

REQUEST FOR PROPOSALS

DESCRIPTION:

**APPOINTMENT OF A CHAIRPERSON FOR THE SARS NATIONAL
BARGAINING FORUM**

DATE ISSUED: 16 FEBRUARY 2018

CLOSING DATE: 12 MARCH 2018

TENDER BOX:

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

TABLE OF CONTENTS

1.	INTRODUCTION	3
2.	OVERVIEW OF SARS	3
3.	PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)	4
4.	LEGISLATION	4
5.	BRIEFING SESSION	5
6.	DURATION OF CONTRACT	5
7.	TIMELINE OF THE BID PROCESS	5
8.	CONTACT	6
9.	SCOPE OF WORK	6
10.	INSTRUCTIONS TO BIDDER(S)	10
11.	EVALUATION AND SELECTION CRITERIA	12
12.	AGREEMENTS	17
13.	TECHNICAL EVALUATION CRITERIA	22
14.	ANNEXURE A2 – COMPLIANCE CHECKLIST FOR THE TECHNICAL EVALUATION	24
15.	ANNEXURE B - PRICING SCHEDULE	24

1. INTRODUCTION

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

2. OVERVIEW OF SARS

Our Mandate

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

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

Our Vision

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

Our Mission

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

Our Values

- Fairness;
- Integrity;
- Trust;
- Honesty;
- Accountability;
- Respect; and
- Transparency.

Our Core Outcomes

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

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential sole proprietors, independent contractors or firms, herewith referred to as bidder(s) with a **minimum BBBEE status level 3** for the appointment of a Chairperson to the SARS National Bargaining Forum (NBF).

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. LEGISLATION

4.1. TAX LEGISLATION

Bidder(s) must be compliant when submitting a bid to SARS and remain compliant for the entire contract term with all applicable tax legislation, 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); Preferential Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3. TECHNICAL LEGISLATIONS AND/OR STANDARDS

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

5. BRIEFING SESSION

There will be no briefing session.

6. DURATION OF CONTRACT

The successful bidder will be appointed for a period of thirty-six (36) months.

7. TIMELINE OF THE BID PROCESS

The **period of validity** of the tender and the 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 the Government Tender Bulletin	16 February 2018
Advertisement on eTender portal	16 February 2018
Distribution of bid documents on SARS website	19 February 2018
Questions relating to the bid from bidder(s)	07 March 2018
Bid closing date	12 March 2018 at 11h00
Notice to bidder(s)*	* April/May 2018

*Dates subject to change

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

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

8. CONTACT

A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc rf-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send them to the above email addresses.

9. SCOPE OF WORK

9.1. BACKGROUND

SARS requires the services of a competent chairperson with a minimum of seven (7) years' experience, which must have sound knowledge and experience of labour legislation, labour relations and application of disputes resolution mechanism through mediation and conciliation.

The appointment of the Chairperson to the SARS National Bargaining Forum (NBF) and sub-structures is governed by the constitution of the NBF which is a collective agreement entered into between SARS and the recognized trade unions namely, Public Servants Association of South Africa (PSA) and National Health and Allied Workers Union (NEHAWU) in 2012.

The Chairperson plays a critical and pivotal role in maintaining sound and conducive relationships between SARS and its recognized trade unions whilst dealing with employment issues and issues of mutual interest.

9.2. APPOINTMENT TERM AND AVAILABILITY OF CHAIRPERSON

9.2.1. The term of appointment is thirty-six months (36) months.

9.2.2. In the event the Chairperson becomes unavailable to render the services at any time during the term of appointment, the bidder must seek the written consent of SARS to substitute the Chairperson with another person with a substantially similar level of education, skills and experience.

9.2.3. SARS therefore reserves the right to cancel the Agreement if, for any reason the Chairperson becomes unavailable to fulfil his/her obligations.

