

REFERENCE: RFP 28/2015

REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A PANEL OF DEBT
COLLECTION SERVICE PROVIDERS**

DATE ISSUED: 9 OCTOBER 2015

CLOSING DATE: 2 NOVEMBER 2015, 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 revenues due;
- Ensure optimal compliance with tax and customs legislation;
- Provide a customs service that will optimise 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 South African tax and customs laws, and to provide quality and responsive service to the public.

Our Values

F – Fairness

A – Accountability

I – Integrity

R – Respect

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.

2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from Bidder(s) for the appointment of a panel of debt collection service providers.

The pre-approved list of debt collectors will be used on various categories of debt subject to funds availability and as and when the services are required by SARS.

3 LEGISLATIVE FRAMEWORK OF THE BID

3.1 TAX LEGISLATION

Bidder(s) must be compliant when submitting their BID to SARS and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

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 TECHNICAL LEGISLATIONS AND/OR STANDARDS

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

4 DURATION OF CONTRACT

The successful bidders will be appointed on a panel for the initial period of 36 months. SARS reserves the right to extend the duration of appointment of the panel by 12 additional months.

5 TIMELINE OF THE BID PROCESS

The validity period of this tender is 180 calendar days from the closing date and time.

The project timeframes of this BID are set out below:

TABLE 5A: Important dates for noting

Activity	Date Due
Advert on Government Bulletin & National Treasury website	9 October 2015
Advert on Sunday Times	11 October 2015
Tender documents on SARS website	12 October 2015
Non-Compulsory Briefing session	19 October 2015
Questions relating to BID from Bidder(s)	12 October – 22 October 2015
BID Closing date	2 November 2015 at 11H00
Notice to Bidder(s)	December 2015/January 2016

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, or create any right in any way for any Bidder to demand that any action be taken on the date established. The Bidder accepts that, if SARS extends the deadline for BID submission (the Closing Date) for any reason, the requirements of this BID otherwise apply equally to the extended deadline.

6 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 fft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send to the above email address.

7 BACKGROUND

The current South African economic climate and forecast is putting pressure on SARS' tax collections. The current SARS management intends to utilize alternative means to ensure that the set revenue targets are achieved and this includes outsourcing a specified category of debt to debt collection agencies.

The current debt book stands at approximately R100bn and can be stratified into the following categories:

- Category A: Outstanding debt less than 4 years;
- Category B: Outstanding debt older than 4 years;
- Category C: Outstanding debt that is untraceable and/or taxpayer is no longer operational; and
- Category D: Outstanding debt flagged for temporary write-off.

For the purpose of this RFP, SARS will outsource Category B, that is outstanding debt old than 4 years. The debt book in this category is estimated at R15bn. From time to time SARS will also embark on outsourcing certain categories of debt to the pre-approved debt collection agencies on its panel.

8 SARS SCOPE OF WORK

Work will be allocated as and when the services are required by SARS and will not necessarily be supplied to the successful bidders on an equitable basis, but based on performance. Successful bidders will not be required purely on a project-specific basis, but may be required for both defined assignments and on an *ad-hoc* basis.

8.1 The following functions are required to be performed by the appointed bidders:

8.1.1 Collection Process

The successful bidder(s) will

- 8.1.1.1 Issue a notification to the debtor to inform them that their account has been handed over. The notification will state the amount owed and outstanding returns;
- 8.1.1.2 Use feedback from the letters as a first screening and categorisation of the cases;
- 8.1.1.3 Use data sources to add any additional information or economic activities to the case. This should include but is not limited to business and or spouses activities;
- 8.1.1.4 Allocate the cases to its call centre and start to engaging the tax debtor(s);
- 8.1.1.5 Capture all interactions with tax debtor(s) once contacted and the outcome should include:
 - (a) Call(s);
 - (b) Emails/faxes/letters;
 - (c) Meeting(s);
 - (d) Payment arrangement;
 - (e) Payment promise;
 - (f) Payment;
 - (g) Finalised and handed back;
 - (h) Returns promised;
 - (i) Returns collected; and
 - (j) Queries.
- 8.1.1.6 Cases with no or incorrect contact details will be referred back to their tracing department to trace and code. The tracing actions will be added onto the system to ensure that any new information is captured and can be used. Unsuccessful actions will be added to provide the details required to prove a case is untraceable and therefore uncollectable.

8.1.2 Reports

SARS will expect the following as minimum requirements for the reports:

8.1.2.1 A monthly report to be generated with a breakdown of the cases to individual level;

8.1.2.2 Addresses handed over and any new addresses obtained plus source used;

8.1.2.3 Amount handed over and any changes on the account

- (a) Debits;
- (b) Credits (other); and
- (c) Specific payments/ deposits.

