

**REFERENCE: RFP 31/2015**

**REQUEST FOR PROPOSAL**

**DESCRIPTION:**

**PROVISION OF INCAPACITY LEAVE AND ILL - HEALTH  
RETIREMENT**

**DATE ISSUED: 06 NOVEMBER 2015**

**CLOSING DATE: 07 DECEMBER 2015, 11H00**

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

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## **1 INTRODUCTION**

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 in government delivery.

### **1.1 OVERVIEW OF SARS**

#### **Our Mandate**

In terms of the South African Revenue Service Act, 1997 (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**

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
- 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 potential Bidders for the provision of incapacity leave and ill-health retirement.

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

## **3 LEGISLATIVE FRAMEWORK OF THE BID**

### **3.1 TAX LEGISLATION**

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

### **3.2 PROCUREMENT LEGISLATION**

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

### **3.3 TECHNICAL LEGISLATION AND/OR STANDARDS**

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

## **4 BRIEFING SESSION**

A non-compulsory briefing session will be held at Brooklyn Bridge, Linton House, 570 Fehrsen Street, Brooklyn, Pretoria, on the **17 November 2015 at 11h00**, to clarify the scope and extent of work to be executed.

## **5 DURATION OF CONTRACT**

The successful Bidder will be appointed for a period of 36 months. SARS' reserves the right to extend the agreement by 2 successive periods of 12 months each.

## **6 TIMELINE OF THE BID PROCESS**

The validity period for the tender and withdrawal of offers, after the Closing Date and time is 180 days.

The project timeframes of this Bid are set out below:

Activity	Date Due
Advertisement of Bid in government tender bulletin	06 November 2015
Distribution of Bid documents on the SARS' website	09 November 2015
Non-compulsory briefing session	17 November 2015
Questions relating to RFP from Bidder(s)	23 November 2015
Bid Closing Date	07 December 2015 at 11H00
Notice to Bidder(s).	February / March 2016

\* Subject to change

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

Any time or date in this bid is subject to change at SARS' discretion. A reference to a time or date in this bid does not create an obligation on the part of SARS to take any action, or create any right in any way for any Bidder to demand that any action be taken on that specific date or at that specific time. The Bidder accepts that, if SARS extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this BID will otherwise apply equally to the extended deadline.

## 7 CONTACT

A nominated official of the Bidder(s) can make enquiries in writing, to the specified person, Mr Aser Makgate (Procurement Tender Office) via email [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za) and copy [rfp-professionalservices@sars.gov.za](mailto:rfp-professionalservices@sars.gov.za). Bidders must reduce all telephonic enquiries to writing and send the same to the above email addresses.

## 8 SCOPE OF SERVICE

### 8.1 BACKGROUND

The target group entails between 800 to 950 cases of employees per annum suffering from consistent medical conditions which are impacting on health in the medium or long term (chronic disease, a serious injury sustained or severely ill employees).

In the financial year April 2014 to March 2015, SARS had 903 cases reported. The natures of these cases are as follows:

**Table 8 A: Nature of Cases**

Nature of Cases	Number of Cases
Extended Sick Leave	826
Full Health Assessment	47
Ill-Health Retirement	30
<b>Number of total cases</b>	<b>903</b>

The table below illustrates in detail the scope of work as and when the services are required by SARS’:

**Table 8 B: Scope of Work**

No.	What is required	Responsibility of the Service Provider	Frequency	Response Time	Location	Output
1.	Support incapacity leave referrals for: <ul style="list-style-type: none"> <li>• Specialist Medical opinion, and</li> <li>• Therapist medical opinion</li> </ul>	Will be required to refer SARS cases to a relevant medical specialist or therapist for an independent medical opinion as requested or specified by the SARS Occupational Medical Practitioner (OMP).	As and when required	Independent specialist or therapist report opinion must be delivered within 6 weeks.  Contact for an appointment with the specialist must occur within 1 – 7 days of the referral, subject to the employee’s availability	National - this includes remote sites, small towns and rural areas.	A complete specialist or therapist report with medical opinion and recommendations. Specialist or therapist opinion or report if feedback occurred telephonically (1 page medical opinion only).
2.	Support incapacity leave referrals to a specialist or therapist for an independent medical opinion where an applicant does not agree with a medical panel outcome.	Service provider to source a second opinion as requested by the SARS OMP. This is in respect of appeals lodged by applicant and that require a second independent opinion.	As and when required	Report or opinion to be submitted within 6 weeks to SARS OMP or IMP (Independent Medical Practitioner).	National - this includes remote sites, small towns and rural areas.	A complete specialist or therapist report with medical opinion and recommendations

