

REFERENCE: RFP 26/2019

REQUEST FOR PROPOSAL

DESCRIPTION:

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF HEALTH
RISK MANAGEMENT SERVICES

DATE ISSUED: 29 NOVEMBER 2019

CLOSING DATE: 08 JANUARY 2020, 11H00

TENDER BOX:

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

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1. INTRODUCTION

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

2. OVERVIEW OF SARS

Our Mandate

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

- Collect all revenues due;
- Ensure maximum compliance with tax and customs legislation; and
- Provide a customs and excise service that will facilitate legitimate trade as well as protect our borders.

Our Vision

To administer our Tax, Customs and Excise duties in a manner that encourages fiscal citizenship and increased revenue for the state.

Our Mission

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

Our Values

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

Our Core Outcomes

- Increased Customs and Excise Compliance
- Increased Tax Compliance
- Increased ease and fairness of doing business with SARS
- Increased cost effectiveness and internal efficiencies
- Increased public trust and credibility.

3. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential service providers herewith referred to as “Bidders” with a minimum **BBBEE level 3 statuses** for the provision of Health Risk Management (HRM) services to SARS. The services will be provided as-and-when required.

The RFP incorporates, as far as possible, the tasks and responsibilities of the Successful Bidder.

4. LEGISLATIVE FRAMEWORK OF THE BID

4.1. TAX LEGISLATION

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

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 Preferential Procurement Regulations, 2017 as well as the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

4.3. TECHNICAL LEGISLATION AND/OR STANDARDS

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

5. BRIEFING SESSION

A non-compulsory briefing session will be held at Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, to clarify to Bidder(s) the scope and extent of work to be executed. Bidders must refer to Table 7A of the RFP document for the date and time of the briefing session.

6. DURATION OF CONTRACT

The Successful Bidder will be appointed for a period of forty-eight (48) months.

7. TIMELINE OF THE BID PROCESS

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

The project timeframes of this Bid are set out below:

Table 7A: Project timeframes

Activity	Date Due
Advertisement of the bid in the: - Government Tender Bulletin; SARS website; and - National Treasury Tender Portal.	29 November 2019
Date of issue RFP	29 November 2019
Non – Compulsory Briefing Session	06 December 2019, 12h00
Questions relating to RFP from Bidder(s)	29 November 2019 – 13 December 2019
Closing Date	08 January 2020, 11h00
Notice to bidders	February/March 2020*

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 reduce all telephonic enquiries to writing and send same to the above email addresses.

9. SCOPE OF WORK / REQUIREMENTS

9.1. BACKGROUND

Currently SARS has separate approaches for the adjudication of Extended Sick Leave (ESL) and Incapacity leave cases (Temporary and permanent disability leave, Ill-health retirement). The purpose of this Bid is to integrate the approaches into one Health Risk Management services.

Over a period of three (3) years between 866 to 1336 cases of employees suffered from consistent medical conditions which are impacting on health in the medium or long term (chronic diseases, seriously injured or severely ill employees).

The table below reflects the head count of SARS in the different regions as illustrated below:

Table 9A: SARS Head Count per Region

Regions	Head Count
Eastern Cape	681
Free State	528
Gauteng Central	1169
Gauteng North	1435
Gauteng South	1638
Head Office (Pretoria)	2554
Kwa-Zulu Natal	1582
Limpopo	440
Mpumalanga	446
North West	313
Northern Cape	184
Western Cape	1606

The table below reflects the number of cases over the past three (3) years.

Table 9B: Historical Cases

Nature of Cases	Number of Cases		
	2016/2017	2017/2018	2018/2019
Extended Sick Leave (referred to as; Incapacity/disability leave)	866	1136	1336
Full Health Assessment	66	83	69
Ill-Health Retirement	7	8	12

9.2. DELIVERABLES

The Successful Bidder will be required to deliver on the services as outlined in Table 9C below.

