



REFERENCE: RFP 26/2017

REQUEST FOR PROPOSALS

DESCRIPTION:

PROVISION OF PHYSICAL SECURITY, GUARDING, ARMED
RESPONSE AND ALARM MONITORING SERVICES

DATE ISSUED: 10 NOVEMBER 2017

CLOSING DATE: 11 DECEMBER 2017 AT 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) has a total of one hundred and ten (110) offices (SARS Sites) nationally. The protection of SARS's assets and general physical security at SARS Sites is of pivotal importance due to the nature of the operations and activities of SARS. In addition, the prospective service provider will be required to provide the armed response and alarm monitoring service to all SARS Sites in a region to which it is appointed. To this extent the geographical spread of SARS Sites has been divided into the following seven (7) regions:

Region A	Gauteng North and Witbank
Region B1	North West and Free State Provinces, including Kimberley
Region B2	Limpopo and Mpumalanga Provinces, excluding Witbank
Region C1	KwaZulu-Natal Province
Region C2	Western Cape and Northern Cape Provinces, excluding Kimberley
Region D	Eastern Cape Province
Region E	Gauteng South

The list of SARS regional requirements is attached to this RFP document and is incorporated into the Pricing Schedule, which is attached hereto as **Annexure B (Appendix 1 – Appendix 7)**. The prospective service provider will be required to deliver an integrated service to the region(s), to which it is appointed. That is, SARS expects the prospective service provider to deliver all components of the Services (physical security, guarding, armed response and alarm monitoring) to a region. To this extent and where necessary, Bidders are encouraged to form joint ventures or subcontract the Services to ensure that an integrated service is delivered to a SARS region.



Notwithstanding the service delivery model chosen by Bidders, SARS insists that there should be one (1) primary or leading service provider who will contract with SARS and be responsible for the delivery of the technical solution in the region(s) to which it is appointed.

The successful Bidder(s) will be required to perform or deliver the Services on a **24 hours, 7 days a week, 365 days a year** basis. The main objective of the acquisition of the Services is:

- To ensure that losses are reduced and asset protection is maximised; and
- To a large extent, attain standardisation, uniformity and effective contract management.

The SARS Physical Security unit will co-ordinate the management of the Services at a national level. SARS will determine the policies, procedures and standards applicable to the physical and safety requirements of SARS.

2. OBJECTIVES OF THIS BID

2.1 The objective of this Bid is to appoint suitable Bidders within the security industry with a **minimum BBBEE status level 1 or 2** who will, amongst others:

- 2.1.1 Deliver a quality and professional security service, including value-for-money for SARS;
- 2.1.2 Assume full or partial liability for the losses incurred by SARS due to negligence, wrongful acts or omissions by the contracted Bidder(s);
- 2.1.3 Provide back-up service/s in cases of emergency, without deviation from the Master Services Agreement (attached hereto as **Annexure C** and hereinafter the “MSA”);
- 2.1.4 Professionally manage Security Officers deployed at all SARS Sites and Armed Response Officers responding to triggered alarms at SARS Sites;



2.1.5 Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA);

2.1.6 Provide honest and properly screened security personnel; and

2.1.7 Provide properly trained and registered Security and Armed Response Officers, as per the PSIRA requirements.

3. LEGISLATIVE METHODOLOGY OF THE BID

3.1 TAX LEGISLATION

When submitting a bid to SARS, Bidder(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

3.2 PROCUREMENT LEGISLATION

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and the Preferential Procurement Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended.

3.3 TECHNICAL LEGISLATION AND/OR STANDARDS

The Bidder(s) should be cognisant of and compliant with all relevant legislation and/or standards applicable to the provision of the Services.

4. COMPULSORY BRIEFING SESSION

All interested Bidders are required to attend at least one (1) of the compulsory briefing sessions to be held at the following venues, dates and times:

PORT ELIZABETH

VENUE: 7th Floor Taurus Boardroom
SARS Sanlam Building
3 Winston Ntshona Street (previously Chapel Street)
Port Elizabeth
TIME: **20 November 2017 at 11H00**

KWAZULU-NATAL

VENUE: 29 Equinox Drive
Umhlanga Ridge
Durban
TIME: **21 November 2017 at 11H00**

BLOEMFONTEIN

VENUE: Floor 8, Fedsure House
49 Charlotte Maxeke Street
Bloemfontein
TIME: **22 November 2017 at 11H00**

WESTERN CAPE

VENUE: Project 166
22 Hans Strijdom Avenue
Cape Town
TIME: **23 November 2017 at 11H00**

GAUTENG

VENUE: Block A, Riverwalk Office Park
4 Matroosberg Street
Ashlea Gardens
Pretoria
TIME: **24 November 2017 at 10H00**

POLOKWANE

VENUE: Room 259
40 Landros Mare Street
Polokwane
TIME: **27 November 2017 at 11H00**

5. DURATION OF CONTRACT

SARS will enter into a MSA with the successful Bidders for a period of twenty four (24) months.

6. TIMELINE OF THE BID PROCESS

This RFP bidding process is valid for a period of one hundred and eighty (180) calendar days from the closing date. Consequently, Bidders undertake to submit quantitated prices that are valid for a period of one hundred and eighty (180) days from the closing date.

The timeframes of this Bid process are set out below:

Activity	Due Date
Advertisement of the Bid in the government tender bulletin	10 November 2017
Advertisement of the Bid on the eTender website	10 November 2017

Activity	Due Date
Distribution of Bid documents on the SARS website	13 November 2017
Compulsory briefing sessions (various sites, as specified above)	20 - 27 November 2017
Questions relating to the Bid from Bidders	28 - 30 November 2017
SARS's response to questions posed by Bidders	04 December 2017
Bid closing date	11 December 2017 at 11H00
Notice to Bidder(s)*	* February / March 2018

* Dates subject to change

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's 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, nor 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 submissions (the closing date) for any reason, the requirements of this Bid will apply equally to the extended deadline.

7. COMMUNICATION DURING BID PROCESS

A nominated official of the potential Bidder(s) can make enquiries in writing, to the specified person, Ms Vuyokazi Ntshinga (Procurement Tender Office) via email at tenderoffice@sars.gov.za. Potential Bidder(s) must reduce all telephonic enquiries to writing and send them to the above email address.

8. 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 Treasury Circular No. 4A of 2016/2017 – Central Supplier Database.

National Treasury will maintain the database for all suppliers for Government and its institutions; and all existing and prospective suppliers are requested to register on the CSD by accessing the National Treasury website at www.CSD.gov.za.

9. SERVICES' REQUIREMENTS OF THIS BID

The Bid specifications supplied in this document are minimum specifications. Notwithstanding any shortcomings or omissions in these specifications, it will be expected of the successful Bidder(s) to deliver a viable, complete and fully functional solution.

9.1 Scope of Work

9.1.1 Successful Bidders will be required to provide the following services in a diligent manner-

9.1.1.1 Physical security and guarding of SARS's premises and buildings;

9.1.1.2 On-site patrolling of SARS's buildings and premises;

9.1.1.3 Recording, investigation and reporting on Security Breaches and Incidents, within prescribed timeframes;

9.1.1.4 Preparation of a monthly report outlining Security Breaches, Incidents of triggered alarms, faulty alarms, power failures, panic buttons and failed patrols per SARS Site, of which the report will be submitted to the SARS Authorised Representative or his / her appointed delegate;

9.1.1.5 Monitoring of alarms installed at SARS Sites;

9.1.1.6 Armed Response to SARS sites upon the triggering of SARS's



alarms;

9.1.1.7 Tracking and tracing, which will include the tracking of the successful Bidders' Personnel / vehicles responding to a triggered alarm from the successful Bidder's Control Room and the tracing of triggered alarm signals at SARS Sites;

9.1.1.8 Management of Guard Monitoring Devices, including but not limited to response to panic buttons and failed patrols; and

9.1.1.9 Special Security Services (meaning security services similar to the one a successful Bidder is required to provide to SARS and services incidental thereto), at a time, date and venue determined by SARS in writing. In the event that SARS makes a request to the successful Bidder, SARS will state in its written request the number and grading of Security Officers needed to perform the Special Security Services. The successful Bidder shall comply with such request within twenty four (24) hours of receipt of the request or such shorter time as may be agreed to between the Parties. All terms and conditions of the MSA shall apply to the performance of the Services supplied consequent to such request. The Special Security Services shall include, but not be limited to the following services-

9.1.1.9.1 Polygraphs;

9.1.1.9.2 Voice Stress Analysis;

9.1.1.9.3 Personal protection; and

9.1.1.9.4 Additional Security Officers etc.

9.1.2 The services described in **paragraph 9.1.1** above shall collectively be called the Services, for the purposes of this RFP.

