South African Revenue Service

SOUTH AFRICAN REVENUE SERVICE

REQUEST FOR PROPOSAL

RFP 36/2022

PROVISION OF MEDICAL SURVEILLANCE, IMMUNIZATION AND RELATED FOR SARS ON A NATIONAL BASIS

MAIN RFP DOCUMENT

INSTRUCTIONS, GUIDELINES, AND CONDITIONS OF TENDER

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REQUEST FOR PROPOSAL

Summary, Guidelines, Conditions and Instructions

1 PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal (RFP) is for the South African Revenue Service (SARS) to invite suitably qualified service providers (bidders) to submit proposals (tenders) in accordance with the rules set out in this RFP on a non-exclusive basis. It should be noted that the award of this contract will be to ONE (1) service provider who will service all the nine (9) regions Nationally.

2 OVERVIEW OF SARS' REQUIREMENTS

2.1 Background

SARS is responsible for developing a comprehensive medical surveillance program to identify health hazards**,** develop health and safety programs, and increase the health and safety of employees. Defined Situations of Hazard and Accident (OSHA) requires all costs of a medical surveillance program to be borne by the employer.

SARS operations are dependent on employees working in environments where workers may be exposed to particular hazards that may lead to ill health. The Occupational Health and Safety Act, (Act 85 of 1993) particularly, prescribes medical surveillance for employees who are exposed to noise, asbestos, certain chemicals, lead, biological agents, thermal stressors, etc.

An important objective of medical and health surveillance is the optimal placement of workers (fit for work) for example, those working at heights, transporting dangerous goods, working in confined spaces etc.

The purpose of this RFP is to procure the services of ONE (1) competent service provider who could render services of Medical Surveillance, Immunisation and related services on a National basis to the benefit of SARS employees efficiently and effectively as and when required by SARS**.**

2.2 Scope of Work

2.2.1 OBJECTIVES

The objectives of the medical surveillance and immunisation programme are:

- To ensure that employees are fit to perform the required work;
- To ensure that the health of employees is not adversely affected by their work or working environment;

- To establish baseline medical information on all employees, especially those exposed to health hazards within their work environment; and
- To monitor employees state of health on a regular basis (Periodic examination) to detect occupational diseases at an early stage, thereby determining the efficiency of hazard control measures.

2.2.2 HEADCOUNT

The table below illustrates an estimated total number of SARS employees who may be examined for both medical surveillance and immunisations.

Table 2A: Headcount for Medical Surveillance & Immunizations per province- to be updated

Region	Town	Offices	Head count	Immunizations
Limpopo	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Messina	Beit Bridge Border Post	171	
	Tom Burke	Groblesbrug Border Post	27	
	Polokwane International Airport	Polokwane International Airport	12	
	Grand Total		**210**	
North West	**Medical surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Mmabatho	Ramatlabama	23	
	Zeerust	Kopfontein	28	
	Zeerust	Skiladhek	36	
	Rustenburg	Pilanesburg Airport	5	
	Grand Total		**92**	
Mpumalanga	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Komatipoort	Lebombo Border Post	115	
	Malelane	Jeppes Reef Border Post	13	
	Amsterdam	Nerston Border Post	8	
	Badplaas	Oshoek Border Post	33	
	Piet Retief	Mahamba Border Post	22	
	Skukuza	Managa Border Post	15	

	Kruger Mpumalanga International Airport	KrugerMpumalanga International Airport	11	
	Grand Total		**217**	
Kwa- Zulu Natal	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Scanner site		16	
	Physical inspections		15	
	ITU		19	
	Supervisions		7	
	Enforcement		16	
	Durban State warehouse		6	
	KSIA		26	
	Golela		26	
	RBY customs		15	
	Kosi Bay		14	
	Grand Total		**129**	
Western Cape	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Cape Town International Airport		60	
	Scanner		12	
	State warehouse		5	
	Mail centre		7	
	Grand Total		**84**	
Eastern Cape	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Grand Total		**11**	
Free State	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Maseru Border Post		42	
	Ficksburg Border Post		37	
	Caledon spoort Border Post		11	

	Van Royensnek Border Post		12	
	State warehouses		20	
	Grand Total		**122**	
Northern Cape	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	Upington		10	
	Vioolsdrift Border Post		18	
	Nakop Border Post		22	
	Grand Total		**50**	
Gauteng	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	ORTIA PAX		62	
	ORTIA CARGO		36	
	ORTIA DDU		23	
	ORTIA JIMC		11	
	ORTIA ADMIN		34	
	ORTIA BFE		18	
	KASERN SWH		6	
	ISCOR SWH		13	
	Laseria International Airport		23	
	Grand Total		**226**	
General Assistants	**Medical Surveillance and Immunizations (Meningitis, Tetanus, Hepatitis A&B and Flu)**			
	National		**696**	
Call Centre	**Medical Surveillance and Immunizations (Flu)**			
	Alberton		215	
	Cape Town		181	
	Durban		124	
	Dooringkloof		128	

	Grand Total		**648**	

Notes:

- Head count: Based on experience, the utilisation of the medical surveillance service is approximately 70% of the head count listed above (Please note the approximation is on a National basis and not per province) Therefore, Bidders are advised to keep in mind that the headcount numbers are indicative.
- The seven (7) days inclusive of weekends, are 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 2A.
- For "flu vaccine only" SARS will provide the necessary facilities to conduct the vaccinations. Mobile clinics will not be required.
- Geographic Locations - Bidders must familiarise themselves with the SARS offices and sites within all nine (9) provinces, prior to submitting their proposals to render Medical Surveillance and Immunisation services to SARS (Annexure B)

2.3 MEDICAL SURVEILLANCE SCOPE AND MANAGEMENT OF THE SERVICES

2.3.1 Service Levels

The successful service provider must comply with the turnaround times as indicated below, in respect of medical surveillance and related services. Failure to meet the Service Levels may attract penalties.