Table 9C: Service Deliverables

	What is required	Responsibility of the Service Provider	Frequency	Response Time	Location	Output
1.	Adjudication of Extended Sick Leave and Ill health retirement applications (Temporary and permanent disability leave, Ill-health retirement)	To adjudicate/ assess all extended sick leave and ill-health retirement applications	Weekly	ESL outcome or opinion must be delivered within 10 working days	Service Provider premises	ESL outcomes with reasons and/or recommendations and a reports
2.	Full Health Risk assessment referrals for Specialist medical opinion	To assess the degree of incapacity	As and when required	An appointment with the specialist and the delivery of the report must occur within 8 weeks	Service Provider premises and or Specialists facilities	A complete integrated Health Risk Management report with medical opinion and recommendations

SARS will require the Successful Bidder to:

- 9.2.1. To assess ESL applications with reference to Medical Diagnostic Advisory Guidelines (MDA);
- 9.2.2. Provide functional ability assessments for reasonable accommodation and re-integration purposes; and
- 9.2.3. Where necessary, represent SARS at the Commission for Conciliation, Mediation and Arbitration (CCMA) or any other legal fraternity in matters relating to Health Risk Management.

9.2.4. Meetings

- The Successful Bidder will be required to:
 - Avail an Occupational Medical Practitioner and Occupational Therapist to attend SARS ESL panel meetings as and when required.

9.2.5. Reports

- The following reports are required:
 - A monthly dashboard report with month-to-month (year-to-date) stats, capturing all cases received and adjudicated;
 - Quarterly report with trend analysis and recommendations; and
 - Annual report with trend analysis and recommendations.

9.2.6. Pricing methodology

- Bidders will be paid for completed cases as per the deliverables under **Table 9C**; therefore, the bidder's administration fee should include all relevant cost;
- The service is provided on an as-an-when basis; and no retainer service will be paid;
- All pass-through costs to third parties must be excluded from the bidder's internal management/professional and related administration fee per case; and
- Bidders must provide fee for facilitation of a referral separately. All referred cases to external/independent specialist or occupational therapist will be done through consultation with SARS.

NB: Bidders are required to refer to the Pricing Schedule (**Annexure D**) for further pricing instructions and costing elements.

- 9.2.7. The Successful Bidder will be required to strictly adhere with the performance standards (Service Levels) set out in **Annexure E1** hereto failing the financial penalty indicated in each line item of **Annexure D** shall become due and payable to SARS.

9.3. Document Management

- 9.3.1. Ensure effective document management procedures, confidentiality, integrity and security of employees' personal information and medical records are maintained at all times.
- 9.3.2. Make available to SARS all documentation and procedures at any time for audit purposes.

- 9.3.3. Upon expiry or termination of the contract for any reason whatsoever, and prior to the expiry or termination date of the contract assist in the disengagement of the services and hand over all files to SARS and/or new service provider.
- 9.3.4. Relinquish all lien rights over all documentation referred in herein notwithstanding any dispute between SARS and the service provider.

9.4. Network of Specialists

The Successful Bidder will be required to arrange appointments with multidisciplinary specialists listed below within the major towns of the regions where SARS operates. The specialists must be registered with the HPCSA specifying the field of specialisation (the following list is non-exhaustive):

- Cardiologist
- Physician
- Psychiatrist
- Neurologist
- Occupational Therapist
- Rheumatologist
- Pulmonologist
- Orthopaedic Surgeon
- Oncologist
- Urologist
- Gynaecologist
- Ear Nose and Throat specialist

Bidder(s) must disclose the limitations relating to the availability of some required multidisciplinary specialists listed above within certain major towns of the regions where SARS operates.

Note:

- For the regions where there are limitations to have all multidisciplinary specialists within the major towns of each region, the bidder must provide a strategy and an alternative to mitigate the challenging factors in order to ensure delivery of service;
- The bidder should disclose within their strategy, the solution to the limitations or provide the nearest towns where the specialists will be available; and
- The bidder should also note that the solution/mitigation strategy must be in relation to excellent service delivery to SARS.