8.1.2.4 Actions taken on the account and number of each

- (a) Letter;
- (b) Trace;
- (c) Call(s);
- (d) Meeting(s);
- (e) Payment arrangement;
- (f) Payment promise;
- (g) Payment;
- (h) Finalised and handed back;
- (i) Returns promised; and
- (j) Returns collected.

8.1.2.5 Case handed to SARS for action on queries

- (a) Date handed to SARS;
- (b) Date returned from SARS; and
- (c) Number of days with SARS.

8.1.2.6 Cases uncollectable

- (a) No assets and/or income stream; and
- (b) Liquidated/sequestered.

8.1.2.7 Untraceable

- (a) Steps taken to trace;
- (b) Sources validated; and
- (c) Deceased.

8.1.2.8 Information obtained of economic activity

- (a) Trading in a new business;
- (b) Employment status of taxpayer and identify spouse where taxpayer is married in community of property;
- (c) Assets and proof of ownership; and
- (d) Compliance behaviour of the taxpayer and outcome

8.2 SARS REQUIREMENTS FROM THE BIDDER(S)

Bidders are required to submit their response to all the information in this section.

8.2.1 Company Profile and Resources

Provide

- (a) Company profile and clearly indicate debt collection and related services, organisational structure, national footprint and infrastructure to render the services;
- (b) Proposal on its staff's area of experience, languages, qualifications and competencies relevant to the scope of services;
- (c) Size of call/contact center(s) and number of seats;
- (d) Amount of time required by the bidder to commence with the services once appointed; and
- (e) Full details of the dedicated Account Manager who will attend to regular contract review meetings between the bidder and SARS.

8.2.2 Capability

Provide a schedule of bidder's experience and proven track record over the past 4 years in debt collection and related services. The information provided for each client **must** include: -

- Client name;
- Contact person, phone number, the company's business address;
- Debt book value;
- Contract period;
- Description of debt collection services rendered;
- State nature of account (collection for consumers, businesses or both);
- Challenges;
- Recovery rate; and
- Value added services.

Please note that SARS will sample and contact the clients for a reference check. It is important to ensure that the clients listed on the bidder's schedule are contactable.

8.2.3 Collection Process

Provide collection process implemented by the bidder in ensuring that debt is collected efficiently and ethically.

Provide proof of Association of Debt Recovery Agents membership or any other relevant statutory bodies.

8.2.4 Insurance

Provide proof that the bidder has Professional Indemnity Insurance.

8.2.5 Technology and Reporting

Provide details on the:-

- Process and procedure implemented for submitting and updating accounts;
- IT resources to enable tracing, monitoring, predictive dialer tools, preview dialing and call centre management tools;
- Capability of bidder's system to integrate with systems (e.g. SAP); and
- Nature and format of reports available. These include but are not limited to online reports and ability to provide customised reports.

8.3 TECHNICAL COMPLIANCE CHECKLIST

Bidders must complete the compliance checklist as outlined in **Annexure A2**.

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 and before the closing time 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.

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 Bidder(s) are required to submit 2 copies of each file (original and duplicate) and 1 CD-ROM with content of each file by the 02 November 2015 at 11H00. Each file and information in the CD-ROM must be labelled and submitted in the following format:

9.5.1 **FILE 1**

Exhibit 1

- Pre-qualification documents (SBD documents)
- Valid Certificate of Registration by the Debt Collectors Council

Exhibit 2

- Bidder Compliance Checklist for Technical evaluation
- Technical Responses
- Supporting documents for technical responses
- References

Exhibit 3

- Company profile
- Supplementary information

Exhibit 4

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

9.5.2 **FILE 2**

Exhibit 5

- BBBEE Certificate

Exhibit 6

- Annexure B: Pricing Schedule/Rate Card
- 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 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

9.6.1.2 The Bidder submitting the General Conditions of Contract to SARS together with its BID, duly signed by an authorised representative of the Bidder.

9.6.2 Services Agreement

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

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

9.6.2.3 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.

10 EVALUATION AND SELECTION CRITERIA

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

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 10A** below. All documents must

be completed and signed by the duly authorised representative of the prospective Bidder(s). The Bidder(s) proposal will be disqualified for non-submission of any of the documents.

Table 10A: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission will result in disqualification?
Tax Clearance Certificate – SBD 2	YES – Submit a valid and original copy of the certificate.
SARS' s Oath of Secrecy	YES – Complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
Invitation to Bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Pricing Schedule	YES – Submit full details of pricing proposal to SARS on Annexure B.
Declaration of Interest – SBD 4	YES – Complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1	NO – Non-submission will lead to a zero score on BBBEE.
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
Valid Certificate of Registration Proof of registration by the Debt Collectors Council of South Africa OR a letter of good standing from Law Society (Attorneys)	Yes – Submit proof

10.2 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. Functionality will be evaluated as follows:

Bidders will be evaluated out of 100 points. Only Bidders who have met the minimum threshold of 70 out of 100 points and are in the top 6 will be shortlisted to be on the panel.