9.3. SERVICES

The scope of work may include but is not limited to the following:

9.3.1. The powers and functioning of the Chairperson

- 9.3.1.1. Presiding over and conducting all meetings of the National Bargaining and National Consultative Forums, including sub-forums, multilateral meetings, regional forums and according to proper meeting procedures;
- 9.3.1.2. Facilitating the effective functioning of the NBF and National Consultative Forum (NCF), including sub-forums and the implementation of procedures set out in the Constitution of the National Bargaining Forum;
- 9.3.1.3. Facilitating engagements and negotiations at the NBF by promoting consensus and conclusion of collective agreements;
- 9.3.1.4. Facilitating consultations and discussions at the NCF and promoting consensus between the parties;
- 9.3.1.5. Facilitating the promotion of enhanced relationships between the parties to the National Forums;
- 9.3.1.6. Approving and signing off the minutes of meetings after approval thereof by the National Forums;
- 9.3.1.7. Drawing up an annual report of activities of the National Forums for submission to the parties by after the end of the financial year; and
- 9.3.1.8. Performing such duties as may be requested of him/her by the parties.

9.3.2. Projected number of sessions, engagements and meetings

The table below shows the projected number of hours and days of contact sessions, engagements and meetings over the duration of the contract. Bidders must note that the information in **Table 9A** is based on past experience as services are acquired on “as and when required”, and “time and material” basis.

Table 9A: Indicative number of sessions

Description of services	FY2018/19	FY2019/20	FY2020/21	Total Days / Hours
NBF sessions (1 day per month)	12	12	12	36 days
NCF sessions (1 day per month)	12	12	12	36 days
Special NBF/NCF sessions and Wage negotiations	6	26	6	38 days
Bilateral / Special sessions (1 per month)	6	6	6	18 days

Meetings / consultations (2 times per month for 3 hours)	144	108	144	396 hours
Relationship By Objectives (RBO) / Dispute facilitations (6 times for 2 days per event)	12	12	14	38 days
Regional Forums (1 per region per year)	9	0	0	9 days
Task Teams Facilitation (4 times for 5 hours in a day per year)	20	0	20	40 hours

9.3.3. Turnaround times

The successful bidder must comply with the turnaround times, as indicated below:

Table 9B: Turnaround times

Description	Frequency	Due
Signing of minutes in line with paragraph 6.1(e) of the NBF Constitution.	As per schedule in Table 9A, where applicable.	Three (3) business days.
Drawing up annual reports in line with paragraph 6.1(f) of the NBF Constitution.	As per schedule in Table 9A, where applicable.	Thirty (30) calendar days after SARS financial year end (31 March).
Dispute Resolution	As and when disputes are declared.	In terms of paragraph 9 of the NBF Constitution.
Outcomes or decisions from forums.	As and when required.	As per the NBF Constitution.

9.3.4. Document Management and record keeping

9.3.4.1. The successful bidder will be required implement and maintain appropriate information security safeguards to avoid any unauthorized disclosure of:

- personal information, as defined in the Protection of Personal Information Act, 2013 (Act No. 4

of 2013); and

- SARS confidential information to a person who is not a SARS official, or to a SARS official who is not authorised to have access to the information.

9.3.4.2. Ensure the physical security of SARS records at all times.

9.4. BIDDERS' RESPONSES / DOCUMENTATION REQUIRED

Bidders are required to submit a detailed response to the information in this paragraph:

9.4.1. Company Profile

- A company profile detailing structure, service offering and infrastructure to render the services;
- Demonstrate how the bidder(s) will provide an alternative Chairperson in the event that the appointed Chairperson is not available at any time during the term of the Agreement; and
- Full contact details of the key contact person or Account Manager.

9.4.2. Document Management and record keeping

Bidder(s) must provide a short description of tools and systems in place to ensure the electronic, as well as paper-based, confidential information will be stored and maintained.

9.4.3. Chairperson profile and qualifications

Provide a detailed proposal of the recommended Chairperson to SARS. The information must include but not be limited to:

- Profile;
- Certified Identity Document;
- Academic qualifications;
- Professional membership; and
- Employment history with relevant experience to the scope of work as outlined in paragraph 9 above.