9.2 Service Coverage Hours

9.2.1 The Services **MUST** be provided on a **24 hours, 7 days a week and 365 days a year** basis.



- 9.2.2 SARS and the successful Bidder will agree to the service coverage hours of the Special Security Services, in writing. Once an agreement is reached by the Parties on the service coverage hours, the successful Bidder must adhere to the agreed service coverage hours (without fail), as well as the agreed turnaround times.

9.3 **Security Vetting of the Successful Bidder's Personnel**

- 9.3.1 SARS reserves the right at its sole and absolute discretion to do a security check (vetting) on the successful Bidder's Personnel involved with the performance of the Services.
- 9.3.2 The successful Bidder will procure from its Personnel such consents and documentation as may be reasonably requested by SARS, to enable SARS to conduct such security checks as aforementioned.
- 9.3.3 Security vetting shall include, but not be limited to, checks on criminal records, credit references and identity documents.
- 9.3.4 Where SARS, in its sole discretion, finds any of the successful Bidder's Personnel to be a security risk, including where they are found to have criminal records, SARS will inform the successful Bidder accordingly in writing and the successful Bidder will be required to immediately replace such a person with a suitably trained and equally graded substitute.
- 9.3.5 Failure to effect such a replacement of the successful Bidder's Personnel, within a period of forty eight (48) hours after having been so informed by SARS, will constitute a Performance Failure due to the disregarding of a SARS written request.
- 9.3.6 Despite the above, the successful Bidder must ensure that prior to commencement of employment the successful Bidder's Personnel undergo security vetting, which must include the checks described in **paragraph 9.3.3.**



- 9.3.7 The successful Bidder shall conduct a criminal status screening of its Personnel annually, and SARS may at any time verify the results of such security vetting.

9.4 Successful Bidders' Personnel

The successful Bidder shall ensure that every Security or Armed Response Officer, assigned to provide the Services at a SARS Site, complies with the following requirements:

9.4.1 Registration with PSIRA and Identification Cards

- 9.4.1.1 All Security and Armed Response Officers shall be registered with PSIRA and issued with the successful Bidders' Identification Card containing as a minimum, the name, surname and PSIRA registration number of the relevant Security or Armed Response Officer; and
- 9.4.1.2 Security and Armed Response Officers shall always wear their Identification Cards, or any SARS issued Identification Card, in a clear and visible manner.

9.4.2 Uniforms

- 9.4.2.1 Security and Armed Response Officers shall wear a uniform at all times whilst performing the Services at SARS Sites.
- 9.4.2.2 Security Officers stationed at or Armed Response Officers responding to triggered alarms at state warehouses or land border posts shall wear a combat uniform.
- 9.4.2.3 The uniforms must be clean and worn properly.

9.4.3 Armed Officers

- 9.4.3.1 All Armed Response Officers and armed Security Officers shall be in possession of competency certificates, as stipulated in the Firearms Control Act, 2000 (Act No. 60 of 2000). The successful Bidder must provide copies of competency certificates to SARS for records purposes.

9.4.4 Acts that are Prohibited Whilst on Duty

- 9.4.4.1 The successful Bidder's Security and Armed Response Officers must not:
- 9.4.4.1.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty;
 - 9.4.4.1.2 Report for duty whilst under the influence of any intoxicating substance;
 - 9.4.4.1.3 Sleep whilst on duty;
 - 9.4.4.1.4 Leave a post unattended without the superior's permission;
 - 9.4.4.1.5 Fight on site and argue without reason in view of SARS's employees or visitors;
 - 9.4.4.1.6 Be dishonest at any time during the contract term;
 - 9.4.4.1.7 Commit a Security Breach;
 - 9.4.4.1.8 Aid and/or abet in the commission of a Security Breach;
 - 9.4.4.1.9 Use or remove SARS's equipment without permission;
 - 9.4.4.1.10 Allow access to SARS Sites without authority by-
 - 9.4.4.1.10.1 Using a Security Officer's access card to allow access when a SARS employee or visitor does not possess an access card;
 - 9.4.4.1.10.2 Opening a door physically, allowing access without querying the identification of the person entering; or
 - 9.4.4.1.10.3 Failing to report an item carried by a person which obviously requires



authority e.g. Weapons, laptop computers, etc.;

- 9.4.4.1.11 Use a private cellular telephone whilst on duty;
- 9.4.4.1.12 Read unauthorised material;
- 9.4.4.1.13 Use unauthorised electronic devices or illegal electronic connections; and
- 9.4.4.1.14 Conduct themselves in any manner inconsistent with the Code of Conduct for Security Service Providers, 2003.

9.5 Management Responsibilities

9.5.1 Management and supervisors must ensure the following:

- 9.5.1.1 All Security Officers assigned at SARS Sites are coherent, fit, reliable, of reputable background, of sound character and able to perform their duties;
- 9.5.1.2 All Security, Armed Response Officers and Personnel do not have criminal records;
- 9.5.1.3 All Security and Armed Response Officers conduct themselves in a disciplined and professional manner, as required by the Code of Conduct for Security Service Providers, 2003 and the successful Bidder's own Disciplinary Code and Procedures, whenever they are at a SARS Site and performing their duties in terms of the MSA. In this regard, the successful Bidder shall take all necessary steps to ensure that its Personnel selected for assignment in terms of the MSA are trained;
- 9.5.1.4 All Security and Armed Response Officers, and Personnel do not conduct themselves in a dishonest manner;
- 9.5.1.5 Voice stress analysis tests are conducted on all Security Officers located at, and Armed Response Officers allocated to, High Risk



Sites (as deemed by SARS), on a quarterly basis;

- 9.5.1.6 All Security and Armed Response Officers adhere to the dress code regulations, SARS safety and security policies, and post descriptions;
- 9.5.1.7 All Security and Armed Response Officers always wear their successful Bidder's Identification Card or SARS Identification Card in a clear and visible manner;
- 9.5.1.8 All Security Officers assigned to SARS Sites have a minimum grade 10 education and are of the required security level grading;
- 9.5.1.9 The Security Officers are aware of all instructions issued by the relevant SARS Regional Security Manager;
- 9.5.1.10 The Security Officers acquaint themselves with the contents of the Site Management File issued by the relevant SARS Regional Security Manager, as per **paragraph 9.8.4.1** below;
- 9.5.1.11 Partially or uncovered shifts are reported to a SARS Regional Security Manager immediately and that replacements are trained on Site instructions and procedures, as per **paragraph 9.8.5.5** below;
- 9.5.1.12 The SARS Regional Security Manager is advised in writing when the Security Officers are removed from Site or leave for any other reason;
- 9.5.1.13 All Security and Armed Response Officers conduct personal searches within the confines of the law, and according to standard operating procedures and instructions;
- 9.5.1.14 All panic alarms / buttons and failed patrols are investigated and attended to within fifteen (15) minutes, from the time of the alert,



and proper feedback provided to the Regional Security Manager within twenty four (24) hours, should a breach occur;

