

REFERENCE: RFP 14/2020
REQUEST FOR PROPOSAL

DESCRIPTION:

**PROVISION OF EMPLOYEE HEALTH AND WELLNESS RELATED
SERVICES**

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CLOSING DATE: 25 MARCH 2021 at 11H00

TENDER BOX:

GROUND FLOOR, LINTON HOUSE
BROOKLYN BRIDGE
570 FEHRSEN STREET
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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 in government delivery.

2. OVERVIEW OF SARS

Our Mandate

The SARS Act, 1997, enables SARS to:

- Collect all revenue due;
- Ensure optimal compliance with Tax and Customs legislation; and
- Provide a Customs service that optimises revenue collection, protect our borders and facilitate legitimate trade.

The primary legislation that SARS administers includes:

- Income Tax Act, 1962;
- Customs and Excise Act, 1964;
- Value-Added Tax Act, 1991;
- Tax Administration Act, 2011; and
- Employment Tax Incentive Act, 2013.

SARS Higher Purpose

Our work enables Government to build a capable State, to foster sustainable economic growth and social development that serves the wellbeing of all South Africans.

Our Strategic Intent

Our mandate is to collect all revenue due; ensure optimal compliance with tax and customs legislation; provide a customs service to optimise revenue, border protection and facilitate legitimate trade. To give effect to our mandate, our Strategic Intent is to develop a Tax & Customs system based on Voluntary Compliance.

Our Vision

It is our Vision to build a smart modern SARS with unquestionable integrity that is trusted and admired.

Our Strategic Objectives

In support of our Strategic Intent and to give effect to our compliance philosophy, we have identified and committed to achieving nine (9) Strategic Objectives to guide and inform our efforts and decisions and focus our resources over the course of this planning cycle. Our nine (9) Strategic Objectives are as follows:

- Provide clarity and certainty for taxpayers and traders of their obligations;
- Make it easy for taxpayers and traders to comply with their obligations;
- Detect taxpayers and traders who do not comply, and make non-compliance hard and costly;
- Develop a high performing, diverse, agile, engaged and evolved workforce;
- Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, derive insight and improve outcomes;
- Modernise our systems to provide digital and streamlined online services;
- Demonstrate effective resource stewardship to ensure efficiency and effectiveness in delivering quality outcomes and performance excellence;
- Work with and through stakeholders to improve the tax ecosystem; and
- Build public trust and confidence in the tax administration system.

Our Values

Endeared by a sense that we serve a Higher Purpose in the service of South Africans, and committed to the fulfilment of our Mission & Mandate, we hold the following values dear:

- Uncompromising regard for Taxpayer Confidentiality;
- Unquestionable Integrity, Professionalism and Fairness;
- Exemplary Public Service; and
- Incontestable insights from Data & Evidence.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential Service Provider(s), with minimum B-BBEE status level 3 for the provision of Employee Health and Wellness related services to SARS.

For the purpose of this RFP, the health and wellness services constitute the following categories:

Category A – Employee Assistance Programme

Category B – Executive Wellness Programme

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

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

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1 TAX LEGISLATION

When submitting a bid to SARS, Service Provider(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 LEGISLATION AND/OR STANDARDS

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

5. BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated. Interested parties will find the details / link of the meeting on the SARS website three (3) days prior to the briefing session date, as indicated in Table 7A below.

6. DURATION OF CONTRACT

The successful Bidder will be appointed for a maximum period of forty-eight (48) months. Bidders should note that the agreement will be subject to confirmation of funds availability on an annual basis.

7. TIMELINE OF THE BID PROCESS

The validity period of the tender and the withdrawal of offers, after the closing date and time, is one hundred and eighty (180) days.

The project timeframes of this Bid are set out below:

Activity	Date Due
Advertisement of Bid in the: - Government Tender Bulletin; and - National Treasury Tender Portal.	05 March 2021
Distribution of Bid documents on SARS website	05 March 2021
Non-Compulsory virtual Briefing Session	12 March 2021 at 11H00
Last date for questions relating to the bid from Service Provider(s)	18 March 2021
Bid Closing Date	25 March 2021 at 11H00
Notice to Service Provider(s)*	May 2021
Contract commencement date*	May 2021

All the times given in this bid are 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.

8. CONTACT

A nominated official of the Bidder(s) can make enquiries only in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email TenderOffice@sars.gov.za and copy rft-professionalservices@sars.gov.za. Bidders must make all enquiries in writing and send them to the email addresses listed above.

9. SCOPE OF WORK

9.1 BACKGROUND

SARS aspires through its Health and Wellness programmes to create a safe and healthy working environment that promotes:

- Value-driven employee performance; and
- Professional and personal growth of all employees at all organisational levels.

The SARS Workplace Wellness seeks to:

- Strategically invest and improve the quality of life of all employees by providing health and psychosocial cognition of employees as a totality;
- Alleviate the impact of everyday work, personal and family problems; and
- Ensure legal compliance with legislative and regulatory occupational frameworks requirements.

