

**REFERENCE: RFP 09/2015**

# **REQUEST FOR PROPOSAL**

## **DESCRIPTION:**

**PROVISION OF MEDICAL SURVEILLANCE AND  
IMMUNISATIONS FOR LIMPOPO AND NORTH  
WEST PROVINCES**

**DATE ISSUED: 03 JULY 2015**

**CLOSING DATE: 03 AUGUST at 11H00**

## **TENDER BOX:**

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

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## 1 INTRODUCTION

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

### 1.1 OVERVIEW OF SARS

#### **Our Mandate**

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

Mutual respect and trust; equity and fairness; integrity and honesty; transparency and openness; courtesy and commitment.

## **Our Core Outcomes**

Increased Customs Compliance

Increased Tax Compliance

Increased ease and fairness of doing business with SARS

Increased cost effectiveness, internal efficiency and institutional respectability

## **2 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

- 2.1** The purpose of this Request for Proposal (RFP) is to solicit proposals from potential Bidders for the provision of Medical Surveillance and Immunisation services to SARS on a provincial basis encompassing the following 2 provinces in South Africa.

Province
Limpopo
North West

SARS seeks to establish a baseline and thereafter the services will be required on as and when basis.

## **2.2 Structure of the tender**

Bidders may submit proposals in respect of one province or both provinces. It is recommended that Bidders have a local footprint in each one of the provinces for which they submit a proposal.

This RFP does not constitute an offer to do business with SARS, but merely serves as an invitation to Bidders to facilitate an evaluation and requirements-based decision process.

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

#### **3.1 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).

#### **3.2 PROCUREMENT LEGISLATION**

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

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

Bidder(s) should be cognisant of the legislation applicable to services, include but not limited to:

### **4 BRIEFING SESSION**

A *non-compulsory* briefing session will be held at Linton House, Brooklyn Bridge, 570 Fehrson Street, Brooklyn, Pretoria, on **14 July 2015 at 11H00**, in order to clarify to Bidder(s) the scope and extent of work to be executed.

### **5 DURATION OF CONTRACT**

The successful Bidder(s) will be appointed for an initial period of 36 months, with an option to renew the contract for an additional 24 months in SARS sole discretion.

Bidders are required to commence with the services within 30 days from date of award of the contract.

## 6 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	Due Date
Advertisement of Bid in government tender bulletin.	03 July 2015
Distribution of Bid documents on the SARS website.	06 July 2015
Non-compulsory briefing session.	14 July 2015 at 11h00
Questions relating to Bid from Bidder(s).	28 July 2015
Bid Closing Date.	03 August 2015 at 11h00
Notice to Bidder(s).	October/November 2015

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

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

## 7 CONTACT

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

## **8 SCOPE OF WORK/SPECIFICATION/BUSINESS REQUIREMENTS**

### **8.1 OBJECTIVES**

The objectives of the medical surveillance programme are:

- 8.1.1** To ensure that employees are fit to perform the required work;
- 8.1.2** To ensure that the health of employees is not adversely affected by their work or working environment;
- 8.1.3** To establish baseline medical information on all employees, especially those exposed to health hazards within their work environment; and
- 8.1.4** To monitor employees' state of health on a regular basis (periodical examination) so as to detect occupational diseases at an early stage, thereby determining the efficacy of hazard control measures.

### **8.2 HEADCOUNT**

The table below illustrates an estimated total number of SARS employees who may be examined for both medical surveillance and immunisations in order to establish a baseline.