Note: SARS reserves the right to validate and verify the accuracy of the information provided.

9.4.4. Chairperson Experience

Provide a schedule of the bidder's experience and proven track record over the past seven (7) years, in

chairing across various structures or levels including but not limited to: National Bargaining Forums, bargaining council, mediation, conciliation and presiding over disputes between organized labour and employers.

The schedule must include the following information for each client:

- Client name;
- For each, provide negotiation / bargaining strategy and planning;
- For each, provide applicable legislation;
- For each, provide top 3 key issues (challenges);
- Resolutions; and
- Lessons learned.

Note: SARS reserves the right to validate and verify the accuracy of the information provided.

9.4.5. Testimonials

Bidders are required to provide testimonials of three (3) most recent clients that are listed in paragraph 9.4.4.

Each testimonial must include but not be limited to:

- Client name;
- Contact person, phone number, company business address;
- Industry;
- Size of labour force; and
- Quality of service.

10. INSTRUCTIONS TO BIDDER(S)

10.1. Central Supplier Database (CSD) registration

Service providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Treasury Circular No. 4A of 2016/17 – 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 the closing date and time at the SARS Tender Office situated at:
Ground Floor - Linton House
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 bidder(s).
- 10.6. The bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) CD-ROM with the contents of each file by the closing date and time.
- 10.7. Each file and CD-ROM 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 CD-ROM must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> Bidder Compliance Checklist for the Technical Evaluation (Annexure A2) Response to Technical Requirements Supporting documents for the technical responses
Exhibit 3 <ul style="list-style-type: none"> Bidder's profile Supplementary information 	Exhibit 4 <ul style="list-style-type: none"> General Conditions of Contract (GCC) Draft Services Agreement
FILE 2 (ONLY PRICE AND B-BBEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> B-BBEE Certificate 	Exhibit 2 <ul style="list-style-type: none"> Pricing Schedule

FILE 1 (ONLY TECHNICAL PROPOSAL)	
• SBD 6.1	
Please note: SARS request that bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

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

The minimum standards consist of the following:

- Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all documents, as outlined in paragraph 11.1.
- Technical Evaluation Criteria (Gate 1)** – Bidder(s) will be evaluated out of 100 points for functionality. This process is outlined in paragraph 11.2.
- Price and B-BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 points and B-BBEE out of 20 points.

11.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS's other critical requirements for this bid, a bidder(s) must submit the documents listed in **Table 11A** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). A bidder's proposal may be disqualified for non-submission of any of the 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
Invitation to Bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Tax Compliance status pin	YES – Submit Tax Compliance status pin.
Central Registration Report (Central Database System) from National Treasury	YES – South African service providers must register on the Central Database System and submit the

Name of the document that must be submitted	Non-submission may result in disqualification
	Report as confirmation of registration.
Pricing Schedule – SBD 3.3	YES – Complete and sign the supplied pro forma document.
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 for B-BBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES – Complete and sign the supplied pro forma document.
Pricing Schedule	YES – Submit full details of the pricing proposal to SARS in Annexure B .
General Conditions of Contract (GCC)	YES – Sign the supplied GCC form.
SARS's Oath of Secrecy	YES – Complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
Bidder Compliance Checklist for Technical Evaluation	YES – Complete the checklist and sign.

Table 11B: Mandatory Requirements

Mandatory Requirements	Non-compliance with stated B-BBEE status level
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 a minimum B-BBEE status level 3, as per paragraph 11.3.2.

Notes: Failure to submit a valid B-BBEE certificate or sworn affidavit with the minimum B-BBEE status will render bidder's submission as **non-responsive**.

11.2. TECHNICAL EVALUATION (GATE 1) = 100 POINTS

The 100 points for technical evaluations is based on a consolidation of scores for the Desktop Evaluation (i.e.

bid responses) and Presentations. Bidders will then be ranked based on the points achieved and only the top three (3) will proceed to Gate 2.