- 9.5.1.15 Incident investigation reports are prepared and submitted to the relevant SARS Regional Security Manager within **twenty four (24) hours** of the Incident or Security Breach occurring, as per **paragraph 9.8.2** below;
- 9.5.1.16 Personnel are available when a SARS Security Operations Centre makes contact regarding an alarm triggered at a SARS Site, as per **paragraph 9.8.1** below;
- 9.5.1.17 All Armed Response Officers respond to a triggered alarm at a SARS Site within fifteen (15) minutes or less in any area. The fifteen (15) minutes shall be calculated from the time the successful Bidder's Personnel obtains verification from the SARS Security Operations Centre that armed response must be dispatched to the particular SARS Site;
- 9.5.1.18 A response notification is prepared and left at a SARS Site immediately after every Incident (following a response to a triggered alarm at a SARS Site) for SARS's perusal, as per **paragraph 9.8.2.2** below;
- 9.5.1.19 Details of an Incident, relating to the triggering of an alarm at a SARS Site, are reported to the relevant SARS Security Operations Centre, as per **paragraph 9.8.2.2.4** below;
- 9.5.1.20 That all exceptions to SARS's requirements must be approved in writing by SARS, **prior** to their inception;
- 9.5.1.21 The following with respect to invoicing-
 - 9.5.1.21.1 SARS shall be invoiced the total monthly fee payable per region on or before the fifth (5th) day of the month



following the month in which the successful Bidder performed the Services;

9.5.1.21.2 Each invoice shall contain-

9.5.1.21.2.1 A description of services rendered; and

9.5.1.21.2.2 Any such details as may be reasonably requested by SARS from time to time;

9.5.1.21.3 Each invoice must be verified for completeness and accuracy and that it conforms to the requirements of the MSA, before issuing the invoice to SARS;

9.5.1.21.4 Delivery of all invoices to the SARS office designated by SARS from time to time;

9.5.1.21.5 Should SARS query an item in an invoice, the successful Bidder shall within two (2) days after a written request by SARS, provide SARS with any other documentation or information reasonably required by SARS in order to verify the accuracy of the amounts due on an invoice; and

9.5.1.21.6 The amount of the financial penalties for Performance Failures, calculated with reference to **Annexure D** and as confirmed by SARS pertaining to the prior months, must be credited to SARS by issuing a credit note; and

9.5.1.22 A copy of a Security Officer's personnel file is always available to SARS **before** a Security Officer is assigned to a SARS Site. In addition, a copy of the Security Officers' personnel files shall be provided and/or made available to SARS or any other lawful regulatory authority on demand, containing the following information-

9.5.1.22.1 Security training certificates, polygraph pre-employment results, integrity evaluation record and PSIRA registration certificates;

9.5.1.22.2 A copy of a grading certificate, performance history, copy of the security identification (PSIRA), competency



certificates [as stipulated in the Firearms Control Act, 2000 (Act No. 60 of 2000)] and a certified copy of the identity document;

9.5.1.22.3 A completed SARS Oath of Secrecy form, copies of qualifications and a medical fitness certificate;

9.5.1.22.4 Disciplinary record, a record of pre-employment screening results and annual criminal status screening; and

9.5.1.22.5 A copy of all credit references.

9.6 Contract Management

9.6.1 As of the effective date of the MSA, the successful Bidder must assign-

9.6.1.1 An Account Executive:

9.6.1.1.1 who will be in charge of the general administration of the Services;

9.6.1.1.2 who will meet with SARS's Authorised Representative or his/her appointed delegate once every month to discuss the performance of the Services and amongst others, Security Breaches, Incidents, penalties applicable to Performance Failures, invoicing and payment matters, and safety issues;

9.6.1.1.3 to whom all communications regarding the MSA must be addressed; and

9.6.1.1.4 assist with the resolution of disputes.

The person assigned may not be the Contract Manager as well;

9.6.1.2 A Contract Manager, who will meet with the SARS Regional Security Manager and/or his/her delegate to discuss Security Breaches and Incidents, a minimum of one (1) meeting per month



and/or per SARS requirements;

- 9.6.1.3 A Grade A or B Security Officer, as determined by SARS, who will be in charge of the operations of the Services of a shift at a SARS Site; and
- 9.6.1.4 Supervisors and managers, who will conduct the inspections at a SARS Site.
- 9.6.2 The successful Bidder will furnish SARS with the names and telephone numbers of the Personnel designated in terms of this paragraph, **on or before** the effective date of the MSA.
- 9.6.3 The successful Bidder will provide SARS with a monthly report containing a consolidated record of all Incidents of triggered alarms, faulty alarms, power failures, panic buttons, failed patrols and Security Breaches at SARS Sites during a month on a template specified by SARS. The report will be validated and quality controlled by the Contract Manager. No dishonesty will be tolerated.

9.7 Management Meetings

- 9.7.1 The Service Provider's Account Executive and SARS's Authorised Representative shall meet in accordance with **paragraph 9.6.1.1.2** above.
- 9.7.2 The Service Provider's Contract Manager and the relevant SARS Regional Security Manager shall meet in accordance with **paragraph 9.6.1.2** above.
- 9.7.3 The successful Bidder's Chief Executive Officer and SARS's Authorised Representative shall meet a minimum of once a year to discuss the overall performance of Services.
- 9.7.4 At the first meeting between the Parties they will agree on the place, the time and venue of subsequent meetings, and any proposed additions / amendments to SARS's Standard Operating Procedures submitted by the



successful Bidder, which shall include as a minimum: rostering / scheduling, dress code and code of conduct.

- 9.7.5 The successful Bidder will be responsible for the correct recording of the meeting proceedings of the meetings envisaged under this paragraph and the keeping of minutes.
- 9.7.6 The successful Bidder shall deliver the minutes and record of the meeting proceedings to SARS within two (2) Business Days after the date of the meeting or such shorter period as SARS may prescribe in its absolute discretion, for SARS's perusal and verification.
- 9.7.7 SARS may call an unscheduled meeting with the successful Bidder or its Account Executive to discuss any matter regarding the performance of Services, at its sole discretion. The provisions of the MSA, and in particular **Clause 14**, shall apply to such meetings as well.

9.8 Successful Bidder's General Obligations

9.8.1 Availability of Personnel for Purpose of Armed Response

The successful Bidder must ensure that its Personnel must be available when a SARS Security Operations Centre makes contact regarding an alarm triggered at a SARS Site.

9.8.2 Reporting of Security Breaches or Incidents

- 9.8.2.1 The successful Bidder shall provide SARS with exception reports, extracted from the guard monitoring system in respect of Security Breaches or Incidents, on a daily, weekly and monthly basis.

9.8.2.2 Armed Response and Alarm Monitoring

The successful Bidder shall further comply with the following requirements-



- 9.8.2.2.1 Ensure that Incidents at a SARS Site are fully recorded;
- 9.8.2.2.2 Prepare a response notification at a SARS Site immediately after every Incident for SARS's perusal;
- 9.8.2.2.3 The response notification must contain the following information-
 - 9.8.2.2.3.1 Date of visit;
 - 9.8.2.2.3.2 Details of the Armed Response Officer who provided the armed response service;
 - 9.8.2.2.3.3 Address of SARS Site visited;
 - 9.8.2.2.3.4 Relevant remarks; and
 - 9.8.2.2.3.5 A reference number;
- 9.8.2.2.4 Report the details of the Incident as relayed by the Armed Response Officer dispatched to a SARS's Site, to the relevant SARS Security Operations Centre; and
- 9.8.2.2.5 Submit a report to the SARS Regional Security Manager within one (1) day of the Incident referred to above or such shorter time as SARS may prescribe, in its absolute discretion.