SARS requires the following services as part of its Health and Wellness Related Services:

Category A – Employee Assistance Programme

A comprehensive Employee Assistance Programme service is required for SARS employees, their immediate family members and their household members. For this purpose, an immediate family member is defined as any member of the family that has a close and direct relation with a SARS employee. These include parents, step-parents, grandparents, children (biological/adopted) and siblings.

Household family member is any individual who does not fall in any of the above categories but shares the same household with a SARS employee.

SARS believes that sustained peak performance requires a truly engaged and healthy employee. The SARS Employee Assistance Programme deals with a broad range of occupational health, physical, spiritual, psychological and socio-economic problems that affect the employee's wellbeing, behaviour and performance capability.

The current total head count of SARS is 12 511 as illustrated below and this excludes family and household members.

Table 9A: SARS Head Count per Region

Regions	Head Count
Eastern Cape	700
Free State	494
Gauteng	6803
Kwa-Zulu Natal	1605
Limpopo	430
Mpumalanga	434
North West	301
Northern Cape	177
Western Cape	1567

*Note:

1. SARS is currently amending working structures therefore the Business areas and locations as well as the number of employees per area will change.
2. This is the headcount number as at 31 January 2021.
3. This headcount number may vary from month to month due to e.g. attrition and recruitments or new placements / appointments.
4. For the further breakdown refer to Annexure C2.

Category B – Executive Wellness Programme

A comprehensive Executive Wellness Programme is required to assist in addressing the senior management level employees' health and wellbeing related matters. The programme also intends to create and maintain healthy organisational leadership that contributes towards sustainable performance management by controlling identified health risks.

The current total headcount of SARS in an executive wellness programme is 454, as illustrated below:

Table 9B: SARS Headcount per Region

Regions	HeadCount
Eastern Cape	3
Free State	3
Gauteng	396
Kwa-Zulu Natal	19
Limpopo	1
Mpumalanga	1

North West	1
Northern Cape	1
Western Cape	29

Note*

1. This is the headcount number as of 31 January 2020.
2. This headcount number may vary from month to month due to, e.g. attrition and recruitments or new placements / appointments.

9.2 SCOPE OF SERVICES CATEGORY A - EMPLOYEE ASSISTANCE PROGRAMME

9.2.1 Psychosocial support

The bidder must provide emotional support services for employees, their immediate family members and their household members. **Children seven (7) years and older should receive counselling.** A maximum of six (6) face-to-face and/ or virtual counselling sessions must be provided per person, per incident, per year. If a referral is done to an institution outside the scope of services whereby an employee will incur costs, e.g. psychiatric institutions and rehabilitation institutions etc.; the bidder must verbally and in writing, inform the employee accordingly and report this to SARS Health and Wellness manager.

The bidder must also provide:

9.2.1.1 Psychosocial services including but not limited to:

- a. Individual face-to-face and/ or virtual counselling (health, psychosocial, relationship, marital and work-related);
- b. Family counselling (group and/ or individual)and including bereavement counselling
- c. Individual and group bereavement counselling;
- d. Financial advice/coaching (including garnishee order/debt counselling/rehabilitation and investigations);
- e. Legal advice and support (excluding court representation and labour relations matters);
- f. Retirement counselling; and
- g. Substance abuse management.

9.2.1.2 Unlimited telephonic counselling.

9.2.1.3 Group trauma debriefing (Critical Incident Management) - Provide on-site and virtual assistance in the event of a traumatic incident as and when required.

- a. Team debriefing - Team to be comprised of a maximum of 20 staff members per session.

9.2.1.4 Managerial services (including formal referrals by managers):

- b. Manage end to end managerial referral processes which include referred cases, reference number, tracking of case progress, intermediate feedback to the referring manager and formal report.
- c. Provide guidance for managers on how to deal with employees presenting with behaviour patterns suggestive of underlying psychosocial issues.

9.2.1.5 Assisted referrals - Allow non-managerial individuals (e.g. Wellness Consultants, Organised Labour and Human Resource Business Partners) to refer employees informally.

9.2.1.6 Wellness website management - Provide comprehensive health, wellness and disease management content and interactive offerings (i.e. ask the professional), online to SARS personnel.

9.2.2 Capacity Building

9.2.2.1 To develop wellness-related training material.

9.2.2.2 Provide train the trainer training to SARS wellness consultants and Human Resource Business Partners upon request.

9.2.2.3 Provide Wellness related psycho-social training to SARS employees.

9.2.3 Confidentiality

Confidentiality is the cornerstone of both EAP and other components of the Employee Wellness Programme (EWP). The bidder should at all times be consistent with relevant professional codes of ethics and practices as set out by the relevant professional bodies and/or other related statutory and regulatory provisions including Health Professional Council of South Africa (HPCSA). This further entails that personal/identifying details including the nature of psychosocial problems of individuals who accessed various support on their own should not be provided to SARS, unless written consent is provided by the individual as a "need-to-know" basis.