**Table 1: Headcount**

PROVINCE	Town	Offices	Estimated number of days	Headcount	SERVICES			IMMUNISATIONS							
					Medical Surveillance	Immunisations + Flu vaccination	Flu Vaccination only	Hep. A & B Vaccine Due Date 2016	Hep. A & B - Next Due Date 1st Booster 2016	Hep. A&B - 2nd Due Date Booster (2016/17	Meningitis Vaccine Due Date 2016	Meningitis - Next Due Date (TBC)	Tetanus Vaccine Due Date 2016	Tetanus Next Due Date (TBC)	Flu – Vaccine Due Date YEARLY
Limpopo	Mussina	BeitBridge Border Post, incl. Dog unit	5	195	x	x									
	Tom Burke	Groblesbrug Border Post	3	49	x	x									
	Polokwane	Polokwane Gateway	2	16	x	x									
	Polokwane	Polokwane Branch Office	2	55			x								
	Giyani	Giyani Branch office	1	16			x								
	Lebowakgomo	Lebowakgomo Branch Office	1	23			x								
	Thohoyandou	Sibasa Branch Office	1	8			x								
		Total		362	260	260	102								
North West	Zeerust	Skilpadshek Border Post	3	49	x	x									
	Mafikeng	Ramatlabama Border Post	3	39	x	x									
	Zeerust	Kopfontein Border Post	3	5	x	x									
	Zeerust	Zeerust Dog unit	1	10	x	x									
	Zeerust	Zeerust TCEI	1	10	x	x									
	Rustenburg	Pilanesburg Airport	1	7	x	x									
	Rustenburg	Rustenburg Branch Office	1	3			x								
	Klerksdorp	Klerksdorp Branch Office	2	75			x								
	Mmabatho	Mmabatho Branch Office	1	29			x								
				30	169	169	1								
		Total		457	265	265	192								

**NOTES TO TABLE 1:**

- Head count: Based on past experience, the utilisation of the medical surveillance service is approximately 70%. Therefore, Bidders are advised to keep in mind that the Headcount numbers are indicative.
- Estimated number of days: These are the number of days recommended for the completion of the services for each SARS site. It is important to note that the services will be rendered at SARS' offices as indicated in Table 1.
- For "flu vaccine only" SARS will provide the necessary facilities to conduct the vaccinations. Mobile clinics will not be required.



### 8.3 MEDICAL SURVEILLANCE SCOPE AND MANAGEMENT OF THE SERVICES

#### 8.3.1 Service Levels

The successful service provider must comply with the turnaround times as indicated below, in respect of medical surveillance and related services.

#### 8.3.2 High Risk and all other Areas

FREQUENCY	TURN-AROUND TIMES
As per SARS' Medical Surveillance Schedule.	As specified in SARS' Medical Surveillance Schedule.

#### 8.3.3 Documentation

TYPE OF DOCUMENT	DUE
Medical Evaluation Certificates	Within a month of the examination / screening having been performed.
Calibration Certificates for Equipment (Kudu Wave, Audiometers, Spirometers)	Calibration certificate to be submitted before the commencement of any the services.

### 8.3.4 Equipment

MAINTENANCE	FREQUENCY
All equipment used for purposes of medical surveillance must be properly maintained and made available to SARS for inspection at any time.	Continuous maintenance of equipment.
SPECIAL EQUIPMENT REQUIREMENTS	AFFECTED SARS SITES
Hearing Equipment: <ul style="list-style-type: none"> <li>• Lung Function Test Equipment and</li> <li>• Audiometric Booth required. No Kudu Wave.</li> </ul>	Both Provinces.

### 8.3.5 Risk Management

TYPE OF INTERVENTION	FREQUENCY	TURN-AROUND TIMES
Advice on physical fitness, lifestyle modification, management of acute or chronic diseases, family planning and ante-natal care.	As and when required.	Within a month of the examination / screening having been performed.
Medical health assessments (including biological monitoring whilst on site).	Periodically, as and when required.	As per SARS' Medical Surveillance Schedule.

### 8.3.6 Referrals

TYPE	TURN-AROUND TIMES
For treatment of all abnormalities detected.	Within 12 hours, as and when required.
To multi-disciplinary team for further assessment and/or monitoring.	Within 12 hours, as and when required.
To ear, nose and throat specialist, audiologist or pulmonologist for further hearing and/or lung function evaluations.	As required by applicable legislation and as and when required.