2.3.1.1 High Risk and all other Areas

FREQUENCY	**TURN-AROUND TIMES**
As per SARS Service request.	To be specified in SARS Service request.

2.3.1.2 Documentation

TYPE OF DOCUMENT	**DUE**
Medical Fitness Certificates	Within 7 Days of examinations
Calibration Certificates for Equipment (Kudu Wave, Audiometers, Spirometers).	Must be made available to SARS for inspection on the commencement date of

	Medical Surveillance at each one of the designated SARS sites.

2.3.1.3 **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: Audiometric Booth required, Kudu Wave.	All identified areas as per Head Count 100% of the times in all identified Areas

2.3.1.4 **Risk Management**

TYPE OF INTERVENTION	**FREQUENCY**	**TURN-AROUND TIMES**
Advice on physical fitness, lifestyle modification and, management of infectious diseases.	As and when required.	After the examination/ screening has been performed.
Medical health assessments (including biological monitoring whilst on site.	Periodically, as and when required.	As per SARS Service request.

2.3.1.5 **Referrals**

TYPE	**TURN-AROUND TIMES**
For treatment of communicable disease.	Within 12 hours.
To multi-disciplinary team, including, but not limited to:- ear nose, and throat specialist; audiologist or pulmonologist for further hearing and/or lung function evaluations, further assessment and/or monitoring.	Within 24 hours.

2.3.1.6 **Reports**

TYPE	FREQUENCY	TURN-AROUND TIMES
Dashboard report	Within 7 days of medical assessments	Within 7 days of medical assessments
Site report	Within a month after completion of medical surveillance at every SARS site.	Within 30 days post medical assessment
Close-out reports. (comprehensive consolidated report of all medicals conducted in all SARS sites per region	Within a month after completion of medical surveillance at every SARS site.	Immediately once compiled provided it's within 30 days post medical assessment

2.3.2 Deliverables

The successful bidder(s) will be required to:

2.3.2.1 Provide medical surveillance services nationally to employees in identified areas to ensure such employees continued fitness for duty;

2.3.2.2 Conduct periodic medical examinations, tests/screening and biological monitoring;

2.3.2.3 Conduct Medical Fitness assessments as and when required;

2.3.2.4 Render medical surveillance services in accordance with SARS Service request;

2.3.2.5 Have at least 1 (one) fully equipped mobile clinic available, but ensure that there is a contingency plan in place in case of a breakdown;

2.3.2.6 Ensure that each of its mobile clinics are equipped with, but not limited to –

- An examination room;
- An examination bed;
- A surgical tray;
- A medical waste disposal;
- A refrigerator;

- An audiometer (i.e. A booth) or kudu wave as per labour department requirement and other applicable legislations;
- 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;
- Hernatocrit test (HCT);
- Visual screening;
- Equipment for urine testing; and
- Vaccines must be stored as per requirement.

2.3.2.7 Ensure each of its mobile clinics will at any given time be serviced by–

- Occupational health practitioner (OHP)/Registered Nurse;
- Professional/Enrolled Nurse; and
- Technician to perform spirometry and audiograms.

2.3.2.8 Ensure the medical surveillance of SARS employees includes, but is not limited to –

- A physical examination;
- A medical history questionnaire;
- Stress questionnaire
- A cholesterol screening;
- A blood glucose screening;
- The calculation of body mass index;
- A body composition screening;
- HIV counselling and testing (where employees volunteer);
- An ophthalmic screening;
- An audiogram (hearing assessment and baseline in accordance with COIDA); and
- Spirometry.
- Vaccinations as per SARS risk assessment

2.3.2.9 Conduct medical examination which will include periodic pre-placement, exit, transfer and deployment to SARS high risk areas, as and when required as per 2.3.2.7 and 2.3.2.8;

2.3.2.10 Provide the required services during working office hours (8:00 to 17:00);

2.3.2.11 Implement and maintain appropriate information security safeguards to avoid loss, destruction or any unauthorised disclosure of personal information as per section 21 of Protection of Personal Information Act, 2013 (Act No.4 of 2013) [hereinafter "the Act"] and any other applicable legislation. Bidder(s) should note that processing of personal information shall be dealt with in accordance with the prescripts of the Act and for the purposes of the services it will render to SARS, is regarded as an "operator" as defined in the Act.

Bidders are note that SARS will conduct a risk assessment exercise on their information security, its implications and controls. The bidder must demonstrate the information technology and organisational systems it has in place for safeguarding information.

2.3.2.12 Ensure that they maintain adequate information security systems throughout the duration of the contract to be entered into with SARS

2.3.2.13 Ensure that SARS personal information obtained pursuant to this RFP process is kept separate from its other clients' data.

2.3.2.14 Ensure the physical security of SARS records at all times, including when in transit or during storage;

2.3.2.15 Provide a comprehensive report after completion of the services in electronic format, the report must include but not limited to:

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

2.4 IMMUNISATION SCOPE AND MANAGEMENT OF THE SERVICES

2.4.1 Service Levels

The successful service provider must comply with the turnaround times as indicated below, in respect of immunisations and related services. Failure to meet the Service Levels may attract penalties.

2.4.2 High Risk Areas

FREQUENCY	TURN-AROUND TIMES
As per SARS Service request.	As per SARS Service request.

2.4.3 **Education, Awareness and Campaigns Information**

FREQUENCY	TURN-AROUND TIMES
As per SARS' Service request; Communicable diseases; and Non-communicable diseases.	as and when required

2.4.4 **Documentation**

FREQUENCY	TURN-AROUND TIMES
Register of vaccines administered.	To be handed over to SARS upon expiry of the contract or when there is a separation between SARS and the bidder prior to the expiry date of the contract.

2.4.5 **Emergencies**

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

2.4.6 **Meetings**

TYPE OF MEETING	FREQUENCY	REQUIRED
Management meetings	Ad hoc	Key Account Manager
Governance meetings	Quarterly	Service Provider Wellness Procurement
Service delivery meetings	Ad hoc	Service provider
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.