9.8.2.3 **Guarding**

The successful Bidder shall further comply with the following requirements-

- 9.8.2.3.1 The successful Bidder shall keep a log book ("Occurrence Book") at each and every Site and record therein as prescribed by **paragraphs 9.8.3.3 and 9.8.3.4** below, as well as all activities performed by the Security Officers on Site, including the times when the activities were performed;
- 9.8.2.3.2 All Occurrence Book entries must be checked and signed off by the successful Bidder's supervisor and manager during a Site visit;



9.8.2.3.3 All Occurrence Books at SARS Sites shall become the property of SARS on termination of the MSA; and

9.8.2.3.4 In respect of Security Breaches, the successful Bidder shall-

9.8.2.3.4.1 Ensure that Security Breaches at a Site involving any damage to or loss of property or potential damage to or loss of property are fully investigated; and

9.8.2.3.4.2 Submit the full investigation report to the SARS Regional Security Manager within one (1) day of the Security Breach or such shorter time as SARS may prescribe, in its absolute discretion; and

9.8.3 Site Visits

9.8.3.1 The successful Bidder shall ensure that its Personnel who are designated as supervisors and/or managers in terms of the MSA conduct the following visits on a Site-

9.8.3.1.1 Manager - day shift

Eight (8) Site visits per month;

9.8.3.1.2 Manager - night shift

Four (4) Site visits per month;

9.8.3.1.3 Supervisor - day shift

Eight (8) Site visits per month; and

9.8.3.1.4 Supervisor - night shift

Thirty (30) to thirty-one (31) Site visits per month.

9.8.3.2 Provided that in respect of a border post site, the compulsory Site visits shall be as follows-

9.8.3.2.1 Manager: a minimum of four (4) to a maximum of eight (8) Site visits per month; and

9.8.3.2.2 Supervisor: a minimum of eight (8) to a maximum of fifteen (15) Site visits per month.



- 9.8.3.3 The supervisors and managers shall, during the Site visits-
 - 9.8.3.3.1 physically monitor the guarding positions and conduct inspections of Security Officers by asking them pertinent questions in this regard;
 - 9.8.3.3.2 check the Security Officers' appearance and level of alertness;
 - 9.8.3.3.3 ensure that all Security Breaches are reported and recorded in the Occurrence Book;
 - 9.8.3.3.4 inspect the Occurrence Book and, discuss and clarify any Security Breaches recorded therein; and
 - 9.8.3.3.5 sign the Occurrence Book and record all non-compliance of Security Officers with their obligations and duties.
- 9.8.3.4 The full details of the occurrence of the Site visits shall be recorded in the Occurrence Book.

9.8.4 **Emergency Evacuation Plan**

- 9.8.4.1 The successful Bidder's Security Officers assigned to perform the Services at a SARS Site must adhere to the standards of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), to this extent, Security Officers must have a working knowledge of-
 - 9.8.4.1.1 A SARS Site emergency plan;
 - 9.8.4.1.2 Emergency telephone numbers;
 - 9.8.4.1.3 Basic reaction procedures to power failures on a Site;
 - 9.8.4.1.4 Evacuation plans of the SARS Site where the Security Officer is stationed; and
 - 9.8.4.1.5 A SARS Site Management File.



9.8.5 Partly Covered or Uncovered Shifts

- 9.8.5.1 The successful Bidder shall ensure that all Security Officers assigned to a shift report for duty on time. Late coming shall be regarded as a partially covered or uncovered shift.
- 9.8.5.2 Whenever a Security Officer is late or absent for a shift, the incident must immediately be reported to the SARS Regional Security Manager and a replacement must be deployed on a Site within two (2) hours: Provided that the allowed deployment time for border post sites will be two and half (2½) hours.
- 9.8.5.3 The replacement Security Officer shall not be a person who has just performed the Services elsewhere or at a Site immediately prior to the shift of the late or absent Security Officer.
- 9.8.5.4 The replacement Security Officer must be of the same quality and grading level as the absent Security Officer.
- 9.8.5.5 The replacement Security Officer must be trained on Site instructions and procedures, prior to the placement.

9.8.6 Change and Replacement of Security Officers

- 9.8.6.1 The successful Bidder shall advise SARS by written notice whenever a Security Officer assigned to perform the Services at a Site is on leave or is removed from a Site for any other reason.
- 9.8.6.2 Whenever a Security Officer is absent for a shift, a replacement must be deployed on site within the timelines set out in **paragraph 9.8.5.2**.
- 9.8.6.3 **Paragraphs 9.8.5.4 and 9.8.5.5** above shall apply with regard to the replacement Security Officer.

9.8.7 Command Centre Facilities (Control Room)

- 9.8.7.1 The successful Bidder must maintain a fully functional Command Centre Facility (Control Room) to receive alarm signals for the duration of the MSA.
- 9.8.7.2 The successful Bidder must have the capability for Armed Response Officers to remain in constant contact with their Control Room when responding to a triggered alarm at a SARS Site.
- 9.8.7.3 The successful Bidder shall permit SARS to inspect such Control Room on a monthly basis, at a mutually agreed time.
- 9.8.7.4 The Control Room must have the following specifications:
 - 9.8.7.4.1 Landlines;
 - 9.8.7.4.2 Cellular telephones;
 - 9.8.7.4.3 Radio Base Station and Radios;
 - 9.8.7.4.4 When abnormal reports are received, the Control Room must be able to re-direct the calls to Armed Response;
 - 9.8.7.4.5 Alarm monitoring and response;
 - 9.8.7.4.6 Be the Central Nodal Point for all communication;
 - 9.8.7.4.7 Trained Personnel to operate the Control Room;
 - 9.8.7.4.8 The panic functions and failed patrols of the Guard Monitoring Devices must be monitored;
 - 9.8.7.4.9 Tracking and tracing of all vehicles; and
 - 9.8.7.4.10 Alarm Reception Software, either:
 - 9.8.7.4.10.1 Listener
 - 9.8.7.4.10.2 Must be able to receive GSM signals and SARS will supply alarm panel details for configuration; or
 - 9.8.7.4.10.3 GSM Modem
 - 9.8.7.4.10.4 Must be able to receive GSM signals;
 - 9.8.7.4.10.5 Successful Bidder should supply sim card;



- 9.8.7.4.10.6 Sim card chosen should have a network signal 24/7;
- 9.8.7.4.10.7 GSM Alarm reception software can be installed by SARS; and
- 9.8.7.4.10.8 SARS will supply alarm panel details for configuration.

9.8.8 Communication

9.8.8.1 Successful Bidders must have the following communication mechanism capabilities, which should also be fully functional at all times:

9.8.8.1.1 Two-way radios with the following specifications:

- 9.8.8.1.1.1 Linked to Base Stations;
- 9.8.8.1.1.2 16 Channels;
- 9.8.8.1.1.3 5 watt Business two-way radio;
- 9.8.8.1.1.4 Lithium battery;
- 9.8.8.1.1.5 18 hours battery life;
- 9.8.8.1.1.6 207 Quiet Talk Codes;
- 9.8.8.1.1.7 370, 000 square feet range;
- 9.8.8.1.1.8 Repeater Capable;
- 9.8.8.1.1.9 User Programmable;
- 9.8.8.1.1.10 Rechargeable Lithium Battery Pack;
- 9.8.8.1.1.11 Hands Free;
- 9.8.8.1.1.12 Voice Scramble;
- 9.8.8.1.1.13 Call Alert Tone;
- 9.8.8.1.1.14 Programmable LED Alert;
- 9.8.8.1.1.15 Low Battery Alert; and
- 9.8.8.1.1.16 Battery Saver;

9.8.8.1.2 Cellular Telephones; and

9.8.8.1.3 A Guard Monitoring System with the following specifications (compatible with SARS's systems as indicated above at **paragraph 9.8.7.4.10**):

- 9.8.8.1.3.1 Real time capability and have Control Room software that can deal with the

- necessary exceptions in real time;
- 9.8.8.1.3.2 Ability to function to its full capability without being affected by any GSM Network Latencies or network dependence;
 - 9.8.8.1.3.3 Devices must be able to read Active RFID tags indoors (1-15 m) to enable indoor tracking and also be able to read outdoor GPS zones. No physical contact required;
 - 9.8.8.1.3.4 100% locally developed and supported;
 - 9.8.8.1.3.5 Ability to identify individual users of devices carried on patrol;
 - 9.8.8.1.3.6 Devices need to have a display screen to enable the user to receive messages and important information;
 - 9.8.8.1.3.7 Ability to manage unlimited patrols and points on any Site;
 - 9.8.8.1.3.8 Ability to cater for exchangeable battery packs;
 - 9.8.8.1.3.9 Ability to cater for detailed rout and schedule management i.e. Times between points, time spent at key areas, advanced checklist;
 - 9.8.8.1.3.10 Ability to determine a wait time at a point and be able to provide the time that an individual enters a zone, how much time they spend in the zone and the time on exiting the zone (proof of presence);
 - 9.8.8.1.3.11 Detailed reporting on productivity (per individual, Site, area, region, province, country) and activity of Control Room Personnel;
 - 9.8.8.1.3.12 Automated daily, weekly and monthly reports;



- 9.8.8.1.3.13 Take and make phone calls to programmed numbers;
- 9.8.8.1.3.14 Panic alarms / buttons; and
- 9.8.8.1.3.15 Failed patrols and panic alarms checklist.