### 8.3.7 Reports

TYPE OF REPORT	DUE	FORM AND CONTENT
Close-out reports	Within two month after completion of medical surveillance at every SARS site.	<ul style="list-style-type: none"> <li>Required per provincial office, per division and subdivision at each SARS site.</li> <li>Must reflect Return on Investment (ROI) for SARS.</li> </ul>

Intervention reports	Within 48 hours after any emergency.	<p>Must be compiled by the professional appointed as the responsible person for purposes of interventions and include –</p> <ul style="list-style-type: none"> <li>• information relating to employee(s) affected, the type of intervention that occurred, as well as the date and time of the intervention</li> <li>• the name of the SARS representative to whom the emergency was reported, as well as the name of the Service Provider's employee who reported it</li> <li>• the name of the doctor or health institution in cases where employees have been referred.</li> </ul>
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The Bidder must –

- 8.3.8** provide medical surveillance services on a provincial basis to employees at identified SARS sites to ensure such employees' continued fitness for duty;
- 8.3.9** conduct periodic medical examinations, tests/screening and biological monitoring, as and when required;
- 8.3.10** render medical surveillance services in accordance with SARS' Medical Surveillance Schedule;
- 8.3.11** have at least 2 (two) fully equipped mobile clinics (with two booths) available, per province;
- 8.3.12** ensure that each of its mobile clinics are equipped with, but not limited to –

- an examination room;
- an examination bed;
- an examination lamp;
- a surgical tray;
- a medical waste disposal;
- a refrigerator or cold chain to retain temperature of the vaccines;
- an audiometer (i.e. a booth) as per Labour Department requirement and other applicable legislation;
- a spirometer;
- a sphygmomanometer (blood pressure meter) complete with a stethoscope;
- a weight scale;
- a height scale;
- a glucose meter;
- a cholesterol test meter;
- medical consumables, stationery and forms;
- HCT;
- visual testing;
- equipment for urine testing; and
- vaccines must be stored as per requirement.

**8.3.13** ensure each of its mobile clinics will at any given time be serviced by at least –

- Occupational Health Practitioner (OHP);
- Staff/Nursing Assistant; and
- Technician to perform spirometry and audiograms

**8.3.14** ensure the medical surveillance of SARS employees includes, but is not limited to –

- a physical examination;
- a medical history questionnaire;
- a cholesterol screening;
- blood pressure monitoring;
- a blood glucose screening;
- the calculation of Body Mass Index;
- HIV counselling and Testing (where employees volunteer);
- an ophthalmic screening;

- an audiogram (hearing assessment and baseline in accordance with Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993); and
- spirometry.

**8.3.15** conduct exit medical screenings, as and when required, which include:

- a physical examination;
- an ophthalmic screening;
- an audiogram (with proper records being kept of all exit audiograms conducted); and
- spirometry;

**8.3.16** ability to provide the required services during office hours (8:00 to 17:00);

**8.3.17** implement and maintain appropriate information security safeguards to avoid any unauthorised disclosure of personal information, as defined in the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

**8.3.18** strictly adhere to the conditions for the lawful processing of personal information as provided for in terms of POPI; and

**8.3.19** ensure the physical security of SARS records at all times, including when in-transit or during storage.

#### **8.3.20 Reports**

The Bidder must:

**8.3.20.1** provide reports to SARS in electronic format, as well as on a compact disc (CD);

**8.3.20.2** provide a comprehensive report after completion of the services. The report must include, but not be limited to:

- Identified health risk;
- Common trends; and

- Recommendations

## 8.4 IMMUNISATION SCOPE AND MANAGEMENT OF THE SERVICES

### 8.4.1 Service Levels

The successful service provider must comply with the turnaround times as indicated below, in respect of immunisations and related services.

### 8.4.2 High Risk Areas

FREQUENCY	TURN-AROUND TIMES
As per SARS' Immunisations Schedule.	As per SARS' Immunisations Schedule.

### 8.4.3 Education and Training

FREQUENCY	FORM AND CONTENT
As and when required.	<ul style="list-style-type: none"> <li>• Communicable diseases; and</li> <li>• Non-communicable diseases.</li> </ul>

### 8.4.4 Documentation

TYPE OF DOCUMENT	DUE
Register of vaccines administered.	To be handed over to SARS upon termination of the Services Agreement.

#### 8.4.5 Emergencies

REQUIRED	DUE
Anaphylaxis protocol, equipment and antidote (drugs and consumables).	Must be made available to SARS for inspection on the commencement date of every scheduled immunisation rollout.