11.3. PRICE AND B-BBEE EVALUATION (GATE 2) (80 + 20) = 100 POINTS

11.3.1. Stage 1 – Price Evaluation (80 points)

Table 11C: 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; and

P_{\min} = Price of lowest acceptable bid

11.3.2. Stage 2 – B-BBEE Evaluation (20 points)

Table 11D: BEE 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 bid. Failure to submit the required documents will result in bidder(s) scoring zero (0) for B-BBEE.

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit or certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA

		(must have been issued before 1 January 2017).
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	A sworn affidavit or a certificate from CIPC or a certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a registered Auditor approved by IRBA (must have been issued before 1 January 2017).
Large Enterprise (LE)	Above R50 million p.a.	A certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA (must have been issued before 1 January 2017).

Failure of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in the 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.

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

Use and acceptance of Sworn 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 proof of their black ownership and turnover information, in support of their sworn affidavits.

Joint Ventures (JVs) and Consortiums

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) will qualify for points for their B-BBEE status level, provided that the entity submits their consolidated B-BBEE Status Level Verification Certificate / scorecard and that such consolidated B-BBEE certificate / scorecard is prepared for

every separate bid.

Tertiary Institutions and Public Entities

Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

Pre-qualification criteria

In line with the Governments objectives for the advancement of SMMEs and certain designated groups, a Pre-qualification Criteria is being introduced for preferential procurement.

- The Pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:
 - a) A tenderer having a stipulated minimum B-BBEE status level of contributor.
 - b) An EME or QSE.
 - c) A tenderer subcontracting a minimum of 30% to-
 - i. An EME or QSE which is at least 51% owned by black people;
 - ii. An EME or QSE which is at least 51% owned by black people who are youth;
 - iii. An EME or QSE which is at least 51% owned by black people who are women;
 - iv. An EME or QSE which is at least 51% owned by black people with disabilities;
 - v. An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - vi. A cooperative which is at least 51% owned by black people;
 - vii. An EME or QSE which is at least 51% owned by black people who are military veterans;
 - viii. An EME or QSE.

A tender that fails to meet any pre-qualifying criteria stipulated in these tender documents is an unacceptable tender.

Subcontracting

Bidders, who wish to subcontract a portion of the services, must fully comply with regulation 12 of the PPPFA Act with regard to subcontracting.

- **Regulation 12 – Subcontracting after award of tender**

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (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 EME that has the capability and ability to execute the subcontract.

- **Proof of Existence: Joint Ventures and/or Subcontracting**

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

The joint venture and/or subcontracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or subcontracting 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 subcontracting arrangement.

11.3.3. **Stage 3 (80 + 20 = 100 points)**

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

12. **AGREEMENTS**

12.1 **GENERAL CONDITIONS OF CONTRACT**

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

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

12.2 SERVICES AGREEMENT

- a. 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.
- b. 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 in paragraph 2 above).
- c. Bidders are requested to:
 - Comment on the terms and conditions set out in the draft Services Agreement and where necessary, make proposals to the terms and conditions; and
 - Each comment and/or amendment must be explained.
- d. 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.
- e. The successful bidder will be required, on or before the effective date of the Services Agreement and for the duration of the Agreement, to have and maintain in force insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation, professional indemnity insurance cover.

12.3 SPECIAL CONDITIONS OF THIS BID

SARS reserves the right:

- a. Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid.
- b. 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).
- c. To follow a two-stage bidding procedure, when it may have been undesirable or impractical to prepare complete detailed technical specifications in advance. Only the shortlisted bidder(s) may be invited to participate in the second stage of the process.
- d. To accept part of a bid rather than the whole bid.
- e. 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.
- f. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid.
- g. To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

12.4 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- a. 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;
- b. 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;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- d. 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;
- e. 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;
- f. 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;
- g. has in the past engaged in any matter referred to above; or
- h. 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.