No.	What is required	Responsibility of the Service Provider	Frequency	Response Time	Location	Output
3.	Support the incapacity leave and medical panel referrals for specialist or therapist opinion or report	Service provider specialist or therapist to refer SARS cases to a relevant specialist or therapist for a “work-related” effectiveness opinion and report as requested or specified by the SARS IMP.	As and when required	<p>Specialist or therapist report or opinion to be submitted within 6 weeks.</p> <p>The specialist or therapist contact for an appointment must occur within 7 days of the referral, subject to the employee’s availability.</p>	<p>Availability of all specialist or therapist services.</p> <p>National - this includes remote sites, small towns and rural areas.</p>	<p>Occupational therapist opinion</p> <p>A complete specialist or therapist report with medical opinion and recommendations</p> <p>Service provider opinion or report if feedback occurred telephonically (1 page Occupational therapist opinion only) – crux / core issues.</p>
4.	Incapacity Ill - Health Retirement Referral	Service provider refers incapacity SARS cases to a relevant specialist or therapist for an independent medical opinion for the purpose of incapacity ill- health retirement.	As and when required	<p>Independent specialist or therapist report opinion must be delivered within 6 weeks.</p> <p>The specialist or therapist contact for an appointment must occur within 1 – 7 days of the referral, subject to the employee’s availability.</p>	National - this includes remote sites, small towns and rural areas.	A detailed Ill - health retirement report or opinion.

## **9 TECHNICAL REQUIREMENT FROM THE BIDDER(S)**

The requirements of SARS are set out below:

### **9.1 COMPANY PROFILE**

Provide a company profile which illustrates the following:

- 9.1.1** Years of service in rendering incapacity leave and ill - health retirement;
- 9.1.2** The extent of expert support in managing incapacity leave and ill - health retirement and related services;
- 9.1.3** Scope of services covered within the incapacity leave and ill - health retirement; and
- 9.1.4** Describe your management of incapacity referrals in multiple sites over various regions within required response.

### **9.2 COMPLIANCE**

Bidder(s) to provide proof of registration with the following bodies:

- 9.2.1** Occupational Health and Safety Advisory Services (OHSA); and
- 9.2.2** Health Professions Council of South Africa (HPCSA).

### **9.3 NATIONAL FOOTPRINT**

Provide evidence of national footprint in region, urban and remote areas for the provision of incapacity leave and Ill - health retirement.

It is critical that bidders clearly indicate their national footprint by also completing **Annexure C**.

### **9.4 REFERENCES**

Bidder(s) are required to provide 3 recent contactable references to which similar services are/ were provided. The references must include the following information:

- The name of the company;
- The name of the contact person;
- The company's business address;
- Phone numbers; and
- The duration of the bidder's contract with the company and a brief description of services provided.

### **9.5 KEY CONTACT PERSON**

Provide full contact details of the national co-ordinator/ contact person.



## 9.6 COMPLIANCE CHECKLIST

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

## 10 PRICING REQUIREMENT FROM THE BIDDER(S)

The Bidder(s) must take the following into consideration when preparing its Bid:

- The service of incapacity leave and ill - health retirement will be required on an “as- and- when” basis;
- There is no monthly retainer or fixed fee payable to the service provider;
- The pricing model is per referred cases;
- The service provider rates must be inclusive of all costs (including VAT), where applicable;
- The number of severe cases requiring specialist/ therapist reports and/ or medical board is approximately 5 per month;
- The number of cases requiring occupational therapist work evaluation, competence report and/ or assessment is approximately 5 per month.

### 10.1 PRICING

Refer to **Annexure B** for detailed pricing schedule that must be completed.