9.5. BIDDERS RESPONSES/DOCUMENTATION REQUIRED

Bidders must respond to all the information required in this section in their bid proposals. Bidders should also refer to the paragraphs 9.1, 9.2, 9.3 and 9.4, which details the technical requirements.

9.5.1. Company Profile and Resources

The Bidder(s) must provide in their response a company profile detailing:

- Organogram with the operational structure of the Health Risk Management unit stipulating the personnel's responsibilities, reporting sequence and roles of the team that will be delivering to SARS account. The organogram could be in a centralised or decentralised approach depending to the bidders Health Risk Management unit;
- Service rendered in respect of Health Risk Management and related services;
- The company years of experience in rendering Health Risk Management services; and
- The full contact details of the key contact person / Account Manager who will be assigned to SARS, including his/her role and responsibilities. Attach a CV detailing the relevant experience.

9.5.2. Capacity and Capability

The Bidder(s) must:

9.5.2.1. Describe the management of health risk assessment process flow from receipt of application to finalisation which includes the following activities:

- Receipt and screening of application;
- Adjudication and assessment; and
- Reports.

The above activities must include timelines and relevant role players.

9.5.2.2. Bidder must provide three (3) reference letters on a company letterhead where similar HRM service has been provided for the past 5 years. The reference letter should be on a Company Letterhead of a referrer (client), signed, dated and contain the following: -

- Company Name;
- Type of Service;
- Duration of the Contract;
- Contact Person; and
- Contact Details.

9.5.2.3. Provide full details by completing (**Annexure B**) a Curriculum Vitae of the Occupational Medical Practitioner who will be recommended to SARS. The CV must include:

- Years of experience and relevant competencies to the scope;
- Proof of Bachelor of Medicine and Bachelor of Surgery (MBChB) or equivalent Degree as well as a recognised Specialist Occupational Medicine or Diploma in Occupational Health or any relevant qualification(s) recognised by SAQA; and
- Proof of registration with HPCSA as an Occupational Medical Practitioner.

NB: Should the specialist be in possession of a foreign qualification(s), it must be accompanied by an evaluation certificate from the South African Qualification Authority(SAQA); and

The Curriculum Vitae must be signed by both the Bidder's authorised representative and the practitioner in order to confirm that it is accurate and complete.

9.5.2.4. Provide full details by completing (**Annexure B1**) a Curriculum Vitae of the Occupational Therapist who will be recommended to SARS. The CV must include:

- Years of experience and relevant competencies to the scope;
- Proof of Bachelor of Science degree in Occupational Therapy or any relevant qualification(s) recognised by SAQA; and
- Proof of registration with HPCSA as an Occupational Therapist.

NB: Should the specialist be in possession of a foreign qualification(s), it must be accompanied by an evaluation certificate from the South African Qualification Authority(SAQA); and

The Curriculum Vitae must be signed by both the Bidder's authorised representative and the practitioner in order to confirm that it is accurate and complete.

9.5.2.5. Bidder(s) must provide:

- A summary of the bidder's database of network of specialists across the twelve (12) regions by completing **Annexure C**;
- Proof of qualification(s);
- An evaluation certificate from the South African Qualification Authority (SAQA) if in possession of the foreign qualification(s); and
- Proof of registration with HPCSA specifying the field of specialisation.

9.5.3. Document Management

The Bidder(s) must provide:

9.5.3.4.1. A Complaints Management Process detailing the reporting, escalating, recording, and resolution of all incidents.

9.5.3.4.2. A description of how electronic, as well as paper-based, confidential client information will be stored and maintained.

10. COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist, as outlined in **Annexure A1**, in order to guide the SARS evaluators where to find the bidder's responses.

11. 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 the National Treasury Central Supplier Database (CSD) as per National Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury maintains 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.

12. INSTRUCTIONS TO BIDDER(S)

12.1. Bids must be properly packaged and deposited on or before the Closing Date and before the closing time as stipulated on the cover page in the tender box situated at the main entrance of SARS Procurement centre:

Linton House - Ground floor

Brooklyn Bridge

570 Fehrsen Street

Brooklyn

Pretoria

Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.