#### 8.4.6 Meetings

TYPE OF MEETING	FREQUENCY	REQUIRED
Management meetings	Ad hoc	Contract Manager
Service delivery meetings	Ad hoc	OMP and OHP
ADMINISTRATION	DUE	RESPONSIBILITY
Agenda for meeting	48 hours before the start of the meeting.	Whichever Party requested the meeting.
Minutes of meeting	Within 72 hours after every meeting.	Whichever Party requested the meeting.

#### 8.4.7 Reports

TYPE OF REPORT	DUE	FORM AND CONTENT
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Close-out reports	Within two month after completion of immunisation at every SARS site.	<ul style="list-style-type: none"> <li>Required per provincial office, per division and subdivision at each SARS site.</li> <li>Must reflect Return on Investment (ROI) for SARS.</li> </ul>
Intervention reports	Within 48 hours after any emergency.	<p>Must be compiled by the professional appointed as the responsible person for purposes of interventions and include –</p> <ul style="list-style-type: none"> <li>information relating to employee(s) affected, the type of intervention that occurred, as well as the date and time of the intervention</li> <li>the name of the SARS representative to whom the emergency was reported, as well as the name of the Service Provider's employee who reported it</li> <li>the name of the doctor or health institution in cases where employees have been referred.</li> </ul>

#### 8.4.7.1 Complaints

NATURE OF COMPLAINT	RESPONSE TIME	FEEDBACK
Serious	3 (three) Hours	Feedback regarding resolution of complaint to be communicated to SARS within 5 (five) hours.
Ordinary	2 (two) Business Days	Feedback regarding resolution of complaint to be communicated to SARS within 3 (three) Business Days.

Minor	5 (five) Business Days	Feedback regarding resolution of complaint to be communicated to SARS within 7 (seven) Business Days.
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#### 8.4.7.2 SARS Queries and/or Instructions

ACKNOWLEDGEMENT	RESPONSE TIME
Within 1 (one) Business Day.	<ul style="list-style-type: none"> <li>For queries, within 2 (two) Business Days.</li> <li>For instructions, within the period prescribed in SARS' instruction.</li> </ul>

The Bidder must –

**8.4.8** provide immunisations to employees at identified SARS sites;

**8.4.9** use only vaccines approved by the Medicines Control Council;

**8.4.10** maintain a register of vaccines administered during the contract term; and

**8.4.11** provide an emergency kit and cold chain.

**8.4.12** Record-keeping and Document Management

**8.4.12.1** ensure effective document management procedures, confidentiality, integrity and security of employees' personal information and medical records are maintained at all times;

**8.4.12.2** hand over to the Occupational Medical Practitioner (OMP) and Occupational Health Practitioner (OHP) for safe keeping all employees' medical files, records and results upon completion of any programmes and/or procedures at a SARS site; and

**8.4.12.3** make available to SARS all documentation and procedures related to the services at any time for audit purposes.

#### 8.4.13 Reports

The Bidder must:

**8.4.13.1** provide reports to SARS in electronic format, as well as on a compact disc (CD);

**8.4.13.2** provide a comprehensive report after completion of the services. The report must include, but not be limited to:

- Identified health risk;
- Common trends; and
- Recommendations.

### 9 TECHNICAL REQUIREMENTS

The Bidder must provide the following information and/or documentation as part of its proposal:

#### 9.1 MEDICAL SURVEILLANCE SERVICES

**9.1.1** a methodology and a feasible rollout plan for the provisioning of the services in each province a Bidder is tendering for. The rollout plan must take into account **Table 1: Headcount** in page 8 and be specific relevant to each province;

**9.1.2** full details of the mobile clinic/s it will be utilising in the selected province(s) to provide the services to SARS, and this should include but not be limited to proof of ownership with copies of registration documents for each vehicle, copies of lease agreements where applicable, or any other contract entered into in respect of the mobile clinics;

**9.1.3** a detailed list of all equipment available to conduct the required services, including the Bidder's calibration certificates;

**9.1.4** proof of current professional registration for each of its key personnel who will be involved in medical surveillance; and

**9.1.5** short description of how electronic, as well as paper-based, confidential client

information will be stored and maintained.