In cases of managerial referrals, identification of employees is inevitable. Thus, only the "need-to-know" information should be shared with the referring line manager on whether the support provided was effective, how the employee should be supported as well as strategies on managing the employee going forward. However, the information shared by the individual that pose a life threat to own or other persons or own or other people's properties including organisation/SARS properties; involvement in fraudulent activities; in cases of child abuse as well as court subpoenas should be dealt with in accordance with the clear clinical protocols and in compliance with any

applicable legislation.

9.2.4 Conditions of Services

The bidder must ensure that:

- 9.2.4.1 Telephonic and face-to-face and/ or virtual support is offered through a countrywide network of professional Employee Assistance Programme affiliates. All the affiliates must be registered with the relevant professional bodies;
- 9.2.4.2 The telephone service is staffed by registered professionals (i.e. psychologists, social workers and registered counsellors) and is personally answered 24 hours a day/7 days a week/365 days per year;
- 9.2.4.3 The toll-free number provides employees with language options in all eleven (11) official languages of South Africa;
- 9.2.4.4 Bidder must have a Call Centre (capacity) which is a physical location and with a minimum of 10 defined seats occupied at all times; and
- 9.2.4.5 Bidder must have a wellness website that can be linked into SARS intranet.

9.2.5 Access to Services

The bidder must ensure that the following mediums are used to allow access to services:

- 9.2.5.1 Telephone; the toll-free number should be free and/or not limited to the landline.
- 9.2.5.2 Email. A dedicated email address must be made available to SARS. The dedicated email the address must have an automated response that indicates expected turn-around times;
- 9.2.5.3 Independent dedicated email address for gender-based violence related matters;
- 9.2.5.4 Any or all of the following; Microsoft Teams, Zoom and Webex;
- 9.2.5.5 "Please call me" service. A 10-digit cellular phone number must be made available to SARS employees;
- 9.2.5.6 Retention of the current SARS toll-free number and cellphone number (This should also function as Whatsapp number); and
- 9.2.5.7 Interactive Whatsapp service.

9.2.6 Customer services

The following forms part of the customer service that must be provided to SARS:

9.2.6.1 Record keeping and document management

- a. Ensure that electronic, as well as paper-based, confidential client information, will be stored and maintained safely;

- b. Have an efficient and effective administrative process/procedure for audit purposes and for managing all medical files, results, enquiries and claims; and
- c. Ensure that document management processes and procedures (retention of files and destruction) are in place.

9.2.6.2 Reporting

Provide monthly, quarterly, annual and ad-hoc reports per region, division and branch office (and/or other variables as may be requested by SARS Wellness manager). The confidentiality of employee information must be taken into consideration. Reports must reflect utilisation and identified trends. Provide quarterly, annually, and ad-hoc reports on all gender-based violence (GBV) incidents reported.

9.2.6.3 Formal referral report

Formal referral reports to be made available to the referring manager upon conclusion of the intervention. The report should update the manager on progress made with all formal referrals.

9.2.7 National Footprint

The bidder must have a national footprint of affiliates listed below within the major towns of the regions where SARS operates. The affiliates must be registered with relevant professional bodies:

- a. Clinical/counselling psychologists,
- b. Registered counsellors
- c. Social workers)

The service should be available in the eleven (11) official languages including South African sign language, and the national footprint of the service provider needs to be sound to accommodate SARS employees at remote sites across the country.

9.2.8 Account Management

SARS requires a dedicated Key Account Manager who will be responsible for the following:

- 9.2.8.1 Ensuring delivery of services in line with the agreed Services Agreement;
- 9.2.8.2 Conducting relevant assessments for SARS to ensure that the project plan will address the identified risks and needs of SARS;
- 9.2.8.3 Developing an integrated project plan which is aligned with SARS' strategic objectives;
- 9.2.8.4 Coordination of training and any wellness projects implemented with SARS;
- 9.2.8.5 Meeting with SARS on a monthly basis to discuss and review projects planned or

implemented;

- 9.2.8.6 Building relationships with the SARS Employee Assistance Programme team within different regions and ensure high visibility within those regions;
- 9.2.8.7 Providing a sample of the implementation plan as part of the bid submission;
- 9.2.8.8 Meetings on a monthly and quarterly basis to present the reports prepared, Service Relationship Review meetings on an annual basis and Ad hoc meetings, as and when required; and
- 9.2.8.9 Review the SARS Employee Assistance Programme strategy in consultation with SARS wellness team on an annual basis.

9.2.9 Marketing and Awareness

The bidder must provide the following services related to marketing and awareness:

9.2.9.1 Marketing and awareness campaigns

- a. The bidder must create awareness of and promote wellness services and other related issues within SARS. This will be done through providing employees with relevant virtual, online, and e-learning wellness information to cater for all employees (including those working from home), as well as printed wellness information material for employees who may not have easy online access (such as posters, brochures, videos, articles, banners, etc.);
- b. The bidder must assist in creating awareness through education, information sessions and awareness campaigns. The bidder must drive, coordinate and implement Health Calendar Days Campaigns in line with the National Health Calendar as informed by SARS risks. A minimum of one awareness campaign must be held per month, per region virtually/onsite nationally as per the health risk profile of the organisation; and
- c. The bidder must drive monthly electronic awareness, and provide desk drops, teaser and newsletter.