## 11 INSTRUCTIONS TO BIDDER(S)

- 11.1 Bids must be properly packaged and deposited on or before the closing date and before the closing time ( 07 December 2015 at 11H00) in the tender box situated at the main entrance of the:

SARS' Procurement Centre  
Brooklyn Bridge  
Linton House - Ground floor  
570 Fehrsen Street  
Brooklyn, Pretoria

- 11.2 Bid documents may also be posted to The Tender Office – SARS' Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181.
- 11.3 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'.
- 11.4 Late bids will not be accepted and shall be returned to Bidder(s).

- 11.5 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 **07 December 2015 at 11H00**. Each file and information in the CD-ROM must be labelled and submitted in the following format:

**FILE 1**

Exhibit 1

- Pre-qualification documents (SBD Documents)

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

**FILE 2**

Exhibit 5

- B-BBEE Certificate (copy of the recent and valid)

Exhibit 6

- Pricing schedule (**Annexure B**)

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

## 11.6 AGREEMENTS

### 11.6.1 General Conditions of Contract

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

- 11.6.1.1 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; and
- 11.6.1.2 The Bidder submitting the General Conditions of Contract to SARS together with its Bid, duly signed by an authorised representative of the Bidder.

### 11.6.2 Services Agreement

- 11.6.2.1 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.
- 11.6.2.2 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 (including for purposes of better giving effect to the objectives set out in this RFP).

**11.6.3** Bidders are requested to comment on the terms and conditions set out in the draft Services Agreement and where necessary, propose amendments to the terms and conditions in the following manner:

- 11.6.3.1 Each comment and/or amendment must be explained; and
- 11.6.3.2 All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

**11.6.4** 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.

## 12 EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that a Bidder needs 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 outlined in 12.1 below.

- **Technical Evaluation Criteria (Gate 1)** – Bidder(s) will be evaluated out of 100 points during Technical Evaluations. Only bidders that have met the Technical threshold of 70 out of 100 points will be evaluated on price and B-BBEE.
- **Price and B-BBEE evaluation (Gate 2)** – This will be evaluated out of 100 points and will only apply to Bidder(s) who have met the technical evaluation threshold of 70 out of 100 points.

## 12.1 PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this Bid, a Bidder must submit the documents listed in **Table 12 A** below. Documents must be completed and signed by the duly authorised representative of the prospective Bidder. The Bidder's proposal may be disqualified for non-submission of any of the documents.

**Table 12 A: Documents that must be submitted for Pre-Qualification**

Name of the document that must be submitted	Non-submission may result in disqualification?
Tax Clearance Certificate – SBD 2	<b>YES</b> – Please submit a valid and original certificate.
SARS' s Oath of Secrecy	<b>YES</b> – 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	<b>YES</b> – Please complete and sign the supplied pro forma document.
Pricing Schedule – Annexure B	<b>YES</b> – Please submit full tariff details to SARS as per Annexure B
Declaration of Interest – SBD 4	<b>YES</b> – Please complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	<b>NO</b> – Non-submission will lead to a zero score for B-BBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	<b>YES</b> – Please complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	<b>YES</b> – Please complete and sign the supplied pro forma document.

## 12.2 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:

- Technical Evaluation – Bidders will be evaluated out of 100 points; and
- Only Bidders who have met the minimum threshold of 70 out of 100 points will proceed to Gate 2.

The Bidders' technical proposals will be scored according to the following points system:

**Table 12 B: Technical Evaluation**

Functionality	Maximum Points Achievable	Minimum Threshold
Company Profile	50	70
Compliance requirements	20	
National Footprint	15	
References	15	
<b>Overall Combined Score</b>	<b>100</b>	<b>70</b>

### 12.3 PRICE AND B-BBEE EVALUATION (GATE 2) (90 + 10) = 100 POINTS

#### 12.3.1 Stage 1 – Price Evaluation (90 points)

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 (i.e. total fees payable as per SARS' Schedule of Proposed Tariffs)  
 $P_{\min}$  = Rand value of lowest acceptable Bid (i.e. total fees payable to the service provider with the lowest overall percentage deviation from SARS' Schedule of Proposed Tariffs)

#### 12.3.2 Stage 2 – B-BBEE Evaluation (10 points)

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

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in service providers scoring 0 for B-BBEE.

Classification on	Turnover	Submission Requirement
Exempted Micro Enterprise ( EME)	Below R5 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R5 million and R35 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA
Large Enterprise (LE)	Above R35 million p.a.	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 and cannot be excluded from the tender process.