9.8.9 Security Equipment

9.8.9.1 The successful Bidder shall ensure that:

- 9.8.9.1.1 the Security Officers patrolling SARS Sites are monitored by a monitoring device acceptable to SARS and the Armed Response Officers, responding to triggered alarms at SARS Sites, are tracked by the successful Bidder's Control Room, as indicated in the paragraph above;
- 9.8.9.1.2 all failed patrols and panic buttons / alarms activated are monitored; and
- 9.8.9.1.3 any of its Security Equipment used or resources deployed at SARS Sites to perform the Services are fully functional at all times. In this regard, SARS reserves the right to inspect the successful Bidder's Security Equipment or resources at any time and without prior notice to the successful Bidder or the successful Bidder's Personnel.

9.8.9.2 Should any of its Security Equipment fail to be fully functional at any point during the contract term, the successful Bidder must ensure that it has a contingency plan in place, so that the faulty equipment / resource is repaired / replaced as soon as is reasonably possible, to prevent an interruption of the Services.

9.8.9.3 The following equipment are a minimum requirement of SARS:

- 9.8.9.3.1 Guard Monitoring Device, as stipulated above;
- 9.8.9.3.2 Two-way radios and base stations, with specifications as stipulated above;



9.8.9.3.3 Handheld Scanners

- 9.8.9.3.3.1 Minimum of two (2) per site;
- 9.8.9.3.3.2 Detects hand guns from 23cm;
- 9.8.9.3.3.3 Detects knives from 15cm;
- 9.8.9.3.3.4 Detects drugs encased in foil / metal and jewellery from 3cm;
- 9.8.9.3.3.5 Automatic, no need to calibrate;
- 9.8.9.3.3.6 Strong Housing;
- 9.8.9.3.3.7 Long scan distance from 20cm; and
- 9.8.9.3.3.8 Bright light and an alarm that informs of metal detection;

9.8.9.3.4 Torches

- 9.8.9.3.4.1 Minimum of two (2) per site;
- 9.8.9.3.4.2 Rechargeable Batteries;
- 9.8.9.3.4.3 Output – 1200 Lumens;
- 9.8.9.3.4.4 Total run / burn time: 5 Hours;
- 9.8.9.3.4.5 Weather Resistant; and
- 9.8.9.3.4.6 Strong Housing;

9.8.9.3.5 Guard Houses and toilets at specified Sites, only as per SARS specifications attached hereto as **Annexure E**; and

9.8.9.3.6 Stationery.

9.9 Notification of Disciplinary Action / Hearings

The successful Bidder must inform the SARS's Authorised Representative or his/her appointed delegate of any disciplinary action taken against a Security or Armed Response Officer assigned to perform the Services to SARS. Withholding such information shall constitute a material breach of the MSA.

9.10 Information Detrimental to SARS's Security

The successful Bidder shall immediately inform the SARS Authorised Representative or his/her appointed delegate of any information, in its possession or that it ought reasonably to be aware of, that is detrimental to SARS's physical security or safety.



9.11 Instructions and Requests

The successful Bidder and its Personnel, assigned to the delivery of the Services, must adhere to written reasonable requests and instructions by the SARS's Authorised Representative and/or his/her appointed delegate.

9.12 Removal of Information / Property

The successful Bidder's Personnel will not be allowed to remove any Confidential Information (irrespective of the media it is contained in) or SARS's property without the written authority of the SARS's Authorised Representative.

9.13 Performance Standards

9.13.1 SARS has determined certain minimum performance standards (Service Levels), the adherence to which is **deemed crucial** to delivery of the Services at acceptable levels. In this regard, Bidders are requested to carefully study **Annexure D** hereto which contains the Service Levels and the Financial Penalties applicable in respect of Performance Failures.

9.13.2 Failure to adhere to Service Levels will result in SARS levying a financial penalty for the Performance Failure. Multiple Performance Failures will constitute sufficient proof of persistent non-compliance by the successful Bidder with SARS's prescribed Service Levels and that such persistent non-compliance will constitute a material breach of the MSA.

9.13.3 Notwithstanding the implementation of the Service Levels and Financial Penalty schedule as set out in **Annexure D**, SARS reserves the right and without derogation to any other remedies it may have in law, to-

9.13.3.1 terminate the MSA for breach (persistent non-compliance) by the successful Bidder;

9.13.3.2 cancel with immediate effect the provision of the Services to the affected SARS Site;



9.13.3.3 reallocate with immediate effect the Services to the affected SARS Site to another service provider, appointed in terms of this Bid process, or such other service provider as may be appointed by SARS in its exclusive discretion. In such an event, the outgoing service provider shall be obliged, and **for its own account**, to assist in the seamless transition of the Services to the incoming service provider; or

9.13.3.4 invoke any of its rights in terms of Applicable Law.

9.13.4 Where SARS invokes the rights reserved in **paragraph 9.13.3**, the successful Bidder shall be obliged to reduce the monthly fees for the affected region accordingly in the month following the adjustment.

9.13.5 Cancellation or reallocation of Services in terms of this paragraph shall be without any liability to SARS, except for payment for the Services already rendered by the successful Bidder less applicable financial penalties.

10. SUBMISSION OF BID PROPOSALS

10.1 Bids must be properly packaged and deposited in the tender box **on or before** the closing date and time at the SARS Tender Office situated at:

**Ground Floor – Linton House
Brooklyn Bridge
570 Fehrsen Street
Brooklyn
Pretoria**

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

10.3 No Bid proposals shall be accepted via email. All Bid proposals must be in print form.

10.4 Bid documents will only be considered if received by SARS **before** the closing date



and time, regardless of the method used to send or deliver such documents to SARS.

- 10.5 Late bids will not be accepted.
- 10.6 The Bid proposal submission, as well as the Technical Response, must be in the format prescribed in **paragraph 19** below.
- 10.7 The entire Bid proposal must be sent in one (1) sealed package and be properly addressed with the name of the Bidder, and the item description "SARS - Bid number" (as published in this RFP document) must be written on the outside of the package.
- 10.8 The Bidder(s) are required to submit two (2) hard copies of each file (original plus one copy thereof) and one (1) CD-ROM with the contents of each file by **11 December 2017 at 11H00**.
- 10.9 Each file and CD-ROM must be **marked correctly and sealed separately** for ease of reference during the evaluation process.
- 10.10 Pricing information should not be included in the technical file (File 1). Furthermore, the files and information on the CD-ROM must be labelled and submitted in the following format:

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none">• Pre-qualification documents (SBD documents and others)• Bidder Compliance Checklist	Exhibit 2 <ul style="list-style-type: none">• Bidder's Technical Response• Supporting documents for Technical Response, including financial statements• References
Exhibit 3 <ul style="list-style-type: none">• General Conditions of Contract (GCC)• Draft MSA, including written confirmation from the Bidder that it has acquainted itself with the	

terms and conditions thereof.	
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate • SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule (1 x Hard Copy and 1 x Soft Copy MS Excel)
Please note: SARS requests that bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

11.1 Bidders are eligible for selection in a minimum of one (1) and a maximum of four (4) out of seven (7) possible regions. It is therefore necessary for Bidders to indicate their ranking of preferred regions of appointment, where they have a better footprint to perform the Services effectively.