2.4.7 **Reports**

TYPE OF REPORTS	DUE	FORM OF CONTENT
Dashboard report	Within 7 Days of completion of medical assessments and immunisation	Stats of completed medical assessments and immunisation
Site report	Within one month after the completion of medical surveillance at every SARS site.	Outcomes of medicals and vaccinations, referrals, risks identified as well as recommendations - Fitness certificates
Comprehensive report	Within one month after the completion of medical surveillance at every SARS site.	Broken down into risks per site

2.4.7.1 **Complaints**

NATURE OF COMPLAINT	RESPONSE TIME	FEEDBACK
Serious	3 (three) Hours	Feedback regarding resolution of complaint to be communicated to SARS within 24 hrs where required.
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.

2.4.7.2 **SARS Queries and/or Instructions**

TYPE OF DOCUMENT	DUE
Query Instruction	• For queries within 2 (Two) Business Days; and • For instructions within the period prescribed in SARS' instruction.

2.4.8 Deliverables

The successful bidder(s) will be required to:

2.4.8.1 Provide immunisations to employees in identified areas;

2.4.8.2 Use only vaccines approved by the Medicine's Control Council;

2.4.8.3 Maintain a register of vaccines administered during the contract term;

2.4.8.4 Provide an emergency kit and cold chain;

2.4.8.5 Provide record-keeping and document Management;

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

2.4.8.7 Hand over to SARS Wellness for safe keeping of all employees' medical files, records and results upon completion of any programmes and/or procedures at a SARS site;

2.4.8.8 Ensure the physical security of SARS records at all times, including when in transit or during storage;

2.4.8.9 Ensure that all the information relating to the employees is kept confidential in line with the applicable legislation;

2.4.8.10 Make available to SARS all documentation and procedures at any time for audit purposes;

2.4.8.11 Provide reports to SARS in electronic format; and

2.4.8.12 Provide a comprehensive report after completion of the services, the report must include but not limited to:

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

3 SARS REQUIREMENTS FROM THE BIDDERS / BIDDERS' RESPONSE

The bidders are required to submit their response to all the information in this section. The information will be used for technical evaluations.

3.1 COMPANY PROFILE

Bidder must have at lest five (5) years of experience providing Medical Surveillance and Immunization services

3.2 MEDICAL SURVEILLANCE SERVICES

Bidder must provide:

3.2.1 A methodology and a feasibility rollout plan for the provision of the services in each province. The rollout plan must take into account Table 2A: Headcount in Section 2.2 and be specific to each province.

3.2.2 Provide full details of at least two (2) mobile clinic/s that will be utilised in the regions to provide the services to SARS; and this should include but not be limited:

- Proof of ownership with copies of registration documents for each mobile clinic e.g. certificate of ownership, contract of purchase, etc),
- Copies of lease agreements where applicable (leasing contract);
- Copies of any other contract entered into in relation to the mobile clinics

3.2.3 Provide proof of personnel with minimum of 5 years of experience, qualifications and proof of registration. These are individuals who will be involved in medical surveillance i.e. Nursing Staff - Nursing Assistant / Registered nurse as well as Technician (Nurse)

3.3 IMMUNISATIONS

3.3.1 Bidder(s) must provide a description of the protocol in cases of an emergency; and

3.3.2 Bidder(s) must provide their waste management process flow which describes the manner in which medical waste will be collected and disposed of in adherence to environmentally friendly standards.

3.3.3 Bidder(s) must provide a description of its business continuity plan to cover amongst others power cuts and load shedding.

3.4 REPORTING

3.4.1 The Bidder must provide a detailed report or process flow to demonstrate what organisational

systems are in place to safe-guard information including how electronic, as well as paper-based, confidential client information will be stored and maintained.

Format to include, but not limited to, the purpose, background, process followed, findings/risks, mitigations, conclusion and recommendations.

All information handling should be in line with the Code of Ethics of Health Professions Act as per the HPCSA ACT 1974(ACT NO.56 OF 1974 as well as the Protection of Personal information Act, 2013.

3.4.2 The Bidder(s) must provide a complaints management process detailing the reporting, escalation, recording, and resolution of all incidents and/or complaints.

3.5 KEY CONTACT PERSON

3.5.1 Bidder must provide full contact details of the key contact person / Account Manager who will be assigned to SARS, including his/her role and responsibilities. The qualifications and experience of the Account Manager must be provided.

3.6 REFERENCE

3.6.1 Bidders must provide three (3) reference letters on a company letterhead where similar Medical Surveillance and Immunizations service has been provided within the past 5 years. The reference letter should be on a Company Letterhead (not older than the past 12 months), signed, dated and contain the following: Company Name; Type of Service; Duration of the Contract; Contact Person; and Contact Details.

Each letter provided by the service provider should indicate the following:

- A brief description of services rendered.
- Quality of service; and
- Compliance indicator in terms of the services received.

Note: SARS reserves the right to and may contact the clients for a reference check. It is therefore important to ensure that the clients listed are contactable.

4 STRUCTURE OF THE RFP PACK

4.1 Structure

This RFP pack is organised into four (4) sections consisting of one or more documents in each section.

Table 1: RFP pack outline and contents

Section	Index	Description of section contents
1	**Main RFP Document**	Documents outlining the main RFP guidelines, instructions, conditions and documents necessary for a bidder to submit a proposal.
2	**SBD Documents**	Standard Bid Documents (SBDs) and other administrative documents that are required by National Treasury and SARS' Procurement to be read, completed, and returned as part of a bidder's proposal.
3	**Contract management**	The General Conditions of Contract (GCC) and/or proposed Services Agreement under which SARS wishes to contract the services.
4	**Response templates**	Where applicable, response templates that are required to be completed and returned as part of a bidder's proposal.