#### 12.3.2.1 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.

#### 12.3.2.2 Sub-contracting

Bidders who want to claim Preference points will have to comply fully with regulation 11(8) and 11(9) of the PPPFA Act with regard to sub – contracting:

**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 EME that has the capability and ability to execute the sub-contract.

**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 EME that has the capability and ability to execute the sub-contract.

#### 12.3.3 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.

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

## **13 SPECIAL CONDITIONS OF THIS BID**

### **13.1 SARS reserves the right:**

**13.1.1** Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid.

**13.1.2** 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).

**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 correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process.

**13.1.6** A non-exclusivity and a termination for convenience clause would be inserted in the contract to permit SARS to procure the same services from other service providers and to terminate the contract on notice without having to furnish a reason.

### **13.2 SARS requires Bidder(s) to declare**

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

**13.2.1** 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.

**13.2.2** Confirm that the Bidder(s) is to: –

**13.2.2.1** Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;

**13.2.2.2** Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;

**13.2.2.3** Seek from SARS appropriate and available information regarding the objectives of employee recognition & award and related services;

**13.2.2.4** Act with circumspection and treat SARS fairly in a situation of conflicting interests;

**13.2.2.5** Comply with all applicable statutory or common law requirements applicable to the conduct of business;

**13.2.2.6** Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;

**13.2.2.7** Avoidance of fraudulent and misleading advertising, canvassing and marketing;

**13.2.2.8** To conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and

**13.2.2.9** 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.

### **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 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; has in the past engaged in any matter referred to above; or

**13.3.7** 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.

#### **13.4 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.

#### **13.5 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.

#### **13.6 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.

#### **13.7 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.

### **13.8 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.

### **13.9 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 upon expiry of the TCC.

### **13.10 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.

### **13.11 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.

### **13.12 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 13.13 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.



### **13.13 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' 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' 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.

### **13.14 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.

# 14 ANNEXURE A1 – TECHNICAL EVALUATION CRITERIA

NO	Description of service	WEIGHT
14.1	<p>Provide a company profile which illustrates the following:</p> <ul style="list-style-type: none"> <li>• Years of service in rendering incapacity leave and ill - health retirement;</li> <li>• The extent of expert support in managing incapacity leave and ill - health retirement and related services;</li> <li>• Scope of services covered within the incapacity leave and ill - health retirement; and</li> <li>• Describe your management of incapacity leave and ill - health retirement referrals in multiple sites over various regions within required response.</li> </ul>	50
14.2	<p>Bidder(s) to provide proof of registration with the following bodies:</p> <ul style="list-style-type: none"> <li>• Occupational Health and Safety Advisory Services (OHSA)</li> <li>• Health Professions Council of South Africa ( HPCSA)</li> </ul>	20
14.3	<p>Provide evidence of national footprint in provinces/ regions, urban and remote areas for the provision of incapacity leave and ill - health retirement; and related services.</p> <p>It is critical that bidders clearly indicate their national footprint by also completing <b>Annexure C</b>.</p>	15
14.4	<p>Bidder(s) are required to provide 3 current/ recent contactable references to which similar services are/ were provided. The references must include the following information:</p> <ul style="list-style-type: none"> <li>• The name of the company;</li> <li>• The name of the contact person;</li> <li>• The company's business address;</li> <li>• Phone numbers; and</li> <li>• The duration of the bidder's contract with the company and a brief description of services provided.</li> </ul>	15
<b>Total Points</b>		<b>100</b>



- 15     **ANNEXURE A 2 TECHNICAL Compliance Checklist**  
         **See attached Technical Compliance Checklist**



**16     ANNEXURE B – PRICING SCHEDULE**  
**See attached Pricing Schedule.**

17 ANNEXURE C – NATIONAL FOOTPRINT

Please refer to section 9.3 of the main RFP to complete this form.

REGION	NUMBER OF SARS EMPLOYEES	FOOTPRINT (Mark with X)
Eastern Cape	752	
Free State & Northern Cape	790	
Limpopo	489	
Mpumalanga	483	
North West	381	
Western Cape	1707	
Kwazulu-Natal	1632	
Gauteng	7339	