- 12.2. 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.
- 12.3. Late bids will not be accepted and shall be returned to Bidder(s).
- 12.4. The Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and one (1) USB with content of each file.
- 12.5. Pricing information should not be included in the technical file (File 1). Each file and information in the USB must be labelled and submitted in the following format:

Table 12A: Required documentation

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • Pre-qualification documents (SBD documents and others); • Central Supplier Database (CSD) Registration report (preferably the CSD report in PDF format) from National Treasury; • General Conditions of Contract (GCC); and • Draft Service Level Agreement. 	Exhibit 2 <ul style="list-style-type: none"> • Bidder's responses and supporting documents to paragraph 9.5 • Bidder Compliance Checklist for the Technical Evaluation (Annexure A1)
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate/Affidavit. Please refer to paragraph 13.4.2 • SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule
Note: SARS request that bidders use Lever Arch files to package their proposals.	

13. EVALUATION AND SELECTION CRITERIA

Bidders shall be evaluated and selected based on set minimum standards (Gates) that SARS sets 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 13.1.
- **Mandatory Requirements (Gate 1)** – Bidder(s) must submit proof of compliance with the mandatory requirements, as outlined in paragraph 13.2.

- **Technical Evaluation Criteria (Gate 2)** – Bidder(s) that have complied with the mandatory requirements in Gate 1, will be evaluated out of one hundred (100) points during Technical Evaluations and the minimum threshold of seventy-five (75) points must be achieved. The process is outlined in paragraph 13.3.
- **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 13.4.

13.1. 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 13A** 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.

Documents that must be submitted for Pre-Qualification

Table 13A: Pre-Qualification required documents

Name of the document that must be submitted	Non-submission may result in disqualification
Central Registration Report (Central Database System) from National Treasury	NO – Bidders must register on the Central Database System and submit the Report as confirmation of registration.
SARS' s Oath of Secrecy	YES – Bidders to 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 – Please complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – Please complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	YES – Please complete and sign the supplied pro forma document.
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.
Supplier cost and risk assessment questionnaire	YES – Complete and sign the supplied pro forma document.

Name of the document that must be submitted	Non-submission may result in disqualification
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
Financial Statements	NO – 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.

13.2. MANDATORY REQUIREMENT (GATE 1)

Only Bidder(s) that have met the pre-qualification criteria in Gate 0 will be evaluated in Gate 1 for compliance with the Mandatory Requirement stated below.

Table 13B: Mandatory Requirements

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

13.3. TECHNICAL EVALUATION CRITERIA (GATE 2) = 100 POINTS

Only Bidder(s) that have met the mandatory requirement in (Gate 1) will be evaluated in Gate 2 for functionality. Bidder(s) that achieve a minimum threshold of **75** points out of **100** points for technical evaluations will proceed to Gate 2: Price and BEE evaluations.

The table below illustrates the summary for the technical evaluation.

Table 13C: Evaluation Criteria

No.	TECHNICAL EVALUATION CRITERIA	Weight
13.3.1.	COMPANY PROFILE AND RESOURCES	
	<p>The Bidder(s) must provide in their response a company profile detailing:</p> <ul style="list-style-type: none"> Organogram with the operational structure of the Health Risk Management unit stipulating the personnel's responsibilities, reporting sequence and roles of the team that will be delivering to SARS account. The organogram 	13