5 KEY ACTIVITIES AND DATES

The table below lists certain key dates and activities relevant from the time of issue of the RFP up to and including- the closing date:

Table 2: Key activities and dates

No.	Activity	Date / Time / Details
1.	**Bid Number**	RFP 36/2022
2.	**Description**	Provision of Medical Surveillance, Immunization and related services
3.	**Duration of contract**	The successful bidder will be appointed for a period of forty-eight (48) months
4.	**Validity period of proposals**	Bids submitted will be valid for a period of 180 calendar days from the closing date. SARS may however, subject to the bidders' consent, extend the validity period prior to expiry thereof.

5.	**Advertisement of the RFP**	**a) SARS website: 22 March 2023** **b) National Treasury Tender Portal: 22 March 2023**
6.	**RFP pack available for download from SARS website**	**22 March 2023** **Bidders are encouraged to continuously visit SARS website for any communication regarding the tender.**
7.	**Virtual briefing session date and registration**	The **non-compulsory** briefing session will be held virtually via a Microsoft Teams meeting on 30th **March 2023 at 11:00 – 12:30**. The meeting can be accessed at the following link: [Click here to join the meeting].
8.	**Bidders to submit written questions on or before**	**From 22 March 2023 to 4 April 2023**
9.	**SARS to respond to bidders' written questions on or before**	**12 April 2023**
10.	**CLOSING DATE AND TIME (proposals due)**	**26 April 2023 at 11H00**

All dates and times in this RFP are South African Standard Time. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action or create any right or expectation in any way for any bidder to demand that any action be taken on the date established, or on any other date. A bidder accepts that if SARS extends the deadline (closing date) for proposal submissions for any reason whatsoever, the requirements of this RFP will apply equally to the extended deadline.

6 COMMUNICATION

All communications to SARS must be addressed to the SARS Tender Office, emailed to **tenderoffice@sars.gov.za**, and must contain a clear reference to this RFP. Communication sent by

SARS must only be regarded as official communication if sent from **tenderoffice@sars.gov.za**, or a communication accompanied by a letter of authorisation signed by the SARS Procurement Executive.

A bidder may not make any communication to SARS regarding this RFP other than through the official contact provided in this document. SARS may, at its sole discretion, disqualify a bidder if the bidder communicates or attempts to communicate any information regarding this RFP to any of SARS' employees; officials; or any third parties involved in the preparation, evaluation, or award of the RFP other than through the official contact provided.

7 TENDER PREPARATION AND SUBMISSION

7.1 Introduction

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), which prescribes that SARS' procurement processes be:

7.1.1.1 fair, equitable, transparent, competitive and cost-effective; and

7.1.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Regulations, and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

7.2 Question and answer process.

A bidder may submit questions to SARS as part of the question-and-answer process to gain a full understanding of any aspect of the RFP that is not clear to the bidder.

Between the dates given in paragraph 5, SARS will receive written questions sent by bidders by email through the official contact provided in this document. SARS will respond to these questions but is not obliged to respond to a question should it choose not to do so. The questions and answers will be published on the SARS website. The identity of a bidder who has directed a question to SARS will not be disclosed by SARS in such responses.

SARS may issue updated versions of documents issued in the RFP pack and/or may issue additional documentation to form part of the RFP pack. Such reissued or additional documentation will be published on the SARS website. It is a bidder's responsibility to visit the SARS website at regular intervals to ensure that a bidder uses the latest versions of documents in the RFP pack.

The SARS website must be treated as the primary means of communication. In the event of any other communication that conflicts with communications posted on the SARS website, the SARS website communication will prevail.

7.3 Central Supplier Database

All bidders wishing to do business with SARS must register on the Government's Central Supplier Database (CSD) at www.CSD.gov.za, and to include in their submission their CSD Master Registration Number. The recommended bidder(s) must be registered on the CSD prior to an award letter / purchase order / signed contract being issued.

Foreign suppliers with neither South African tax obligations nor history of doing business in South Africa must complete the questionnaire on the Standard Bidding Document (SBD) 1.

7.4 Proposal submission

For this RFP, SARS will accept proposal submissions in the form of physical proposal submissions, either deposited in the SARS tender box or posted to the SARS Tender Office.
The physical proposal submissions must be deposited in the SARS tender box on or before the closing date and time at the SARS Tender Office, situated at the main entrance at:

SARS Procurement Tender Office, Lehae La SARS,
299 Bronkhorst Street, Nieuw Muckleneuk, Brooklyn, Pretoria, 0181.

7.4.1 The proposals may also be posted to the address provided in the aforementioned paragraph.

7.4.2 Proposals will only be considered if received by the SARS Tender Office before the closing date and time, regardless of the method used.

7.4.3 Late proposals will not be accepted.

7.5 Instruction for submitting a proposal

7.5.1 This section details the instructions to bidders for preparing a proposal in response to this RFP, which

must be followed in detail to enable the information contained in a bidder's proposal to be read, understood and evaluated in a common and consistent layout, and to ensure that the information submitted is correct, complete and well structured. Should a proposal be received that is not in the correct format, SARS reserves the right to disqualify the entire proposal or portions of the proposal depending on the extent of the deviation from the format described in this document.

7.5.2 All proposals and supporting documentation must be submitted in English.

A bidder's proposal is required to be submitted as:

1 x Original hardcopy	One (1) original hardcopy proposal clearly marked as "*Original*"
1 x Duplicate hardcopy	One (1) duplicate hardcopy proposal clearly marked as "*Copy*"
1 x Electronic copy	One (1) electronic copy of the original hardcopy proposal

Note:

- A "hardcopy proposal" means an A4 ring bound lever arch file.
- An "electronic copy" means a memory stick (USB stick).

7.5.3 Each hardcopy proposal and electronic copy must be marked and labelled correctly, and must be outer sealed, wrapped and packaged, for ease of reference during the evaluation process.

