each file and CD-ROM must be **marked correctly and sealed separately** for ease of reference during the evaluation process.
- 10.7. Pricing information should not be included in the technical file (File 1). Furthermore, the files and information in the CD-ROM must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> Bidder Compliance Checklist for the Technical Evaluation (Annexure A2) Response to Technical Requirements Supporting documents for the technical responses Testimonials
Exhibit 3 <ul style="list-style-type: none"> Company profile Any supplementary / additional information or supporting documents for the technical responses 	Exhibit 4 <ul style="list-style-type: none"> General Conditions of Contract (GCC) Draft Services Agreement
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> B-BBEE Certificate 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule
Note: SARS request that bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that bidder(s) must meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

- **Pre-Qualification Criteria (Gate 0)** – bidder(s) must submit all documents, as outlined in paragraph 11.1 below.
- **Technical Evaluation Criteria (Gate 1)** – bidder(s) will be evaluated out of 100 points during Technical Evaluations. The bidders must achieve a minimum threshold in order to be shortlisted. The process for the shortlisted bidders is outlined in paragraph 11.2 below.
- **Price and B-BBEE Evaluation (Gate 2)** – bidders that have been shortlisted in Gate 1 will be evaluated for price and B-BBEE, as outlined in paragraph 11.3 below.

11.1. PRE-QUALIFICATION CRITERIA – GATE 0

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

Table 1: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Central Registration Report (Central Database System) from National Treasury	YES – Bidders must register on Central Database System and submit the Report as confirmation of registration.
Declaration of Interest – SBD 4	YES – Complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1 and B-BBEE certificate	NO – Non-submission will lead to a zero score on B-BBEE.
Declaration of bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document.
Certificate of Independent bid Determination – SBD 9	YES – Complete and sign the supplied pro forma document.
SARS' Oath of Secrecy	YES – Complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Pricing Schedule	YES – Submit full details of the pricing proposal to SARS in Annexure B.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A2)	NO – Complete to assist with ease of reference during evaluation.

11.2. TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only bidder(s) that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Bidder(s) will be evaluated out of 100 points and must achieve a minimum threshold of **70** out of 100 points to be considered for Price and BBBEE evaluation.

The bidder(s)' information will be scored according to the following points system:

Technical Evaluation Criteria	Maximum Points Achievable
<ul style="list-style-type: none"> • Company Profile and Resources • Capability of the bidder to perform the employment services requested in this RFP • Methodology followed by the bidder in the performance of the services requested in this RFP • Guarantees granted by the bidder • Testimonials 	100

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

11.3.1. Stage 1 – Price Evaluation (90 points)

Price will be evaluated out of 90 points. Bidders should complete Annexure B for price proposal. Non adherence and non-submission of Annexure B will render the bidders proposal as non-responsive.

- Bidders will score 80 points for accepting SARS proposed percentage placement fee per Grade;
- Bidders will further be evaluated up to a maximum of 10 points for a proposal that varies from the SARS proposed percentage placement fee.
 - E.g. propose an improved competitive percentage will result in an additional point of up to a maximum of 10 points.
 - E.g. propose a higher percentage than the SARS proposed percentage placement fee will result in a reduction of points.
- Successful bidders will be categorised into three categories or tiers.
 - E.g. Tier 1 will be those bidders who have proposed an improved competitive percentage fee.
 - E.g. Tier 2 will be those bidders who have accepted the SARS proposed percentage placement fee.
 - E.g. Tier 3 will be those bidders who have proposed a higher percentage than the SARS proposed percentage placement fee.
- Bidders are advised to take note of section 13.1.2

11.3.2. Stage 2 – B-BBEE Evaluation (10 points)

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1), including paragraph 8 thereof relating to the sub-contracting of the services, and a B-BBEE certificate.	10

Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE, but will not be excluded from the tender process. Bidders, who do not fill SBD 6.1 in its entirety, will **not** be awarded points for B-BBEE.

Sub-contracting

Bidders who want to claim preference points will have to comply fully with regulations 11(8) and 11(9) of the Preferential Procurement Regulations, 2011 with regard to sub-contracting.

Regulation 11(8)

A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

Regulation 11(9)

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

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

No.	Classification	Turnover	Submission Requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory Board for Auditors ("IRBA") or a letter from an Accounting Officer as contemplated in the CCA.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the IRBA.
3.	Large Enterprise (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the IRBA.

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

Use and acceptance of Sworn Affidavits

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

Joint Ventures (JVs) and Consortiums

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate bid.

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

The joint venture and/or sub-contracting agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or sub-contracting party. The agreement must also clearly identify the lead partner, who shall be given the power of attorney to bind the other party / parties in respect of matters pertaining to the joint venture and/or sub-contracting arrangement.