No.	TECHNICAL EVALUATION CRITERIA	Weight
	<p>could be in a centralised or decentralised approach depending to the bidders Health Risk Management unit;</p> <ul style="list-style-type: none"> • Service rendered in respect of Health Risk Management and related services; • The company years of experience in rendering Health Risk Management services; and • The full contact details of the Account Manager who will be assigned to SARS, including his/her role and responsibilities. Attach a CV detailing the relevant experience and qualifications. 	
13.3.2.	CAPACITY AND CAPABILITY	
	<p>The Bidder(s) must:</p> <ul style="list-style-type: none"> • Describe the management of health risk assessment process flow from receipt of application to finalisation which includes the following activities: • Receipt and screening of application; • Adjudication and assessment; and • Reports. <p>NB: The above activities must include timelines and relevant role players.</p>	24
	<p>The Bidder(s) must:</p> <ul style="list-style-type: none"> • Provide three (3) reference letters on a company letter head Bidder must provide three (3) reference letters on a company letter head where similar HRM service has been provided for the past 5 years. The reference letter should be on a Company Letterhead of a referrer (client), signed, dated and contain the following: - ○ Company Name; ○ Type of Service; ○ Duration of the Contract; ○ Contact Person; and ○ Contact Details. 	9
	<ul style="list-style-type: none"> • Provide full details by completing (Annexure B) a Curriculum Vitae of the Occupational Medical Practitioner who will be recommended to SARS. The CV must include: <ul style="list-style-type: none"> ○ Years of experience and relevant competencies to the scope; ○ Proof of Bachelor of Medicine and Bachelor of Surgery (MBChB) or equivalent Degree as well as a recognised Specialist Occupational 	5

No.	TECHNICAL EVALUATION CRITERIA	Weight
	<p>Medicine or Diploma in Occupational Health or any relevant qualification(s) recognised by SAQA; and</p> <ul style="list-style-type: none"> ○ Proof of registration with HPCSA as an Occupational Medical Practitioner. <p>NB: Should the specialist be in possession of a foreign qualification(s), it must be accompanied by an evaluation certificate from the South African Qualification Authority(SAQA); and</p> <p>The Curriculum Vitae must be signed by both the Bidder's authorised representative and the practitioner in order to confirm that it is accurate and complete.</p>	
	<ul style="list-style-type: none"> • Provide full details by completing (Annexure B1) a Curriculum Vitae of the Occupational Therapist who will be recommended to SARS. The CV must include: <ul style="list-style-type: none"> ○ Years of experience and relevant competencies to the scope; ○ Proof of Bachelor of Science degree in Occupational Therapy or any relevant qualification(s) recognised by SAQA; and ○ Proof of registration with HPCSA as an Occupational Therapist. <p>NB: Should the specialist be in possession of a foreign qualification(s), it must be accompanied by an evaluation certificate from the South African Qualification Authority(SAQA); and</p> <p>The Curriculum Vitae must be signed by both the Bidder's authorised representative and the practitioner in order to confirm that it is accurate and complete.</p>	5
	<ul style="list-style-type: none"> • Provide a summary of the bidder's database of network of specialists across the twelve (12) regions by completing Annexure C; • Proof of qualification(s); • An evaluation certificate from the South African Qualification Authority (SAQA) if in possession of the foreign qualification(s); and • Proof of registration with HPCSA specifying the field of specialisation. <p>Note: For the regions where there are limitations to have all multidisciplinary specialists within the major towns of each region, the bidder must provide a strategy and alternative to mitigate the challenging factors in order to ensure delivery of service. The bidder should disclose within their strategy, the solution to the limitations or provide the nearest towns where the specialists will be</p>	24

No.	TECHNICAL EVALUATION CRITERIA	Weight
	available.	
13.3.3.	DOCUMENT MANAGEMENT	
	Bidder(s) should provide: <ul style="list-style-type: none"> • A Complaints Management Process detailing the reporting, escalating, recording, and resolution of all incidents. • A description of how electronic, as well as paper-based, confidential client information will be stored and maintained. 	20
TOTAL		100

Note: Bidders should refer to **Annexure A1** for the detailed technical evaluation criteria.

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

13.4.1. Stage 1 – Price Evaluation (80 points)

Bidders must refer to **Annexure D**. Bidders are required to consider the following prior to completion of the pricing schedule:

Table 13D: 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

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

a. B-BBEE Requirements

Table 13E: 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

b. 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.