9.2.9.2 Specialized Wellness Interventions

The successful bidder must:

- a. Roll out proactive, preventative and integrated psychosocial wellness interventions as informed by the report trends or wellbeing surveys into the top five presenting problems such as stress, relationship issues, organizational issues, mental health, and gender-based violence etc.
- b. Offer virtual, and where required, financial management programme, financial education and coaching, credit advice and monitoring, debt management and retirement planning;

- c. Offer virtual (including on-site, as and when required) lifestyle, physical activity and stress management programmes; and
- d. Provide customized gender-based violence reports as and when required.

9.2.10 Monitoring and Evaluation

The bidder must provide the following services related to monitoring and evaluation:

- a. The bidder must provide SARS with feedback from users of the Employee Assistance Programme through conducting client satisfaction surveys, telephone surveys or web-based surveys after the delivery of services;
- b. Conducting Behavioural Risk Management survey including for SARS to ensure that the project plan will address the identified risks and needs of SARS on year two and year four;
- c. The successful bidder must be able to demonstrate return on investment from all interventions implemented; and
- d. Give an example on how they present Return On Investment (ROI) .

9.3 SARS REQUIREMENTS FROM BIDDERS FOR CATEGORY A

Bidders are required to submit their responses to all the requirements in this paragraph.

9.3.5 Company Profile, Infrastructure and Resources

Bidders must provide:

- 9.3.5.1 A company profile, organisational structure and detailed infrastructure to render the services as outlined in 9.2;
- 9.3.5.2 Full contact details of the Key Account Manager.

9.3.6 Capability

- 9.3.6.1 Bidder has to provide Curriculum Vitae and proof of registration with HPCSA and SACSSP for a minimum of ten (10) call centre consultant. The Curriculum Vitae and proof of registration should be submitted for each call centre consultant
- 9.3.6.2 The Bidder has provided minimum of two Curriculum Vitae of persons/team responsible for compiling a report. The CV's must show qualifications in data or statistical analysis and interpretation with the minimum of three years of experience in report writing.

9.3.7 National Footprint

Provide a summary of the bidder's database of network of affiliate's across the nine (9) regions by completing all columns in **Annexure C1**. The bidder to confirm that national footprint can provide services in line with the minimum ratio of 1: 30 (Affiliates against SARS Regional headcount) per each region (Refer to Table 9A for SARS Head Count per region). The qualified clinical/counselling

psychologists, registered counsellors and social workers should be scattered in all areas where employees and family members can easily access the sessions at the affiliate's practice rooms that are closer to place of residence or work.

Bidder must be able to offer services in the eleven official languages and including South African sign language (where possible).

9.3.8 Record Keeping and Document Management

- 9.3.8.1 Describe how electronic, as well as paper-based, confidential client information, will be stored and maintained;
- 9.3.8.2 A detailed description of how to efficiently and effectively administrative process / procedure for audit purposes and for managing all employees; and
- 9.3.8.3 Describe how records are retained and destructed during and after the contract expiry date in line with the legislation.

9.3.9 Reference Letters

Provide reference letters from at least three (3) contactable clients, to whom similar services have been provided to in the past five (5) years. The reference letters must include company name, contact person name and designation, phone number, email address, duration of the contract, a brief description of the services rendered as well as the level of satisfaction with the service rendered.

The identified reference should complete **Annexure A4** and authenticate it with a company stamp or transfer the information onto their companies' letterhead.

Please note: SARS may contact the clients for a reference check. It is therefore important to ensure that the clients listed on the schedule are contactable.

9.3.10 Presentation

- 9.3.10.1 The bidder has demonstrated the operational capability including methodology, approach and process to execute an all-inclusive package of employee assistance programme as specified in the SARS scope of work; and
- 9.3.10.2 Bidder to demonstrate the capability to integrate information from trend report and recommend customised intervention to addressed identified risk.

9.4 SCOPE OF SERVICES CATEGORY B – EXECUTIVE WELLNESS PROGRAMME

9.4.1 Comprehensive offsite health assessment every two years

The bidder must provide a full day comprehensive offsite health assessment which entails the

following:

9.4.1.1 Full Medical Review

- a. Extensive personal medical history review;
- b. Review of special investigations: pathology and radiology; and
- c. Comprehensive medical examination: focus on medical risk and chronic illness potential.

9.4.1.2 Nutritional Assessment

- a. Dietary evaluation and anthropometry review;
- b. Special focus on dietary allergies, intolerances and preferences; and
- c. Nutrition intervention design.

9.4.1.3 Pathology Screen: Blood tests relevant to age, gender and family history including:

- a. Glucose and Lipogram finger pricks;
- b. Alkaline Phosphatase (ALP), Aspartate Aminotransferase (AST) and Alanine Aminotransferase (ALT) for Liver Function;
- c. A Fecal-Occult Blood (stool test for women above 40 for cancer) alanine aminotransferase;
- d. Prostate-Specific Antigen (PSA) cancer for men above 40; and
- e. Liquid-based cytology PAP Smear- (for cervical cancer for Women).