10.3 PRICE AND BBBEE EVALUATION (GATE 2)

10.3.1 Stage 1 – Price Evaluation (0)

Bidders are required to submit the pricing schedule in Annexure B. The Pricing schedule/ rate card will be used for internal analysis, and will form part of future engagement with the successful bidders as and when the services are required.

10.3.2 Stage 2 – BBBEE Evaluation (10 points)

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

Table 10B: BEE points allocation

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate	10

Codes	Classification	Submission Requirement
Below R5 million p.a.	Exempted Micro Enterprise (EME)	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory

Codes	Classification	Submission Requirement
		Board for Auditors ("IRBA") or a letter from an Accounting Officer as contemplated in the CCA
Between R5 million and R35 million p.a.	Qualifying Small Enterprise (QSE)	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.
Above R35 million p.a.	Large Entity (LE)	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.

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

SARS will accept B-BBEE Certificate issued on the revised B-BBEE Codes.

- Joint Ventures 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 tender.

- Sub-contracting

Bidders who want to claim preference points will have to comply fully with regulations 11(8) and 11(9) of the PPPFA Act 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

10.4 FINANCIAL STATEMENTS

Bidders are required to submit complete sets of audited/reviewed annual financial statements for 3 most recent financial periods in the name of the bidding entity. The financial statement analysis will be conducted on the shortlisted bidders.

10.4.1 The annual financial statements must contain:

- Statement of Profit and Loss and Other Comprehensive Income
- Statement of Financial Position
- Statement of Cash Flows
- Accompanying Notes

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

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

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

10.4.4 In the event of the bid being in the form of a Joint Venture (JV), the following is required:



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

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

11 SPECIAL CONDITIONS OF THIS BID

11.1 SARS reserves the right

- 11.1.1 Not to award or cancel this BID at any time and shall not be bound to accept the lowest or any Bid;
- 11.1.2 To negotiate with one or more preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s);
- 11.1.3 To accept part of a Bid rather than the whole Bid;
- 11.1.4 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;
- 11.1.5 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;
- 11.1.6 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.

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: –
 - a) Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
 - b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
 - c) Act with circumspection and treat SARS fairly in a situation of conflicting interests;
 - d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
 - e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
 - f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
 - g) To conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
 - h) To ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

11.3 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 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 in the past engaged in any matter referred to above; or

11.3.8 has been found guilty in a court of law on charges of fraud and/or forgery;

11.3.9 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 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 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 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 upon expiry of the TCC.

11.10 NATIONAL TREASURY

No tender shall be awarded to a Bidder whose names (or any of its members, directors, partners or trustees) appear 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 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.

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 and in particular the provisions of paragraph 11.13 below. 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,

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 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'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 will on their Bid cover letter make 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.

12 ANNEXURE A 1 – TECHNICAL EVALUATION SCORECARD

No.		Weight
12.1	Company Profile & Resources	20
	<p>Provide</p> <ul style="list-style-type: none"> (a) Company profile and clearly indicate debt collection and related services, organisational structure, national footprint and infrastructure to render the services; (b) Proposal on its staff's area of experience, languages, qualifications and competencies relevant to the scope of services; (c) Size of call/contact center(s) and number of seats; (d) Amount of time required by the bidder to commence with the services once appointed; and (e) Full details of the dedicated Account Manager who will attend to regular contract review meetings between the bidder and SARS. 	
12.2	Capability	25
	<p>Provide a schedule of bidder's experience and proven track record over the past 4 years in debt collection and related services. The information provided for each client <u>must</u> include: -</p> <ul style="list-style-type: none"> • Client name; • Contact person, phone number, the company's business address; • Debt book value; • Contract period; • Description of debt collection services rendered; • State nature of account (collection for consumers, businesses or both); • Challenges; • Recovery rate; and • Value added services. 	

	Please <u>note</u> that SARS will sample and contact the clients for a reference check. It is important to ensure that the clients listed on the bidder's schedule are contactable.	
12.3	Collection Process	20
	<p>Provide a detailed process implemented by the bidder in ensuring that debt is collected efficiently and ethically.</p> <p>Provide proof of Association of Debt Recovery Agents membership or any other relevant statutory bodies.</p>	
12.4	Insurance	15
	Provide proof that the bidder has Professional Indemnity Insurance.	
12.5	Technology & Reporting	20
	<ul style="list-style-type: none"> • Provide details on the:- • Process and procedure implemented for submitting and updating accounts; • IT resources to enable tracing, monitoring, predictive dialer tools, preview dialing and call centre management tools; • Capability of bidder's system to integrate with systems (e.g. SAP); • Nature and format of reports available and these include but not limited to online 	
	TOTAL	100



ANNEXURE A2

See attached Technical Compliance Checklist



13 ANNEXURE B – PRICING SCHEDULE

See attached Pricing Schedule