## **9.2 IMMUNISATIONS**

**9.2.1** Bidder(s) must provide a description of the protocol in cases of an emergency.

**9.2.2** Bidder(s) must provide a description of their medical waste management process.

## **9.3 REPORTING**

**9.3.1** Bidder(s) must provide a description of the document management/record-keeping system that will be used.

**9.3.2** Bidder(s) must provide a description of the complaints management process that will be utilised.

#### **9.4 KEY CONTACT PERSON**

Provide full contact details of the co-ordinator(s) for each province Bidders will be tendering for.

#### **9.5 FOOTPRINT**

Bidders must provide proof of address in the form of a utility bill, for **each province** they are tendering for;

In cases where the Bidder does not have a footprint in a province they are tendering for, the Bidder must provide proof in the form of an agreement with a sub-contractor who has the necessary footprint and will provide the services on the Bidder's behalf in the province the Bidder is tendering for.

#### **9.6 REFERENCE**

Bidders must provide the names of two (2) current/recent customers for **each province** they are tendering for. References provided must not date back further than 2012. Bidders must include in such references: the company's name, a contact name, address, phone number, the duration of the contract, and a brief description of the services rendered to the customer.

#### **9.7 GEOGRAPHIC LOCATIONS**

Bidders must familiarise themselves with the SARS offices and sites within each province they are tendering for, prior to submitting their proposals to render Medical Surveillance and Immunisation services to SARS.

#### **9.8 TECHNICAL COMPLIANCE CHECKLIST**

Bidders must complete the compliance checklist as outlined in Annexure A 1.

### **10 PRICING**

Refer to Annexure B. Bidders are required to submit pricing only for the province(s) they are tendering for.

## 11 INSTRUCTIONS TO BIDDER(S)

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

SARS Procurement Centre  
Linton House - Ground Floor  
Brooklyn Bridge  
570 Fehrsen Street  
Brooklyn  
Pretoria

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

11.3 Bid documents will only be considered if received by SARS before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS.

11.4 Late Bids will not be accepted and shall be returned to Bidder(s).

11.5 The Bidder(s) are required to submit two (2) copies of each file (original and duplicate) per province and one (1) CD-ROM with content of each file by **03 August 2015 at 11H00**. Each file and information in the CD-ROM must be labelled and submitted in the following format:

### 11.5.1 FILE 1

Exhibit 1

- Pre-qualification documents (SBD)

Exhibit 2 A      **Technical Requirements for Limpopo Province**

- Bidder Compliance Checklist for Technical Evaluation, refer to Annexure A1
- Technical Responses
- Supporting documents for technical responses

- References

#### Exhibit 2B: **Technical Requirements for North West Province**

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

### 11.5.2

#### Exhibit 3

- Company profile
- Supplementary information

#### Exhibit 4

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

### 11.5.3 FILE 2

#### Exhibit 5

- B-BBEE Certificate

#### Exhibit 6

- Pricing Schedule (Annexure B)

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

## 11.6 AGREEMENTS

### 11.6.1 General Conditions of Contract

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

**11.6.1.2** 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.

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

## **11.6.2 Services Agreement**

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

**11.6.2.2** SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement, during the course of negotiations with a Bidder, by amending or adding thereto (including for purposes of better giving effect to the objectives set out in this RFP).

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

**11.6.2.3.1** Each comment and/or amendment must be explained; and

**11.6.2.3.2** All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

**11.6.3** SARS reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

## **12 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 12.1 below.
- **Technical Evaluation Criteria (Gate 1)** – Bidder(s) will be evaluated out of 100 points during Technical Evaluations. The minimum threshold for Technical Evaluations is 70 out of 100 points .
- SARS reserves the right to verify the information provided, by means of a site visit to the Bidders premises.
- **Price and B-BBEE evaluation (Gate 2)** – This will be evaluated out of 100 points and will only apply to Bidder(s) who have met the technical evaluation threshold of 70 out of 100 points.