9.4.1.4 Biokinetic Assessment

- a. Personal musculoskeletal and activity review;
- b. Cardio-respiratory testing;
- c. Fitness assessment;
- d. Posture and ergonomics assessment; and
- e. Body composition and anthropometry.

9.4.1.5 Detailed Personal Report

- a. Identify and categorise appropriate clinical findings;
- b. Provide understandable guidelines for change/intervention recommendations; and
- c. Referral to medical, behavioural and allied specialists where required.

9.4.1.6 Follow- up Intervention Plan

- a. Bidder must conduct end to end individual lifestyle coaching based on the clinical findings.

9.4.2 Medical Record Keeping and Document Management

The bidder must:

9.4.2.1 Ensure that electronic, as well as paper-based, confidential client information, will be stored and maintained safely;

9.4.2.2 Have an efficient and effective administrative process/procedure for audit purposes and

for managing all medical files, results, enquiries and claims; and

9.4.2.3 Describe how records are retained and destructed during and after the contract expiry date in line with the legislation.

9.4.3 **Reporting**

9.4.3.1 The bidder must provide the following types of reports:

- a. Monthly dashboard, quarterly and annual reports;
- b. Ad-hoc reports; and
- c. Trends analysis reports.

9.4.3.2 Reports should meet the following requirements:

- a. Identify common trends and offer relevant recommendations to address the issues identified in the reports.
- b. Reflect Return on Investment of the Executive Wellness services for SARS.

9.4.3.3 Monitoring and Evaluation

- a. The bidder must provide SARS with feedback from users of the Employee Assistance Programme through conducting client satisfaction surveys, telephone surveys or web-based surveys after the delivery of services; and
- b. Conducting Behavioural Risk Management survey for SARS to ensure that the project plan will address the identified risks and needs of SARS on year one and year three .

9.4.4 **Management of the service**

9.4.4.1 A Key Account Manager must be assigned to SARS to be responsible for the following:

- a. Ensure delivery of services in line with the Services Agreement;
- b. Conduct a proper needs assessment to ensure that the project plan will address the relevant needs of SARS;
- c. Develop an integrated project plan which is aligned to SARS's strategic objectives;
- d. Ensure the seamless national implementation and coordination of the Executive Wellness Programme; and
- e. Meet with SARS on a quarterly basis to discuss and review projects planned or implemented.

9.5 **SARS REQUIREMENTS FROM BIDDERS FOR CATEGORY B**

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

9.5.1 **Company Profile, Infrastructure and Resources**

Bidders must provide:

- 9.5.1.1 A company profile, organisational structure and detailed infrastructure to render the services as outlined in 9.4;
- 9.5.1.2 Indicate a range of in-house services provided specific to Executive Wellness; and
- 9.5.1.3 Full contact details of the Key Account Manager.

9.5.2 Capability

- 9.5.2.1 The bidder must have a facility in each of the following regions: Gauteng, Western Cape and Kwazulu Natal for executive wellbeing programme with fittings and finishes combined with high-tech exercise and diagnostic equipment to deliver a good service completing **Annexure D1**;
- 9.5.2.2 Bidder(s) must demonstrate their capability to deliver the services in the following regions: **Gauteng, Western Cape and Kwazulu Natal** by completing **Annexure D2**; and
- 9.5.2.3 The bidder to demonstrate capacity to link their Information Technology systems with SARS executive is cellphones and email for the direct marketing purpose.

9.5.3 Record keeping and document management

Bidder(s) must:

- 9.5.3.1 Describe of how electronic, as well as paper-based, confidential client information, will be stored and maintained;
- 9.5.3.2 A detailed description of how to efficiently and effectively administrative process / procedure for audit purposes and for managing all employees; and
- 9.5.3.3 Describe how records are retained and destructed during and after the contract expiry date in line with the legislation.

9.5.4 Reference

Provide reference letters from at least three (3) contactable clients, to whom similar services have been provided to in the past five (5) years. The reference letters must include company name, contact person name and designation, phone number, email address, duration of the contract, a brief description of the services rendered as well as the level of satisfaction with the service rendered.

The identified reference should complete Annexure A5 and authenticate it with a company stamp or transfer the information onto their companies' letterhead.

Please note: SARS may contact the clients for a reference check. It is therefore important to ensure that the clients listed on the schedule are contactable.

9.6 DOCUMENTATION REQUIRED

Bidders are required to submit all the required information for each category they are tendering for as outlined in paragraphs 9.3 and 9.5. Each category will be evaluated independent of each other, and it is therefore important that bidders submit all the required information separately should they be submitting proposals for one (1) or both categories.

Bidders must refer to the following Annexures in their response to the documentation required for each category:

- Annexure A1: Technical Evaluation Scorecard for Category A – Employee Assistance Programme.
- Annexure A2: Technical Evaluation Scorecard for Category B – Executive Wellness Programme.