7.5.4 Pricing information must be included in a separate file (File 2), and not be included in the technical file (File 1).

7.5.5 A bidder is required to submit the contents of its proposal (hardcopy and electronic) in the following format:

Table 3: Format and organisation of proposal

Files		Section	Responses
File 1: TECHNICAL proposal	• RFP reference • Description • Bidder name	**1**	• Prequalification documents (SBD and other documents), *excluding SBD 6.1 Preference point claim form*
		2	• Response to mandatory requirements • Supporting documents for mandatory requirements (if applicable)
		3	• Response to technical requirements

			• Supporting documents for technical requirements
		4	• Company profile • Supplementary information
		5	• Draft Services Agreement
File 2: PRICE and B-BBEE proposal	• RFP reference • Description • Bidder name	**1**	• B-BBEE certificate or sworn affidavit • SBD 6.1 Preference point claim form
		2	• Pricing response template
		3	• 3 most recent years audited / independently reviewed financial statements

8 EVALUATION OF PROPOSALS

8.1 Process after the closing date

After the closing date and time SARS will evaluate the proposals with reference to SARS' evaluation criteria. SARS reserves the right to employ subject matter experts to assist in performing such evaluations.

8.2 Administrative Prequalification evaluation process (Gate 0)

8.2.1 SARS has defined minimum administrative prequalification criteria that must be met by a bidder. The table below contains the administrative prequalification documents that are required as part of a bidder's proposal, which must be completed and signed by the duly authorised representative of the prospective bidder(s).

8.2.2 Where a bidder's proposal fails to comply fully with any of the administrative prequalification criteria, SARS may at its discretion allow the bidder an opportunity to submit and/or supplement the information and/or documentation provided within a period of five (5) working days or such alternative period as SARS may determine to achieve full compliance with these criteria before disqualifying the bidder.

Table 4: Administrative Prequalification criteria

	Prequalification documents to be submitted	Instructions	Non-submission may result in disqualification?
1.	SBD 1: Invitation to bid form	Bidder to complete and sign the supplied pro forma document.	YES
2.	SBD 4: Bidder's Disclosure	Bidder to complete and sign the supplied pro forma document.	YES
3.	SBD 6.1: Preference points claim form	Bidder to complete and sign the supplied pro forma document.	NO – Non-submission will lead to a zero score on B-BBEE
4.	Supplier cost and risk assessment questionnaire	Bidder to complete and sign the supplied pro forma document.	YES
5.	Proof of registration on the Central Supplier Database (CSD)	Bidder to submit proof of registration on CSD. Bidder must ensure the tax compliant status is "Tax Compliant".	YES
6.	General Conditions of Contract	Bidder to sign the supplied pro forma document.	YES
7.	A complete set of three (3) most recent audited / independently reviewed financial statements	Submit complete sets of audited or independently reviewed annual financial statements as detailed in this RFP.	YES - Required for due diligence process for award purposes

8.3 **Mandatory evaluation process (Gate 1)**

Only Bidders that have met the administrative prequalification criteria in Gate 0 will be evaluated in Gate 1 for mandatory evaluation. The table below contains the mandatory evaluation criteria.

If a bidder does not meet any of the mandatory evaluation criteria, the bidder will be disqualified, and the bidder's proposal will not be evaluated further.

Table 5: Mandatory evaluation criteria

	Mandatory evaluation criteria	Bidder to submit as proof
1.	The bidder must have an Occupational Medical Practitioner (doctor) that is registered with the Health Professions Council of South Africa and the South African Society of Occupational Medicine, to oversee the Medical Surveillance and Immunization and sign-off on reports that are required for services rendered.	An active/valid proof of registration with both of the following professional bodies: • Health Professions Council of South Africa. (HPCSA) • South African Society of Occupational Medicine (SASOM) NB: the registration must be valid at the closing date of the tender.
2	The bidder must have a professional nurse that is registered with the South African Nursing Council and the South African Society of Occupational Medicine	Active/valid proof of registration with both of the following professional bodies: • South African Nursing Council (SANC). • South African Society of Occupational Medicine (SASOM) NB: the registration must be valid at the closing date of the tender.

8.4 **Technical evaluation process (Gate 2)**

Only bidders that have met the prequalification and mandatory evaluation requirements will be evaluated for technical capability and functionality, strictly according to the technical evaluation. A bidder is required to provide a technical solution for the required goods and services that meet SARS' requirements, and that is financially competitive and offers value for money.

Bidders must refer to Annexure A2: Technical Evaluation Criteria for a detailed technical evaluation that will be used to evaluate the bidder.

The technical evaluation will be scored out of a total of 100 points, and bidders are required to score a minimum threshold of **70** out of 100 points to proceed to the next stage of evaluation, namely price and

B-BBEE evaluation.

8.5 Price and Specific goals evaluation (Gate 3)

In line with the requirements of the Preferential Procurement Policy Framework Act, 2000, and its Regulations, only bidders that have met mandatory evaluation criteria, in Stage 2, will be evaluated further in terms of the following preference point system::

Table 6: Price and Specific goals evaluation

	Criteria	Points
1.	Price	80
2.	Specific goals	20
	TOTAL	**100**

8.5.1 Price evaluation (Gate 3, Stage 1)

8.5.1.1 Points for the price evaluation will be calculated in accordance with the formula stated below.

8.5.1.2 Bidders are required to complete all line items in the pricing response template provided by SARS, which will be used for the price evaluation. The price should be all-inclusive for all the goods and services required in the scope of work, and bidders must ensure the completeness and accuracy of the pricing figures provided in the pricing response template. Failure to complete the pricing response template/bill of quantities may lead to a bidder scoring zero for the pricing evaluation or disqualification of the bidder.