12.5 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by SARS against the bidder, notwithstanding the conclusion of the Services Agreement between SARS and the bidder



for the provision of the services in question.

12.6 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.

12.7 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.

12.8 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.

12.9 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.

12.10 TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award. 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.

12.11 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 has 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.

12.12 GOVERNING LAW

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

12.13 RESPONSIBILITY FOR SUBCONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its subcontractors (if any) and personnel of its subcontractors comply with all terms and conditions of this bid and in particular the provisions of paragraph 11.3.2 above. In the event that SARS allows a bidder to make use of subcontractors, such subcontractors 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 subcontractors.

12.14 CONFIDENTIALITY

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

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

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

and civil action.

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

12.15 SARS PROPRIETARY INFORMATION

A bidder will make a declaration on its 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.

12.16 SCREENING AND VETTING OF SERVICE PROVIDER

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

13. TECHNICAL EVALUATION CRITERIA

ANNEXURE A1 – TECHNICAL EVALUATION SCORECARD – 100

TABLE 13A: DESKTOP EVALUATION

No.	Technical Evaluation Criterion	Weight (70)	RFP Doc. Reference
13.1	Company Profile	10	
13.1.1	A company profile detailing structure, service offering and infrastructure to render the services.	5	Refer to paragraph 9.4.1.
13.1.2	Demonstrate how the bidder will ensure that it provides an alternative Chairperson in the event that the appointed Chairperson is not available at any time during the term of the Agreement.	4	
13.2.3	Full contact details of the key contact person / Account Manager.	1	
13.2	Document Management and record keeping	10	

No.	Technical Evaluation Criterion	Weight (70)	RFP Doc. Reference
13.2.1	Bidder(s) must provide a short description of tools and systems in place to ensure the electronic, as well as paper-based, confidential information will be stored and maintained.	10	Refer to paragraph 9.4.2
13.3	Chairperson profile and qualifications	20	
13.3.1	<p>Provide a detailed proposal of the recommended Chairperson to SARS. The information must include but not be limited to:</p> <ul style="list-style-type: none"> • Profile; • Certified Identity Document; • Academic qualifications; • Professional qualifications; and • Employment history with relevant experience to the scope of work as outlined in paragraph 9. 	20	Refer to paragraph 9.4.3
13.4	Chairperson Experience	20	
13.4.1	<p>Provide a schedule of the bidder's experience and proven track record over the past seven (7) years, in chairing across various structures / levels including but not limited to National Bargaining Forums, mediation, conciliation and presiding over disputes between organized labour and employer.</p> <p>The schedule must include for each client the following information:</p> <ul style="list-style-type: none"> • Client name; • For each, provide negotiation / bargaining strategy and planning; • For each, provide applicable legislation; • For each provide top 3 key issues (challenges); • Resolutions; and • Lessons learned. 	20	Refer to paragraph 9.4.4
13.5	Testimonials	10	
13.5.1	Bidders are required to provide testimonials of three (3) most recent clients that are listed in paragraph 9.4.4. Each testimonial must include but not be limited to:	10	Refer to paragraph 9.4.5

No.	Technical Evaluation Criterion	Weight (70)	RFP Doc. Reference
	<ul style="list-style-type: none"> Client name; Contact person, phone number, company business address; Industry; Size of labour force; and Quality of service. 		

TABLE 13B: PRESENTATION / CASE BASED SENARIO

13.6	Presentation / Case Based Scenario	Weight (30)	
13.6.1	<p>The proposed Chairperson will be presented with a case based scenario to present to the duly constituted panel.</p> <p>The panel will also use this session to seek clarity on the bidder's responses to the Desktop Evaluation.</p>	30	

14. ANNEXURE A2 – COMPLIANCE CHECKLIST FOR THE TECHNICAL EVALUATION

15. ANNEXURE B - PRICING SCHEDULE