9.7 PRICING METHODOLOGY FOR CATEGORY A

Bidders are required to carefully read the notes below prior to completing Annexure B1 –Pricing template for Category A:

- 9.7.1 Bidders are required to provide a price proposal with reference to paragraph 9.2 of the main RFP document.
- 9.7.2 All quoted amounts MUST be all inclusive. This means, all direct and indirect related costs must be included in the flat fee. No additional costs will be considered post award.
- 9.7.3 Bidders must NOT make any changes to the template; any changes to the template may result in bidders proposal regarded as non-responsive.
- 9.7.4 Bidders are advised to note that the current SARS headcount is 12 511 and this exclude family and household members.
- 9.7.5 Utilisation of the Employee Assistance Programme is estimated at 68% over the past 3 years which includes extended family members of SARS employees and the total number of interactions recorded with the call centre has been between 9350 to 10 500 in the past 3 years. This information is an indicative only to assist bidders in proposing comparative pricing and SARS does not commit any volumes.
- 9.7.6 Bidders must populate only the grey shaded cells.
- 9.7.7 Bidder must propose annual escalation which is aligned to CPI.

10. INSTRUCTIONS TO SERVICE PROVIDER(S)

10.1. Registration on Central Supplier Database

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are expected to abide by the following provisions. CSD can be accessed via the following link: <https://secure.csd.gov.za/>

Service Provider(s) who wish to render services to SARS will no longer register at SARS directly. Service Providers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No. 4A of 2016/2017 – 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.

- 10.2. Bids must be properly packaged and deposited in the below mentioned tender box on or before Closing Date and time at the SARS Tender Office situated at:

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

- 10.3. Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.
- 10.4. 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.
- 10.5. Late bids will not be accepted and shall be returned to Service Provider(s).
- 10.6. The Service Provider(s) are required to submit one (1) copy of each file (original and duplicate) and one (1) USB with the contents of each file by the Closing Date and time.
- 10.7. Each file and USB must be **marked correctly and sealed separately** for ease of reference during the evaluation process. Pricing information should not be included in the Technical file. Furthermore, the file and information in the USB must be labelled and submitted in the following format:

CATEGORY A – Employee Assistance Programme	
FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents) • Proof of Central Supplier Database (CSD) Registration Report (preferably the CSD report in PDF format) from National Treasury 	Exhibit 2 <ul style="list-style-type: none"> • Mandatory Document as per Table 11B • Service Provider Compliance Checklist for the Technical Evaluation • Response to Technical Requirements as per paragraph 9.3 of the RFP document. • Supporting documents for the technical responses as per paragraph 9.3 of the RFP document.
Exhibit 3 <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Master Services Agreement 	
FILE 2 (PRICE, BEE & FINANCIAL STATEMENTS)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate • SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule – Annexure B1
Exhibit 3 Three (3) years audited/reviewed financial statements	
Note: SARS requests that Bidders use Lever Arch files to package their proposals.	

CATEGORY B – Employee Wellness Programme	
FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents) • Proof of Central Supplier Database (CSD) Registration Report (preferably the CSD report in PDF format) from National Treasury 	Exhibit 2 <ul style="list-style-type: none"> • Service Provider Compliance Checklist for the Technical Evaluation • Response to Technical Requirements as per paragraph Error! Reference source not found. of the RFP document. • Supporting documents for the technical responses as per paragraph 9.5 of the RFP document.
Exhibit 3	

CATEGORY B – Employee Wellness Programme	
FILE 1 (ONLY TECHNICAL PROPOSAL)	
<ul style="list-style-type: none"> General Conditions of Contract (GCC) Draft Master Services Agreement 	
FILE 2 (PRICE, BEE & FINANCIAL STATEMENTS)	
Exhibit 1 <ul style="list-style-type: none"> B-BBEE Certificate SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule – Annexure B2
Exhibit 3 Three (3) years audited/reviewed financial statements	
Note: SARS requests that Bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

Bidders that complied with the Mandatory Requirements shall be evaluated and selected based on set minimum standards (Gates) that SARS set out below. The minimum standards consist of the following Gates:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all Standard Bidding Documents as outlined in paragraph 11.1.
- **Pre-technical (Mandatory) Criteria (Gate 1)** – The proposed resource(s) must meet the mandatory requirements in each role as outlined in paragraph 11.2.
- **Technical Evaluation Criteria (Gate 2)** – Bidder(s) will be evaluated out of hundred (100) points during Technical Evaluations, the minimum threshold of seventy percent (70%) must be achieved. The process is outlined in paragraph 11.3.
- **Price and B-BBEE Evaluation (Gate 3)** – Bidder(s) that have been shortlisted in Gate 2, will be evaluated out of one hundred (100) points. Price will be evaluated out of eighty (80) points and B-BBEE out of twenty (20) points. The process is outlined in paragraph 11.4.