Table 7: Pricing evaluation formula

Price evaluation formula	Points
$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$	80

Where

Ps = Points scored for price of proposal under consideration

Pt = Rand value of proposal under consideration

*P*min = Rand value of lowest acceptable proposal

8.5.2 Specific goals evaluation (Gate 3, Stage 2)

8.5.2.1 Points for the Specific goals evaluation will be allocated in accordance with a bidder's B-BBEE size. Points for Specific goals can only be awarded to a bidder who submits a valid B-BBEE certificate or sworn affidavit together with the SBD 6.1 Preference points claim form.

8.5.2.2 Bidders who do not claim preference points will be scored zero for Specific Goals.

8.5.2.3 Failure of a bidder to submit a B-BBEE certificate from a verification agency accredited by the South African Accreditation System (SANAS), a CIPC B-BBEE Certificate for Exempted Micro Enterprise (EME), or a sworn affidavit confirming annual turnover and level of black ownership in the case of an Exempted Micro Enterprise (EME) and Qualifying Small Enterprise (QSE) together with the proposal, will be interpreted to mean that preference points for Specific goals are not claimed.

8.5.2.4 The B-BBEE certificate or sworn affidavit should be submitted in the name of the bidding entity. If the proposal is submitted by an incorporated joint venture, the incorporated joint venture must submit their B-BBEE status level verification certificate or sworn affidavit. If the proposal is submitted by an unincorporated joint venture/consortium arrangement, the unincorporated joint venture/consortium must submit a consolidated B-BBEE certificate or sworn affidavit as if they were a group structure, and that such consolidated B-BBEE certificate or sworn affidavit is prepared for every separate proposal.

8.5.2.5 SARS reserves the right to request bidders to submit proof of any information, to substantiate claims made about their Specific goals.

Table 8: Specific goals points allocation

Specific goals evaluation	Points
Bidders to submit: a) A duly completed SBD 6.1 Preference point claim form, and b) A valid B-BBEE certificate or sworn affidavit.	20

The following table indicates the specific B-BBEE documents that must be submitted for this RFT to claim Specific goals points.

Table 9: B-BBEE documents checklist for Specific goals

	Classification	Turnover	Submission requirement
1.	Exempted Micro Enterprise (EME)	Below R10 million p.a.	• A sworn affidavit or certificate from CIPC.
2.	Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	• A sworn affidavit only 51% Black Ownership and above; or • A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.
3.	Large Enterprise (LE)	Above R50 million p.a.	• A copy of B-BBEE Rating Certificate from a SANAS accredited rating agency.

8.5.3 **Consolidation of price and Specific Goals evaluation (Gate 4)**

The points scored by a bidder for the price evaluation and the Specific goals evaluation will be added together to determine the overall points a bidder's proposal will score out of 100 points for the consolidated price and Specific goals evaluation and ranking of the bidders.

8.6 **Financial risk analysis**

8.6.1 SARS may conduct a financial risk analysis on the bidders.

8.6.2 The 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 annual financial statements must contain:

8.6.2.1 A statement of profit and loss and other comprehensive income;

8.6.2.2 A statement of financial position;

8.6.2.3 A statement of cash flows;

8.6.2.4 A statement of changes in equity / net assets; and

8.6.2.5 Accompanying notes.

8.6.3 The bidders are required to submit the public interest score (PIS) in compliance with the Companies Act (Act No. 71 of 2008).

8.6.4 Bidders who have been trading for less than three (3) financial periods must provide:

8.6.4.1 A letter detailing the fact, signed by a duly authorised representative of the entity;

8.6.4.2 The annual financial statements that the entity can provide, considering the period that it has

been trading; and

8.6.4.3 Any other information or documentation which would provide more clarity on the financial history of a bidder.

8.6.5 SARS reserves the right to request further information regarding the annual financial statements of a bidder at a later stage to demonstrate the potential bidder's financial capability. These will include, but are not limited to:

8.6.5.1 Management accounts;

8.6.5.2 Signed letter from a recognised financial institution confirming capital availability and bank statements; and/or

8.6.5.3 Credit rating reports (confirming capital availability or access to capital).

8.6.6 If the proposal is submitted by an *incorporated* joint venture, the *incorporated* joint venture is required to submit annual financial statements of the joint venture. If the proposal is submitted by an *unincorporated* joint venture arrangement, the *unincorporated* joint venture is required to submit annual financial statements of each of the parties to the arrangement.

8.6.7 SARS reserves the right to request a financial guarantee from the recommended bidder(s) prior to award, based on the financial risk evaluation outcome, which will be 10% of the tender value. Where the project is capital intensive and the recommended bidder(s) overall financial risk is assessed as high, SARS reserves the right to request a financial guarantee prior to award, of up to 50% of the average annual tender value, to cover the upfront costs and to enable the bidder(s) to commence with the project.

8.7 Recommended bidders' due diligence and risk assessment prior to award

8.7.1 SARS has a moral obligation to ensure that a supplier's financial position does not place public money or services at unacceptable risks and will therefore perform due diligence and risk assessment of recommended bidder(s)' prior to award.

8.7.2 Where SARS requested the annual financial statements as part of the prequalification or mandatory evaluation requirements, these will be used as a basis on assessing the financial capability of to a potential bidder. To assist in encouraging new business and in the spirit of encouraging supplier growth, SARS will engage the bidder to demonstrate any further evidence of financial risk, capacity, or capability mitigations.

8.8 Proposed Service Level Agreement

8.8.1 Any award made to a bidder under this RFP is conditional, amongst other provisions, upon SARS and such bidder concluding a written agreement within the time frame stipulated in the letter of award.

8.8.2 Bidders are requested to-

8.8.2.1 Comment on the terms and conditions set out in the draft Service Level Agreement and where necessary, propose required changes to such terms and conditions; and

8.8.2.2 Each comment and/or amendment must be explained.

8.8.2.3 All changes and/or amendments to the Service Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.

8.8.3 Upon award, SARS and the successful bidder will conclude the service level agreement which regulates the specific terms and conditions applicable to the goods and services being procured by SARS. In this regard:

8.8.3.1 SARS will enter into negotiations with the bidder with a view to concluding the agreement.

8.8.3.2 SARS will be entitled to cease negotiating with a bidder SARS, in its sole discretion, is of the opinion that: (i) the bidder is attempting to withdraw from positions or commitments made in its proposal; (ii) the bidder is not negotiating in good faith; or (iii) an agreement may not be expeditiously concluded with the bidder for any other reason.