11.2 Notwithstanding the provisions of **paragraph 11.1** above, SARS reserves the right to allocate regions (a maximum of four per Bidder) to qualifying Bidders, as per the Bidder's ranking order (in terms of the Bidder's final scores), in a manner that is fair, equitable, transparent, competitive and/or cost-effective. Factors that will be taken into consideration, include but are not limited to, the size of the successful Bidder vis-à-vis the size of a region, risk profile of a region, the successful Bidder's preferences, as well as value for money.

11.3 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).

11.4 The minimum standards consist of the following-

11.4.1 Pre-Qualification Criteria - **[Gate 0]** – Bidder(s) must submit all Standard Bidding Documents (SBDs) as outlined in **paragraph 12** below.

11.4.2 Mandatory Requirements - **[Gate 1]**

11.4.3 Technical Evaluation Criteria - **[Gate 2]**

11.4.4 Price and BBBEE Evaluation - [Gate 3]

12. 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 12A** below. Where applicable, all documents must be completed and signed by the duly authorised representative of the Bidder(s). The Bidder's proposal may be disqualified for non-submission of any of the documents in **Table 12A**.

Table 12A

Name of the document that must be submitted	Non-submission may result in disqualification
Response to Bid Letter	YES – Please complete, sign and submit the supplied pro forma document.
Invitation to Bid – SBD 1	YES – Please complete, sign and submit the supplied pro forma document.
Tax Clearance Status Pin	YES – Please submit the Tax Clearance Status Pin.
Declaration of Interest – SBD 4	YES – Please complete, sign and submit the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	YES – Bidders must complete and sign the SBD 6.1 form. Non-submission will lead to a zero score on B-BBEE.
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document.
Certificate of Independent Bid Determination – SBD 9	YES – Please complete, sign and submit the supplied pro forma document.

Name of the document that must be submitted	Non-submission may result in disqualification
SARS Oath of Secrecy	YES – Please complete, sign (in the presence of a Commissioner of Oaths) and initial every page, and submit the supplied pro forma document.
Audited / Independently Reviewed Financial Statements	YES – Please submit as required by paragraph 19.5.3.
Central Registration Report (Central Database System) from National Treasury.	YES – Bidders must register on the Central Database System and submit the Report as confirmation of registration.

13. MANDATORY REQUIREMENTS - [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 Requirements.

In line with the Government's objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement.

The pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:

- a) A tenderer having a stipulated minimum B-BBEE status level of contributor;
- b) An EME or QSE;
- c) A tenderer subcontracting a minimum of 30% to-
 - i) An EME or QSE which is at least 51% owned by black people;
 - ii) An EME or QSE which is at least 51% owned by black people who are youth;
 - iii) An EME or QSE which is at least 51% owned by black people who are women;
 - iv) An EME or QSE which is at least 51% owned by black people with disabilities;

- v) An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
- vi) A cooperative which is at least 51% owned by black people;
- vii) An EME or QSE which is at least 51% owned by black people who are military veterans; and
- viii) An EME or QSE.

A tender that fails to meet any qualifying criteria stipulated in the tender documents is **NOT** an acceptable tender.

In respect of this RFP, the minimum B-BBEE status level of contributor must be 1 or 2 as appears in **Table 12B**. Furthermore, because the contract value exceeds R30 million, the successful tenderers must subcontract a minimum of 30% of the value of the contract to the below mentioned specified EME or QSE.

Table 12B

Mandatory Requirements	Non-submission will result in disqualification
Minimum B-BBEE status level 1 or 2.	YES – Please submit a valid B-BBEE Status Level Verification Certificate or sworn affidavit (whichever applicable according to SBD 6.1) with a minimum B-BBEE status level 1 or 2.
Bidders must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people.	YES – Bidders must submit proof of a subcontracting arrangement between the main Bidder and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement between the main Bidder and the subcontractor.
Proof of registration with the Private Security Industry Regulatory Authority.	YES – Please submit a copy of the registration certificate.
Proof that the Bidder has valid certification of firearms from the relevant authorities.	YES – Please submit proof of valid certification of firearms from the relevant authorities.

Attendance of the compulsory briefing session.	YES – Please ensure that the Bidder's representative signs the attendance register at the briefing session.
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14. TECHNICAL EVALUATION [GATE 2] = 100 POINTS

14.1 Only Bidder(s) that have met the Pre-Qualification Criteria in **GATE 0**, and complied with the Mandatory Requirements **GATE 1**, will be evaluated in **GATE 2** for functionality / technical. Bid proposals will be evaluated on their level of compliance with the Business Requirements of this Bid, as fully set out in **paragraph 9** above, as well as **Annexure A** hereto. Bidder(s) must achieve a minimum of **75 out of 100 points** to pass to the next stage of the evaluation i.e. **GATE 3**.

14.2 Bidders will be scored in terms of the below mentioned technical competencies. To this extent, Bidders are encouraged to study **paragraph 19** and respond fully to the requirements stated therein, refer to **Annexure A**

Technical Adjudication Criteria	Maximum Points Achievable	Minimum Threshold
<ul style="list-style-type: none"> • Experience to deliver on the scope of work • Infrastructure • Services' offering • Account Management • Change Management • Quality Management • Design and Customization • Contactable References 	100 points	75 points

15. PRICING AND BBBEE EVALUATION [GATE 3] (90 + 10) = 100 POINTS

15.1 Stage 1 - Pricing Evaluation (90 points)

Bidders must submit their price proposals based on the pricing schedule attached

hereto as **Annexure B**. Total prices must be **VAT inclusive**.

The formula below will be used in evaluating the Bidder's price:

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

Where

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

15.2 Stage 2 - B-BBEE Evaluation (10 points)

In line with the requirements of the Preferential Procurement Regulations, 2017 to the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) [the "PPPFA"] tenders that have achieved the minimum qualifying score for functionality will be evaluated further in terms of the prescribed preference point systems:

- (i) Regulation 6 - 80/20: A maximum of 20 points may be allocated to a bidder; or
- (ii) Regulation 7 - 90/10: A maximum of 10 points may be allocated to a bidder.

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

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: SBD 6.1, including paragraph 7 thereof relating to subcontracting of the services, and a B-BBEE Certificate.	10

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

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

Large Entity (LE)	Above R50 million p.a.	A certified copy of B-BBEE Status Level Verification Certificate from a SANAS Accredited rating agency or a Registered Auditor approved by IRBA (must have been issued before 1 January 2017).
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SARS will accept B-BBEE Certificates issued under the revised B-BBEE Codes.

Failure on the part of a Bidder to submit a B-BBEE Status Level Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

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 sworn 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, provided that the entity



submits their consolidated B-BBEE Status Level Verification Certificate / scorecard and that such consolidated B-BBEE certificate / scorecard is prepared for every separate bid.

Subcontracting

BIDDERS WHO WANT TO CLAIM PREFERENCE POINTS WILL HAVE TO COMPLY FULLY WITH REGULATIONS 9(2)(b) AND 12(3) OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011 WITH REGARD TO SUB-CONTRACTING:

Regulation 9(2)(b)

- (1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
- (2) If an organ of state applies subcontracting as contemplated in sub regulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
 - (b) an EME or QSE which is at least 51% owned by black people.

Regulation 12(3)

A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

Proof of Existence: Joint Arrangements and/or Subcontracting

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

The joint arrangement and/or subcontracting agreements must clearly set out the



roles and responsibilities of the Lead Partner and the joint arrangement and/or subcontracting party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint arrangement and/or subcontracting arrangement.

15.3 Stage 3 (90 + 10 = 100 points)

The Price and B-BBEE points will be consolidated to determine the successful Bidder(s).

16. CONDITIONS OF AWARD

16.1 Bid Acceptance

The SARS General Conditions of Contract will apply to this Bid pending the signing of a MSA between SARS and successful Bidders that will regulate the provision of the Services. The terms and conditions of the MSA form an integral part of these specifications, and is incorporated herein by reference. Bidders are requested to carefully read through the MSA and annexures, and familiarise themselves with the terms and conditions of the MSA.