## 12.1 PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS' other critical requirements for this Bid, a Bidder(s) must submit the documents listed in **Table 2** below. All documents must be completed and signed by the duly authorised representative of the prospective Bidder(s). The Bidder(s) proposal will be disqualified for non-submission of any of the documents.

**Table 2: Documents that must be submitted for Pre-Qualification**

Name of the document that must be submitted	Non-submission will result in disqualification
Tax Clearance Certificate – SBD 2	<b>YES</b> – Please submit a valid and original copy of the certificate.
SARS' Oath of Secrecy	<b>YES</b> – Please complete and sign the supplied pro forma document in the presence of Commissioner of Oaths and initial every page.
Invitation to Bid – SBD 1	<b>YES</b> – Please complete and sign the supplied pro forma document.

Pricing Schedule	<b>YES</b> – Please submit full details of pricing proposal to SARS on Annexure B.
Declaration of Interest – SBD 4	<b>YES</b> – Please complete and sign the supplied pro forma document.
Preference Point Claim Form - SBD 6.1	<b>NO</b> – Non-submission will lead to a zero score on B-BBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	<b>YES</b> – Please complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	<b>YES</b> – Please complete and sign the supplied pro forma document.
Bidder Compliance form for Technical evaluation	<b>YES</b> – Please complete and sign.

## 12.2 TECHNICAL EVALUATION (GATE 1) = 100 POINTS

Only Bidder(s) that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as follows:

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

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

Functionality	Maximum Points Achievable	Minimum Threshold
Medical Surveillance	50	70
Immunisation	15	
Reporting	10	
Key contact person	5	
Footprint	10	
References	10	
<b>Overall Combined Score</b>	<b>100</b>	<b>70</b>

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

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

90/10 Preference Point system:

Adjudication Criteria	Points
$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90

Where

$P_s$  = Points scored for price of Bid under consideration

$P_t$  = Rand value of Bid under consideration

$P_{\min}$  = Rand value of lowest acceptable Bid

80/20 Preference Point System:

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 tender under

$P_t$  = Rand value of tender under consideration

$P_{\min}$  = Rand value of lowest acceptable tender

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

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

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

CLASSIFICATION	Codes	SUBMISSION REQUIREMENT
Exempted Micro Enterprise (EME)	Below R5 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by the Independent Regulatory Board for Auditors (“IRBA”) or a letter from an Accounting Officer as contemplated in the CCA.
Qualifying Small Enterprise (QSE)	Between R5 million and R35 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.
Large Entity (LE)	Above R35 million p.a.	Certified Copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA.

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

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

- **Joint Ventures and Consortiums**

Incorporated JVs must submit the B-BBEE status of the entity. Unincorporated JVs must submit a consolidated B-BBEE scorecard as if they were a group structure for every separate tender.

- **Sub-contracting**

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

- **Regulation 11(8)**

A person must not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

- **Regulation 11(9)**

A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract

### **12.3.3 Stage 3 (90 + 10 = 100 points) / (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.

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

#### **13.1 SARS reserves the right,**

- 13.1.1** Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any Bid.
- 13.1.2** To negotiate with one or more preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s);
- 13.1.3** To accept part of a Bid rather than the whole Bid.
- 13.1.4** To cancel and/or terminate the Bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after Bids have been evaluated and/or after the preferred Bidder(s) have been notified of their status as such.
- 13.1.5** To 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.
- 13.1.6** To correct any mistakes at any stage of the Bid that may have been in the Bid documents or occurred at any stage of the Bid process; and
- 13.1.7** To limit the number of provinces in which a Bidder is appointed.

#### **13.2 SARS REQUIRES BIDDER(S) TO DECLARE**

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

- 13.2.1** List the names of the key individuals i.e. representative of the Bidder(s) that will act on behalf of the Bidder(s) if successful in this Bid.
- 13.2.2** Confirm that the Bidder(s) is to –

- 13.2.2.1** Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS;
- 13.2.2.2** Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 13.2.2.3** Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 13.2.2.4** Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 13.2.2.5** Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 13.2.2.6** Avoid fraudulent and misleading advertising, canvassing and marketing, including the unauthorised usage of SARS logo or any of its other trademarks;
- 13.2.2.7** Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 13.2.2.8** Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of SARS or the affected employee, whichever is applicable, has been obtained to do so.