8.8.3.3 SARS reserves the right to vary the terms and conditions of the proposed Service Level Agreement during the course of negotiations with a bidder at SARS' sole discretion.

8.8.3.4 SARS reserves the right to accept or reject any or all amendments or additions proposed by the successful bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation.

8.8.4 SARS relies upon the bidder's proposal as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder. It follows therefore that any misrepresentations in a proposal may result in legal action or other processes by SARS against the bidder, notwithstanding the conclusion of an agreement between SARS and the bidder for the provision of the goods and services in question.

8.8.5 If the successful bidder fails to sign the proposed agreement within a timeframe provided in the award letter, or as otherwise requested by SARS, calling upon it in writing to do so, SARS reserves the right to:

8.8.5.1 cancel the award to the successful bidder;

8.8.5.2 take any other action SARS deems reasonable and appropriate.

8.9 Performance Standards

- SARS will prescribe certain performance standards (Service Levels) that a successful bidder must comply with in the performance of the services.
- Failure to adhere to the Service Levels will result in SARS levying a financial penalty for the Service Level Failure.
- Multiple Service Level Failures with the SARS' prescribed Service Levels will constitute a material breach of the Service Level Agreement.
- Notwithstanding the implementation of the Service Levels and Financial Penalties, SARS reserves the right and without derogation to any other remedies it may have in law, to-
- terminate the Service Level Agreement for breach (persistent non-compliance) by the successful bidder.

9 TRUSTS, JOINT VENTURES, SUBCONTRACTING AND OTHER ARRANGEMENTS

9.1 Proof of existence of a trust, joint venture and subcontracting arrangements

9.1.1 Where, for the purposes of this RFT, a bidder submits its proposal as a trust, such bidder must submit concrete proof of the existence of a trust. SARS will accept a registered trust deed as acceptable proof of the existence of a trust. The trust deed must include amongst others:

9.1.1.1 Details of the trustees of the trust; and

9.1.1.2 Details of the beneficiaries of the trust. In instances where the beneficiary is a trust, the trust deed of that specific trust is required.

9.1.2 Where, for the purposes of this RFT, a bidder submits its proposal as a joint venture (incorporated or unincorporated), the bidder must submit the joint venture agreement, which sets forth the following details:

9.1.2.1 identification of each party to the agreement in full;

9.1.2.2 the percentage ownership of the joint venture of each party to the agreement (if applicable);

9.1.2.3 the precise functions and responsibilities which each party will fulfil in terms of the agreement. This should include details of the delimitations of scope within the goods and services to be assigned to such a party(ies);

9.1.2.4 the anticipated percentage of the revenue that the party(ies) would receive (anticipated revenue that the party(ies) would receive as a percentage of the total revenue the bidder would anticipate receiving over the term of the agreement with SARS), if the bidder is successful; and

9.1.2.5 clearly set out the roles and responsibilities of the Lead Partner and the remainder joint venture party(ies). The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party(ies) in respect of matters pertaining to the joint venture.

9.1.2.6 If a bidder is submitting a proposal in the form of an *unincorporated* joint venture, the SBD 4 Bidder's Disclosure form should be completed by each party participating in the joint venture agreement, and proof of CSD registration should be submitted for all parties participating in the joint venture for this RFP.

9.1.2.7 Joint venture members should be advised that each member will be held jointly and severally liable for the performance of the joint venture.

9.1.3 Where, for the purposes of this RFP, a bidder has or intends to subcontract areas of scope of the goods and services, bidders must note the following:

9.1.3.1 the bidder must complete paragraph 7 of the SBD 6.1 Preference point claim form. If a bidder intends subcontracting to more than one subcontractor, it must include all the relevant information in the form, or alternatively submit a separate attachment with the information required as per the Preference point claim form and reference must be made to the attachment;

9.1.3.2 the agreement will be concluded between the main contractor(s) and SARS, therefore, the main contractor(s) and not its/their subcontractor(s) will be held liable for performance in terms of its contractual obligations

9.1.3.3 the successful bidder must, at all times, be solely and entirely accountable to SARS for the performance of its contractual obligations in terms of the agreement; and

9.1.3.4 Without diminishing the bidder's accountability in any way for the delivery of the services,

including the performance standards, SARS may require: access to and transparency in the subcontracting agreements; the full details of the functions which the subcontractor will fulfil in terms of the agreement including details of the delimitations of scope within the services to be assigned to such a subcontractor; monitoring and reporting of subcontractor's participation and performance to SARS; direct participation of subcontractor(s) in the account and project planning activities; and subcontractors' representation in account governance structures and committees. SARS will, at all times, demand fair dealing in the relationship between a bidder and its subcontractor(s).

9.1.4 Any bidder, whether participating in a trust, joint venture and/or subcontracting arrangement, who participates in preparatory work on the basis of which another tender will flow, may not participate in the resultant tender because of the advantage of having been privy to the underlying preparatory work.

10 COMPLAINTS AND ALLEGATIONS

10.1.1 Should a Bidder have reasons to believe that the technical specifications are not open and/or are written for a particular bidder, brand or product; the bidder is urged to notify the Procurement Department within ten (10) days after publication of the bid.

10.1.2 Any suspicious calls asking for upfront payment to secure an award of a bid or in lieu of claims that the outcome of a tender can be influenced towards your company, please immediately inform the *SARS Fraud/Anti-Corruption* Hotline at *0800-002870* for further investigation.

10.1.3 The "SARS hotline" further provides an anonymous reporting channel for any unethical behaviour that a bidder wants to report.