The preferred bid(s) will be accepted subject to the condition that the preferred Bidder signs the same MSA, with the necessary pricing schedules simultaneously with the letter of award, within seven (7) days of the conditional award.

16.2 Insurance

The successful Bidders will be required, on or before the effective date of the MSA and for the duration of the MSA, to have and maintain in force:

- 16.2.1 third party liability insurance cover of **five million rand (R5 000 000.00)** against all actions, suits, claims or other expenses arising in connection with damages or loss (including death) suffered by a third party as a result of negligence on the part of the successful Bidder, its employees, subcontractor or any person engaged by the successful Bidder to provide the Services or



component thereof; and

16.2.2 professional indemnity insurance cover to a minimum of **five hundred thousand rand (R500 000.00)** per Security Breach and/or Incident against all actions, suits, claims or other expenses arising in connection with damages or loss suffered by SARS as a result of breach of the terms and conditions of the MSA in providing the Services or component thereof.

16.3 **Price negotiation**

The award of the Bid may be subjected to price negotiation with the preferred Bidders.

16.4 **Tax Compliance**

See **paragraph 18.10** in this regard.

16.5 **Not restricted with National Treasury**

See **paragraph 18.11** in this regard.

17. **DUTIES OF BIDDER(S) AFTER AWARD**

17.1 The successful Bidders will be required to sign the SARS Oath of Secrecy prior to performing any of the Services in terms of this RFP.

17.2 The successful Bidders must one (1) month prior to commencing with the performance of the Services and for the Bidders' own accounts, conduct in-depth risk assessments on all SARS Sites and familiarise themselves with SARS standards, policies and procedures. All Sites must be validated by the successful Bidders prior to commencement of the MSA.

17.3 The successful Bidders must also engage with the outgoing service provider during the in-depth risks assessment period to ensure a seamless and non-disruptive transition of the Services on the commencement date.



- 17.4 For as long as the in-depth risk assessments have not been completed, SARS shall not be obliged to pay the successful Bidder(s) any fees payable under the MSA.

18. SPECIAL CONDITIONS OF THE BID PROCESS

The conditions for participation in this Bid process are indicated below, and must be adhered to. Failure to do so could result in disqualification from the Bid process.

Bidders must obtain information pertaining to this Bid through the official channels as prescribed in this Bid document. Any attempt to gain information in a manner deemed to be unfair or disadvantageous to other prospective Bidders, or any attempt to unfairly influence the outcome of this Bid process will result in disqualification of the offending Bidder from the Bid process. By participating in this Bid process, Bidders acknowledge and accept the conditions as laid out in this Bid document.

18.1 SARS reserves the right:

- 18.1.1 Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any bid;
- 18.1.2 To negotiate with one or more preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO) throughout the lifecycle of the contract;
- 18.1.3 To accept part of a bid rather than the whole bid;
- 18.1.4 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;
- 18.1.5 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; and
- 18.1.6 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.

18.2 SARS requires Bidder(s) to declare:

In the Bidder's Technical Response, the Bidder(s) are required to declare the

following:

18.2.1 Confirm that the Bidder(s) shall:

- 18.2.1.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
- 18.2.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 18.2.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 18.2.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 18.2.1.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 18.2.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 18.2.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 18.2.1.8 Ensure that any information acquired by the Bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

18.3 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 fifteen percent (15%) interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):



- 18.3.1 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;
- 18.3.2 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;
- 18.3.3 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;
- 18.3.4 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;
- 18.3.5 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;
- 18.3.6 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;
- 18.3.7 Has in the past engaged in any matter referred to above; or
- 18.3.8 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.



18.4 Bidder's Own Terms and Conditions or Bid Qualifications

This document contains the terms and conditions of this Bid and Bidders must not qualify the specifications or come up with their own terms and conditions. SARS reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

18.5 Misrepresentation during the Lifecycle of the Contract

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

18.5.2 It follows therefore that misrepresentations in a proposal may give rise to service termination and a claim by SARS against the Bidder, notwithstanding the conclusion of the MSA 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 MSA concluded between the Parties, the MSA will prevail.

18.6 Preparation Costs

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

18.7 Indemnity

If a Bidder breaches the conditions of this Bid and, as a result of that breach, SARS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the Bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder



indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer.

18.8 Precedence

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

18.9 Limitation of Liability

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

18.10 Tax Compliance

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

18.11 National Treasury

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

18.12 Governing Law

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

18.13 Responsibility for Subcontractors

18.13.1 SARS intends to conclude a MSA with the preferred Bidders (as opposed to a joint venture or subcontractors), thus the preferred Bidders and not the subcontractors will be liable for the performance in terms of the contractual obligations.

18.13.2 It is the responsibility of the Bidder to select competent and capable subcontractors that meet all requirements of the tender so that their tender is not jeopardized by the subcontractor when evaluated. Bidders are responsible for all due diligence on their subcontractors.

18.13.3 The preferred Bidders shall be wholly responsible for the entire performance of the Services, notwithstanding the use of subcontractors.

18.14 Confidentiality

18.14.1 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 proposal will be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of this Bid.

18.14.2 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 proposal. This Bid and any other documents supplied by SARS remain proprietary of 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.

18.14.3 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.

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

18.15 SARS Proprietary Information

On their bid covering letter, Bidder(s) will make a declaration that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

19. THE BID PROPOSALS' SUBMISSION FORMAT

NOTE WELL: NOTES BELOW

19.1 The Bidders are again requested to carefully **STUDY paragraph 9**, as well as **Annexure A** prior to attempting to respond to this Bid.

19.2 Bid proposals must be submitted in the format prescribed herein, as more fully set out below. Subsections have been provided under each heading as content prompts. Any additional information may be included as appendices.

19.3 Bidders must ensure that the Bid proposal clearly demonstrates-

19.3.1 The capacity and experience of the Bidder to deliver the breadth of Services as required, as well as compliance with security industry regulations and legislation;



19.3.2 The ability to meet all timelines, as stipulated in this Bid document;

19.3.3 A high level of maturity and discipline in the Bidder's methodology, processes and standards; and

19.3.4 The Bidder's ability to service South African reference sites of a similar scale as SARS's Sites.

19.4 **HEADING OF THE COVER PAGE**

"Request for Proposals for the Provision of Physical Security, Guarding, Armed Response and Alarm Monitoring Services"

19.5 **CONTENTS**

19.5.1 **Introduction**

Please provide clear and precise information on the following-

19.5.1.1 Mission;

19.5.1.2 Strategy;

19.5.1.3 Business Values;

19.5.1.4 Market overview;

19.5.1.5 History, company structure and responsibilities (including an organogram);

19.5.1.6 Staff complement;

19.5.1.7 Employment Equity Policy and progress; and

19.5.1.8 Union affiliation and strike action statistics.

19.5.2 **Commercial Requirements**

Bidders must supply SARS with the following information, concerning their company and commercial activities-

19.5.2.1 Company name;

19.5.2.2 Legal form;

19.5.2.3 Date of registration;

19.5.2.4 Country of registration;

19.5.2.5 Registration number;

19.5.2.6 Physical address;

19.5.2.7 Registered address;

19.5.2.8 Usual administrative address;

19.5.2.9 The year the company was established;

19.5.2.10 The number of branches in South Africa;

19.5.2.11 The major shareholders;

19.5.2.12 Certified major shareholders certificates;

19.5.2.13 Certified Employment Equity plan;

19.5.2.14 Organogram;

19.5.2.15 Number of employees; and

19.5.2.16 CVs of key personnel.

Bidders must also supply full and detailed information on the tendering Bidder indicating-

19.5.2.17 Whether the Bidder is acting as prime Bidder of a joint venture and/or subcontracting arrangement; and

19.5.2.18 Which party will be responsible for overall management and invoicing.

19.5.3 **Financial Statements**

Bidders are required to submit complete sets of audited / independently 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 shortlisted Bidders.