11.1 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 11A** 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 11A: Documents that must be submitted for Pre-Qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Central Registration Report (Central Database System) from National Treasury	YES – Service Providers must register on Central Database System and submit the report as confirmation of registration.
Tax Compliance status pin	YES – Submit Tax Compliance status pin.
SARS' s Oath / Affirmation of Secrecy	YES – Complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Invitation to Bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Pricing Schedule	YES – Submit full details of the pricing proposal to SARS in Annexure B1& B2.
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 B-BBEE.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
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.
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A3& A4)	NO – Complete to assist with ease of reference during evaluation.
A complete set of audited/reviewed annual financial statements for three (3) most recent	YES – Please submit.

Name of the document that must be submitted	Non-submission may result in disqualification
financial periods in the name of the bidding entity	

11.2 MANDATORY REQUIREMENT - PRE-TECHNICAL (GATE 1)

Only bidders that have met the pre-qualification requirements (Gate 0) will be evaluated for Mandatory Requirements (Gate 1). Below is the list of mandatory requirements for this tender. **Non-compliance** with the below requirements **will result in immediate disqualification of the Bidder's submission** from the tender process.

Table 11B: Mandatory Requirements

Mandatory Requirement	Non-submission WILL result in disqualification
Minimum B-BBEE status level 3	YES – Submit a valid B-BBEE status level verification certificate or sworn affidavit (whichever applicable according to SBD 6.1) with minimum B-BBEE status level 3.

**SARS will verify the validity of the above information with the respective accreditation bodies.*

The Bidders must meet the mandatory requirements as stated in paragraph **Error! Reference source not found.** to proceed to Gate 2.

11.3 TECHNICAL EVALUATION (GATE 2)

Only bidder(s) that have met the Mandatory Requirements in Gate 1 will be evaluated in Gate 1 for functionality. Functionality for each category will be evaluated as follows:

- 11.3.1 Desktop Technical Evaluation – All Bidder(s) will be evaluated out of 70 points during desktop Evaluation.
- 11.3.2 The presentation – All the Bidder(s) will be invited and will be evaluated out of 30 points.
- 11.3.3 The overall combined score must be equal or above 70 points in order to proceed to Gate 3 for Price and BEE evaluations.

Only Bidders that have obtained a minimum threshold of 70 out of 100 points will proceed to Gate3: Price and B-BBBEE evaluations.

The table below illustrates the summary for the technical evaluation.

Table 11C: Breakdown for Technical Evaluation points

Category	Functionality	Maximum points achievable	Minimum Threshold
Category A	Desktop Technical Evaluation Details found in Annexure A1 – Category A Technical Scorecard	70	N/A
	Presentation	30	n/a
	OVERALL COMBINED POINTS	100	70
Category B	Desktop Technical Evaluation Details found in Annexure A2 – Category B Technical Scorecard	70	N/A
	Presentation	30	N/A
	OVERALL COMBINED POINTS	100	70

Refer to **Annexure A1 and A2** for detailed Technical Evaluation Criteria

11.4 PRICE AND B-BBEE EVALUATION (GATE 3) (80 + 20) = 100 POINTS

11.4.1 Stage 1 – Price Evaluation (80 points)

Table 11D: Price evaluation formula

Adjudication Criteria	Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

Where

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

11.4.2 Stage 2 – B-BBEE Evaluation (20 points)

Bid Evaluation Process Gate 2: B-BBEE EVALUATION

B-BBEE points may be allocated to Bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate.

Table 11E: B-BBEE points allocation and required documents

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1) and a B-BBEE Certificate.	20

The checklist below indicates the B-BBEE documents that must be submitted for this tender.

Failure to submit the required documents will result in scoring zero for B-BBEE.

Table 11F: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit (Preferably a Department of Trade and Industry [DTI] Affidavit) or a Certificate from the Companies and Intellectual Property Commission (CIPC) or a B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.
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 sworn affidavit (Preferably a DTI Affidavit). This is only applicable to QSEs with 51% Black Ownership and above.

Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.
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Failure on the part of a Bidder to submit a B-BBEE Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Certificate from the Companies and Intellectual Property Commission (CIPC) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Use and acceptance of Affidavits

Please note that sworn affidavits must be signed by the Bidder's representative and attested to by a Commissioner of Oaths.

SARS reserves the right to request that Bidders submit their Black ownership and turnover information in support of their Affidavits.

Joint Ventures and Consortiums

A trust, consortium or joint venture (including unincorporated consortia and joint ventures), will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level Verification Certificate scorecard and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

a. 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 tender.

b. Subcontracting

Bidders who want to claim preference points will have to comply fully with regulations 12(1) and (3) of the Preferential Procurement Regulations, 2017 with regard to subcontracting:

Regulation 12(1)

A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.

Regulation 12(3)

A person awarded a contract may not subcontract 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 of contributor than the person concerned, unless the contract is subcontracted to an Exempted Micro Enterprise that has the capability and ability to execute the subcontract.

Proof of Existence: Joint Ventures and/or Sub-Contracting

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.