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

Table 13F: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A DTI Affidavit; Certificate from CIPC; or Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating; or A DTI Affidavit – Only 51% Black Owned (BO) and above.
Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.

Failure on the of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), 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 considered a non-responsive bid.

Use and acceptance of Sworn Affidavits

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

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.

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 sub-contract.*

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.

13.4.3. Stage 3 (80 + 20 = 100 points)

The Price and B-BBEE points will be consolidated to determine the Successful Bidder.

14. 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.

15. AGREEMENTS

15.1. GENERAL CONDITIONS OF CONTRACT

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

- 15.1.1. The Bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the Successful Bidder; and
- 15.1.2. The Bidder submitting the General Conditions of Contract to SARS together with its bid, duly signed by an authorised representative of the Bidder.

15.2. SERVICES AGREEMENT

- 15.2.1. Upon award, SARS and the Successful Bidder will conclude an agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft Services Agreement included in this tender pack. SARS will not accept any “standard terms and conditions” or other contract that may be presented to it by the Successful Bidder.
- 15.2.2. SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement upon the award of this RFP.
- 15.2.3. Bidders are not required to sign the draft Services Agreement when submitting the Bidder's proposal.

15.2.4. 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.

15.2.5. Liability

- 15.2.5.1. 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 Services Agreement between the Parties.
- 15.2.5.2. 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.

16. SPECIAL CONDITIONS OF THIS BID

16.1. SARS reserves the right:

- 16.1.1 Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 16.1.2 To accept part of a Bid rather than the whole Bid;
- 16.1.3 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; and/or
- 16.1.4 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.

16.2. SARS requires Bidder(s) to declare

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

16.2.1. Confirm that the Bidder(s) is to:

- 16.2.1.1. Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
- 16.2.1.2. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities;
- 16.2.1.3. Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 16.2.1.4. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 16.2.1.5. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 16.2.1.6. Avoid fraudulent and misleading advertising, canvassing and marketing;
- 16.2.1.7. Conduct its business activities with transparency and consistently uphold the interests and needs

of SARS as a client before any other consideration; and

- 16.2.1.8. Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of the client has been obtained to do so.

16.3. 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"):

- 16.3.1. 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;
- 16.3.2. 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;
- 16.3.3. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS's officers, directors, employees, advisors or other representatives;
- 16.3.4. 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;
- 16.3.5. 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;
- 16.3.6. 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;
- 16.3.7. Has in the past engaged in any matter referred to above; or
- 16.3.8. 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.

16.4. MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT

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

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the Master Services Agreement between SARS and the Bidder for the provision of the Service in question.

16.5. PREPARATION COSTS

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

16.6. INDEMNITY

If a Bidder breaches the conditions of this Bid and, as a result of that breach, SARS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the Bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

16.7. PRECEDENCE

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

16.8. LIMITATION OF LIABILITY

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

16.9. TAX COMPLIANCE

No tender shall be awarded to a Bidder whose tax affairs are not in order. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is

established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Pin (TCP) to SARS. SARS further reserves the right to cancel a contract with a successful bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

16.10. NATIONAL TREASURY

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

16.11. GOVERNING LAW

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

16.12. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 13.4.23 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.

16.13. CONFIDENTIALITY

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

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

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

16.14. 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.

16.15. 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.

- 17. ANNEXURE A – TECHNICAL EVALUATION CRITERIA**
- 18. ANNEXURE A1 – TECHNICAL COMPLIANCE CHECKLIST**
- 19. ANNEXURE B – OCCUPATIONAL MEDICAL PRACTITIONER CURRICULUM VITAE**
- 20. ANNEXURE B1 – OCCUPATIONAL THERAPIST CURRICULUM VITAE**
- 21. ANNEXURE C – NATIONAL NETWORK**
- 22. ANNEXURE D – PRICING SCHEDULE**
- 23. ANNEXURE E – DRAFT SERVICE LEVEL AGREEMENT**
- 24. ANNEXURE E1 – SERVICE LEVELS**