19.5.3.1 The annual financial statements must contain:

- Statement of Profit or Loss and Other Comprehensive Income;
- Statement of Financial Position;
- Statement of Cash Flows; and
- Accompanying Notes.

19.5.3.2 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.

19.5.3.3 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.

19.5.3.4 In the event of the Bid being in the form of a Joint Arrangement, the following is required:

- Annual financial statements of the Joint Arrangement; and
- A legal agreement detailing the percentage ownership of each entity.

N.B.: SARS reserves the right to request further information concerning the annual financial statements of a Bidder at a later stage.

19.5.4 **Executive Summary**

PLEASE provide an executive summary of the key differentiating factors of the service delivery model.

19.5.5 **Preference of Regions**

The Bidder must clearly indicate which regions the Bidder prefers to render the Services to SARS. Please see **paragraph 1** above for the list of SARS's regions.

Table 19

PREFERENCES	REGION
Preference 1	Please stipulate region.
Preference 2	Please stipulate region.
Preference 3	Please stipulate region.
Preference 4	Please stipulate region.
Preference 5	Please stipulate region.
Preference 6	Please stipulate region.
Preference 7	Please stipulate region.

19.5.6 **Technical Response**

PLEASE provide information on SARS's Services' requirements as set out in



paragraph 9 above, as well as **Annexure D**, demonstrating the following-

19.5.6.1 Experience in providing the Services:

- 19.5.6.1.1 State the number of business organisations (entities) that have used the Bidder to provide the Services or a component thereof that are similar to the ones covered in this RFP document in the last three years. Please arrange the contracts in chronological order.
- 19.5.6.1.2 How big are / were the business organisations / entities in accordance to the number of sites in a region?
- 19.5.6.1.3 State the value(s) of the contract(s).
- 19.5.6.1.4 State the number of personnel who were employed to deliver the Services.

19.5.6.2 Infrastructure:

- 19.5.6.2.1 Presence of the Bidder in each of the SARS Regions?
- 19.5.6.2.2 Does the Bidder, including the Partner / Subcontractor, have the relevant infrastructure in place as per SARS requirements for the region(s) tendered for?
 - If **Yes**, how many control rooms, office buildings and vehicles does the Bidder have in total?
 - If **No**, please indicate how the Bidder would establish the infrastructure in terms of how many control rooms, office buildings and vehicles.

19.5.6.3 Services Offering:

Describe the Bidder's service delivery methodology taking into account the integrated nature of the Services, with emphasis on the following items:

- 19.5.6.3.1 Explanation on the Bidder's understanding of the Scope of Work and tasks that need to be performed.



19.5.6.3.2 Description of how the Services' requirements will be met by the proposed solution.

19.5.6.3.3 Video Presentation consisting of the following:

19.5.6.3.3.1 Parade of Guards

- Security equipment
- Uniforms
- Neatness and appearance
- Vehicle fleet

19.5.6.3.3.2 Armed Response Officers

- Firearms
- Neatness and appearance
- Vehicle fleet
- Armoury
- Bullet-proof vests

19.5.6.3.3.3 Communication and Equipment

- Guard Monitoring Device
- Two-way radios
- Cellphones
- Handheld scanners
- Torches
- Guard huts and toilets

19.5.6.3.3.4 Control Rooms

- Landlines
- Cellphones
- Radios and Base Stations
- Alarm monitoring and response
- Trained Personnel
- Tracking and tracing of vehicles
- Design
- Layout
- Technology
- Disciplinary processes
- Standard operating procedures and policies
- Subcontractor(s)

19.5.6.3.3.5 Scenarios

- Alarm activation and response (process on alarm activations)
- Guard Monitoring Device activation and response (process)
- Abnormal reports and how the Control Room will re-direct

19.5.6.3.4 Indicate the location and distance(s) of the Control Room(s), in relation to the SARS sites that will be serviced.

19.5.6.3.5 Response turnaround times in comparison to industry standards.

19.5.6.3.6 Interface and compatibility of the Bidder's software with the GSM based alarm system.

19.5.6.3.7 A list of all registered and licensed firearms of the Bidder.

19.5.6.3.8 Level of firearm training of the Personnel and certified proof thereof.

19.5.6.3.9 Availability of resources (human and physical) in rendering the Services, such as fleet / vehicles / security dogs / number of Security Officers and Armed Response Officers.

19.5.6.3.10 Contingency plans with respect to replacements and short posting.

19.5.6.3.11 Describe and explain the Bidder's Performance Management Framework and approach (e.g. format and content of information).

19.5.6.3.12 Describe and explain the Bidder's mechanisms and tools used for performance reporting (e.g. technology and software, etc.).

19.5.6.3.13 Describe and explain the Bidder's periodic and annual performance reviews.

19.5.6.3.14 Describe and explain the Bidder's benchmarking process.

19.5.6.3.15 Describe and explain the Bidder's monitoring and



evaluation with respect to Incidents and Security Breaches (trend analysis and risk mitigations).

19.5.7 **Account Management**

The Bidder(s) must provide information on-

19.5.7.1 A management framework for service delivery;

19.5.7.2 Account management structure inclusive of roles and responsibilities;

19.5.7.3 Primary Bidder model;

19.5.7.4 Third party Bidder management;

19.5.7.5 Problem resolution and escalation procedures;

19.5.7.6 Contract and variance management;

19.5.7.7 Operational account management – service delivery; and

19.5.7.8 Strategic account management – relationship alignment.

NB: Proof of the existence of systems to address the matters referred herein is crucial.

19.5.8 **Change Management**

Bidders must-

19.5.8.1 Describe their change management philosophy;

19.5.8.2 Outline their change management methodology for technology, processes, assets, staff and business continuity; and



19.5.8.3 Outline how they ensure service continuity during the transition to the new service model.

19.5.9 **Quality Management**

19.5.9.1 Does the Bidder have a proper quality management system in place? Please describe the quality management system.

19.5.9.2 Tracking and Tracing

19.5.9.2.1 Does the Bidder have capabilities to communicate with their Control Room?

19.5.9.2.2 If **No**, how will the Bidder be able to respond to the alarm triggered environment?

19.5.9.2.3 If **Yes**, how does the Bidder propose to track and trace the assets?

19.5.9.3 Describe and explain monitoring and evaluation with respect to Incidents and Security Breaches (trend analysis and risk mitigations).

19.5.10 **Design and Customization**

19.5.10.1 Capability to redesign and customise – adaptability to SARS's changing business needs:

19.5.10.1.1 Please explain the Bidder's approach to design and customisation requests by a customer.

19.5.10.1.2 Does the Bidder retain full time personnel for such purposes?

19.5.10.1.3 If so, how many?

19.5.10.1.4 If not, does the Bidder retain a professional company to provide design and customisation Services?

19.5.11 **References**

19.5.11.1 Bidders must provide two (2) references with names, position and



contact numbers of customers to whom similar Services on a similar scale were provided in the last year or two.

19.5.11.2 For each reference, the Referee specify:

19.5.11.2.1 The name of the company, contact-person and telephone number;

19.5.11.2.2 Type of business;

19.5.11.2.3 Brief description of Services rendered;

19.5.11.2.4 Duration of contract;

19.5.11.2.5 Quality of service; and

19.5.11.2.6 Performance.

19.5.11.3 In addition, the Bidder must include two (2) references for its subcontractor, in the same manner set out in **paragraph 19.5.11.2**. The references must be from customers to whom similar Services on a similar scale (as is intended for the subcontracting arrangement, for purposes of this RFP) were provided in the last year or two.

19.5.11.4 SARS reserves the right to contact the listed references.

19.5.12 **Conclusion**

19.5.12.1 Please state the following-

19.5.12.1.1 The Bidder's value proposition;

19.5.12.1.2 Why the Bidder is best suited to tender with SARS and assist it in achieving its business objectives;

19.5.12.1.3 How will this relationship improve Services and reduce costs on an ongoing basis; and

19.5.12.1.4 How will the Bidder ensure that it remains competitive in terms of price, Services, Service Levels, service quality, development and innovation.