12. FINANCIAL STATEMENTS

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

- The annual financial statements must contain:
 - Statement of Financial Performance;
 - Statement of Financial Position;
 - Cash Flow Statement ; and
 - Notes to the Financial Statements.
- Entities which are trading for less than three (3) financial periods should provide:
 - A letter detailing that 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.
- 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.
- In the event of the bid being in the form of a JV, the following is required:
 - Annual financial statements of the JV; and

- A 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 of a bidder at a later stage.

13. AGREEMENTS

13.1 GENERAL CONDITIONS OF CONTRACT

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

- 13.1.1 such Bidder as a minimum accepting the terms and conditions set out in the General Conditions of Contract (GCC), which forms part of this tender pack.
- 13.1.2 such Bidder accepting all terms and conditions applicable to the provision of legal services as set out in this RFP document.
- 13.1.3 such Bidder accepting that SARS reserves the right to vary the aforesaid terms and conditions during the course of the contract negotiations with a successful Bidder (including for purposes of better giving effect to the objectives of this bid) and further that pending the conclusion and signing of the Master Services Agreement, the successful bidder will be bound by the terms and conditions of the SARS General Conditions of Contract.

13.2 MASTER SERVICES AGREEMENT

- 13.2.1 The draft Master Services Agreement constitutes the specialised terms and conditions upon which SARS is prepared to contractually engage the prospective Bidder(s) to render the services under this bid.
- 13.2.2 Bidders are requested to indicate their acceptance of the terms and conditions set out in the draft Master Services Agreement.

13.3 INSURANCE

The Successful Bidder will be required, on or before the effective date of the Services Agreement and for the duration thereof, 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.

13.4 LIABILITY

- 13.4.1 The Successful Bidder / Service Provider shall be liable to SARS for any direct damages incurred by SARS due to failure by the Service Provider to perform its obligations in the manner required by the Master Services Agreement between the Parties.
- 13.4.2 The Successful Bidder / Service Provider shall further be liable to SARS for all indirect and consequential or special damages and/or Losses, (including legal costs) suffered by SARS because of gross negligence, wilful misconduct, a breach of confidentiality provisions stipulated in the signed Services Agreement between the Parties, infringement of a third party's intellectual property rights, or a criminal act committed by the Service Provider or any Key Personnel of the Service Provider.

14. SPECIAL CONDITIONS OF THIS BID

14.1 SARS reserves the right:

- 14.1.1 Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 14.1.2 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);
- 14.1.3 To accept part of a Bid rather than the whole Bid;
- 14.1.4 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;
- 14.1.5 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; and/or
- 14.1.6 To disqualify a Bidder whose bid contains a misrepresentation, which is materially incorrect or misleading.

14.2 SARS requires Bidder(s) to declare

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

Confirm that the Bidder(s) is to:

- 14.2.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
- 14.2.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;
- 14.2.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 14.2.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 14.2.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 14.2.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 14.2.7 Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 14.2.8 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.

14.3 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"):

- 14.3.1 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;
- 14.3.2 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;
- 14.3.3 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;
- 14.3.4 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;
- 14.3.5 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;

14.3.6 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;

14.3.7 Has in the past engaged in any matter referred to above; or

14.3.8 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.

14.4 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.

14.5 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 Master Services Agreement between SARS and the Bidder for the provision of the Service in question.

14.6 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 Bidders in the preparation of their response to this Bid.

14.7 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.

14.8 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.

14.9 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.

14.10 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. 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.

14.11 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.

14.12 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 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.

14.13 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 11.4.2 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.

14.14 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 Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS' examination and evaluation of a Tender.

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.

14.15 INTELLECTUAL PROPERTY

SARS retains ownership of all Intellectual Property rights in the tender information documents that form part of this RFP. Bidders will retain the Intellectual Property rights in their tender responses, but grant SARS the right to make copies of, alter, modify or adapt their responses, or to do anything which in its sole discretion is necessary to do for reasons relating to the RFP process.

14.16 SARS PROPRIETARY INFORMATION

A Bidder must make a declaration on their Bid covering letter that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

14.17 SCREENING AND VETTING OF SERVICE PROVIDER

Acceptance of this tender is subject to the condition that both the Successful Bidder 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 Successful Bidder concerned. If the Successful Bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

- 15. ANNEXURE A1 – CATEGORY A TECHNICAL EVALUATION CRITERIA**
- 16. ANNEXURE A2 – CATEGORY B TECHNICAL EVALUATION CRITERIA**
- 17. ANNEXURE A3 – TECHNICAL COMPLIANCE CHECKLIST**
- 18. ANNEXURE A4 – CATEGORY A - CUSTOMER SATISFICATION**
- 19. ANNEXURE A5 – CATEGORY B - CUSTOMER SATISFICATION**
- 20. ANNEXURE B1 – CATEGORY A- PRICING SCHEDULE**
- 21. ANNEXURE B2 – CATEGORY B- PRICING SCHEDULE**
- 22. ANNEXURE C1 – REGIONAL SPLIT AND LANGUAGES**
- 23. ANNEXURE C2 – MAJOR TOWNS**
- 24. ANNEXURE D1 – FACILITIES**
- 25. ANNEXURE D2 – NATIONAL FOOTPRINT**