11.3.3. Stage 3 (90 + 10 = 100 points)

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

12. AGREEMENTS

12.1. GENERAL CONDITIONS OF CONTRACT

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

12.1.1. The bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the successful bidder.

12.1.2. The bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the bidder.

12.2. SERVICES AGREEMENT

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

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

12.2.3. Bidders are requested to-

- 12.2.3.1. Comment on the terms and conditions set out in the draft Services Agreement and where necessary, propose required changes to such terms and conditions;
- 12.2.3.2. Each comment and/or amendment must be explained; and
- 12.2.3.3. All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

12.2.4. SARS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation. For this reason, it is not required that the draft Services Agreement be signed on submission of the bidder's proposal.

12.2.5. **Insurance**

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

13. SPECIAL CONDITIONS OF THIS BID

13.1. SARS reserves the right:

- 13.1.1. Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 13.1.2. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO) throughout the lifecycle of the contract;
- 13.1.3. To accept part of a bid rather than the whole bid;
- 13.1.4. To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such;
- 13.1.5. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid; and
- 13.1.6. To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

13.2. SARS requires bidder(s) to declare:

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

13.2.1. Confirm that the bidder(s) shall:

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

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

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

- 13.3.1. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 13.3.2. Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other representatives;
- 13.3.4. Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

- 13.3.5. Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.6. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 13.3.7. Has in the past engaged in any matter referred to above; or
- 13.3.8. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

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

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

13.5. **Misrepresentation during the Lifecycle of the Contract**

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

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by SARS against the bidder notwithstanding the conclusion of the Services Agreement between SARS and the bidder for the provision of the services in question. In the event of a conflict between the bidder's proposal and the Services Agreement concluded between the parties, the Services Agreement will prevail.

13.6. **Preparation Costs**

The bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder in the preparation of their response to this bid.

13.7. **Indemnity**

If a bidder breaches the conditions of this bid and, as a result of that breach, SARS incurs costs or damages

(including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

13.8. Precedence

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

13.9. Limitation of Liability

A bidder participates in this bid process entirely at its own risk and cost. SARS shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

13.10. Tax Compliance

No tender shall be awarded to a bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate (TCC) to SARS. SARS further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract. The bidder will be required to submit a TCC upon expiration thereof, annually.

13.11. National Treasury

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. SARS reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

13.12. Governing Law

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African High Courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

13.13. Responsibility for Sub-contractors and Bidder's Personnel

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid and in particular the provisions of paragraph 11.3.2 above. In the event that SARS allows a bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

13.14. Confidentiality

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

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

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

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

13.15. Intellectual Property Rights

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



13.16. SARS Proprietary Information

On their bid covering letter, bidder(s) will make a declaration that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

13.17. Screening and Vetting of Service Provider

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

14. TECHNICAL EVALUATION CRITERIA

14.1. ANNEXURE A1 - Technical Evaluation Scorecard – 100 points

No.	Technical Evaluation Criterion	Weight (100)	RFP Doc. Reference
14.1.1	Company Profile and Resources	15	
	Provide: <ul style="list-style-type: none"> Company profile, organisational structure, number of years in the industry, national footprint and infrastructure to render recruitment services. Bidders network and database Staff complement:: Level of experience, expertise and qualifications of key personnel/ recruitment consultants that may be recommended to SARS. Full contact details of the key contact person/ account manager who will attend to regular meetings between the bidder and SARS 		Refer to section 9.5.1 - 9.5.3
14.1.2	Capability	20	
14.1.2.1	Provide a schedule in a spreadsheet format of all successful placement over the past 24 months indicating; <ul style="list-style-type: none"> Date of placement Job title of incumbent Annual salary package Division/business area Location where incumbent were placed Turnaround time Equity statistics <p>Please note that SARS :</p> <ul style="list-style-type: none"> Reserves the right to audit the information supplied, and Will use the information provided to determine the bidders area of specialisation. 		Refer to section 9.5.4
14.1.3	Methodology/ approach/ standard procedures that will be applied for this tender	50	
14.1.3.1	Provide detailed recruitment strategies and techniques followed in sourcing suitable candidates.		Refer to section 9.5.5

No.	Technical Evaluation Criterion	Weight (100)	RFP Doc. Reference
14.1.3.2	Provide a detailed approach, methodology and process to meet the organisation's recruitment requirements		Refer to section 9.5.6
14.1.4	Guarantees	5	
	Indicate Guarantee period and contingency plans offered to SARS for this bid.		Refer to section 9.5.7
14.1.5	Testimonials	10	
	Provide two (2) most recent testimonials from any clients for more than three vacancies where successfully placed The testimonials must include but not be limited to: <ul style="list-style-type: none"> • Brief description of services rendered • Quality of service • Performance 		Refer to section 9.5.8

15. **ANNEXURE A 2 – TECHNICAL EVALUATION CHECK LIST**

16. **ANNEXURE B – PERCENTAGE PLACEMENT FEE**

17. **ANNEXURE C – BIDDERS PLACEMENT HISTORY**

18. **ANNEXURE D – MONTHLY REPORTING FORMAT**