### **13.3 CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

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

- 13.3.1** engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this Bid;
- 13.3.2** seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.3** makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS' officers, directors, employees, advisors or other

representatives;

- 13.3.4** makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.5** accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.6** pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 13.3.7** has in the past engaged in any matter referred to above; or
- 13.3.8** 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.

#### **13.4 MISREPRESENTATION DURING THE BID PROCESS OR 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 contract 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. In the event of a conflict between the Bidder's proposal and the Services Agreement concluded between the parties, the Agreement will prevail.



### **13.5 PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this Bid and all other costs incurred by it throughout the Bid process.

Furthermore, no statement in this Bid will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this Bid.

### **13.6 INDEMNITY**

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

### **13.7 PRECEDENCE**

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

### **13.8 LIMITATION OF LIABILITY**

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

### **13.9 TAX COMPLIANCE**

No tender shall be awarded to a Bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful

Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate ("TCC") to SARS. SARS further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract. The Bidder will be required to submit a new TCC upon expiry of every current, valid TCC for the duration of the contract.

#### **13.10 NATIONAL TREASURY**

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

#### **13.11 GOVERNING LAW**

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

#### **13.12 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A Bidder is responsible for ensuring that its, personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this Bid and in particular the provisions of paragraph 13.13 below. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors,

### **13.13 CONFIDENTIALITY**

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

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

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

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

### **13.14 SARS PROPRIETARY INFORMATION**

A Bidder will 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 ANNEXURE A – TECHNICAL SCOREDCARD

### 14.1 MEDICAL SURVEILLANCE (50 points)

#### Questions

- 14.1.1** Provide a methodology and rollout plan for the provisioning of the services;
- 14.1.2** Provide full details of the mobile clinic/s it will be utilising in the selected province to provide the services to SARS, and this should include but not be limited to proof of ownership with copies of valid registration documents for each vehicle, copies of lease agreements where applicable, or copies of any other contract entered into in relation to the mobile clinics.
- 14.1.3** Provide a detailed list of all equipment available to conduct the required services, including calibration certificates;
- 14.1.4** Provide valid proof of current professional registration for each of its key personnel who will be involved in medical surveillance; and  
Indicate the Bidder's relevant experience in the field of Medical Surveillance and Immunisation.

### 14.2 IMMUNISATION (15 Points)

#### Questions

- 14.2.1** Bidder(s) must provide a description of the protocol in cases of an emergency.
- 14.2.2** Bidder(s) must provide a description of their medical waste management process.

### 14.3 REPORTING (10 Points)

#### Questions

- 14.3.1** Bidder(s) must provide a description of the document management/record-keeping system; and
- 14.3.2** Bidder(s) must provide a complaints management process.
- 14.3.3** Provide full details of how electronic, as well as paper-based, confidential client information will be stored and maintained.

#### 14.4 KEY CONTACT PERSON (5 Points)

##### Question

14.4.1 Provide full contact details of co-ordinator(s) for each province Bidders are tendering for.

#### 14.5 FOOTPRINT (10 Points)

##### Question

14.5.1 Bidders must provide proof of address in the form of a utility bill, for each province they are tendering for. In cases where the Bidder does not have a footprint in a province they are tendering for, the Bidder must provide proof in the form of an agreement with a sub-contractor who has the necessary footprint and will provide the services on the Bidder's behalf in the province the Bidder is tendering for.

#### 14.6 REFERENCES (10 Points)

##### Question

14.6.1 Bidders must provide the names of two (2) current/recent customers for each province they are tendering for. References provided must not date back further than 2012. Bidders must include in such references:

- the company's name;
- a contact name;
- address;
- phone number;
- the duration of the contract, and
- a brief description of the services rendered to the customer

**15 ANNEXURE A - TECHNICAL SCORECARD**

See attached Technical Scorecard.

**15      ANNEXURE A1 -      TECHNICAL COMPLIANCE CHECKLIST**

See attached Technical Compliance Checklist.

**16 ANNEXURE B – PRICING SCHEDULE**

See attached Pricing Schedule.