11 GENERAL CONDITIONS OF BIDDING

11.1 By bidding, a bidder, is deemed to have accepted all terms and conditions of this RFP; and is further deemed to have accepted that if successful, any award made will be made subject to the terms and conditions of this RFP.

11.2 **Reservation of rights**

11.2.1 In addition to any rights which SARS has reserved to itself in this document or any other document in the RFP pack, SARS reserves the right in its sole discretion to:

11.2.1.1 make no award, or to accept part of a proposal rather than the whole;

11.2.1.2 withdraw, or cancel this RFP;

11.2.1.3 amend, vary, or supplement any of the information, terms or requirements contained in this RFP, any information or requirements delivered pursuant to this RFP, or the structure of the RFP process;

11.2.1.4 schedule additional briefing sessions / site inspections, and to conduct site visits, site inspections, product evaluations, local content evaluations, and/or perform audits on any bidder whenever SARS deems it prudent to do so;

11.2.1.5 no longer consider a bidder's proposal where adverse information about the bidder or its proposal submission has come to the attention of SARS, provided that such bidder is informed accordingly and afforded an opportunity to object;

11.2.1.6 subject to applicable legislation, award a proposal based on which bidder is offering the best value for money, even if such proposal is not scored the highest points during the evaluation;

11.2.1.7 conduct a risk assessment of a bidder's capability to deliver the goods and perform the services in accordance with the specified service levels and/or achieve SARS' objectives;

11.2.1.8 request clarification or verification in respect of any information contained in or omitted from a bidder's proposal, which SARS may do either in writing or at a meeting convened with the bidder for that purpose;

11.2.1.9 conduct a due diligence on any bidder or its subcontractor, which may include interviewing customer references or performing other activities to verify information and capabilities submitted, claimed, or otherwise, (including visiting a bidder's, subcontractors, or customer reference premises, sites and/or facilities to verify certain stated facts or assumptions). The bidder will be obliged to grant SARS with all such access, assistance and/or information as SARS may reasonably request. The bidder must respond within the timeframes set by SARS, failing which SARS reserves the right not to consider the bidder's proposal any further; and/or

11.2.1.10 request presentations from such short-listed bidders. All costs relating to the preparation of such presentations will be borne by the bidders.

11.2.2 SARS will disqualify any bidder, who:

11.2.2.1 has been found guilty in a court of law or administrative or regulatory authority having appropriate jurisdiction on charges of unethical or improper conduct, regardless of whether or not a prison term or penalty was imposed;

11.2.2.2 is listed on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers; or

11.2.2.3 whose tender contains a misrepresentation which is materially incorrect or misleading.

11.2.3 Bidders' own conditions

11.2.3.1 Bidders may not come up with their own terms and conditions, counter conditions, modify or vary any of the terms, conditions or requirements herein. SARS may disqualify any bidder who fails to comply with this clause.

11.3 Conflict of interest

11.3.1 If at any time a bidder identifies an actual or potential conflict of interest, the bidder must immediately notify SARS in writing. SARS reserves the right to exclude the proposal submitted by such bidder from further consideration unless the bidder is able to resolve the conflict to SARS' satisfaction. If it comes to SARS' knowledge that there was indeed a conflict of interest or a potential conflict of interest, same will be grounds for the immediate disqualification of the bidder.

11.4 Confidentiality

11.4.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, information contained in a bidder's proposal(s) may not be disclosed by any bidder, other than to a person officially involved with SARS' examination and evaluation of a proposal.

11.4.2 Throughout this RFP process and thereafter, the 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 RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and such legal action as SARS may deem suitable.

11.5 Fronting

11.5.1 SARS supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in

accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background SARS condemns any form of fronting.

11.5.2 SARS, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries / investigations to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder / contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies SARS may have against the bidder / contractor concerned.

11.6 **Liability**

11.6.1 The successful bidder shall be liable to SARS, where SARS has suffered any direct damages and/or losses as a result of the successful bidder's failure to observe its obligations in terms of the Services Agreement.

11.6.2 The successful bidder shall further be liable to SARS for all indirect and consequential or special damages and/or losses suffered by SARS as a result of gross negligence, wilful misconduct or breach by the successful bidder or its Key Personnel of confidentiality provisions in the Services Agreement, breach of Applicable Laws, infringement of third-party intellectual property rights or a criminal act committed by the successful bidder, Key Personnel or any employee of the successful bidder.

11.7 **Insurance**

11.7.1 The successful bidder must, on or before the commencement date of the Services Agreement and for the duration thereof, have and maintain adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which must include, without limitation, a professional indemnity insurance cover against all actions, suits, claims or other expenses arising in connection with damages or Losses for which it is liable in terms of the Services Agreement.

11.8 **Indemnity**

11.8.1 If a bidder breaches any condition of this RFP 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 RFP 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.

11.8.2 A successful bidder shall indemnify, hold harmless and agree to defend SARS and its officers, employees, agents, successors-in-title, and assigns, from any and all Losses arising from, or in connection with, any of the following-

11.8.2.1 Third party claims attributable to any breach of the provisions of the Services Level Agreement by the successful bidder;

11.8.2.2 Third party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the successful bidder or its employees and claims attributable to errors and/or omissions;

11.8.2.3 Third party claims arising from or related to the death or bodily injury of any SARS agent, employee, business invitee, or business visitor or other person on SARS's premises caused by the negligent acts or omissions of the successful bidder or its employees; and

11.8.2.4 Third party claims arising from damage to property owned or leased by SARS or a third party caused by the successful bidder's or its employees' negligence or misconduct.

11.9 Intellectual property

11.9.1 SARS retains ownership of all intellectual property rights in the documents that form part of this RFP. Bidders will retain the intellectual property rights in their proposals but grant SARS the right to make copies.

11.10 Limitation of liability

11.10.1 A bidder participates in this RFP process entirely at its own risk and cost. SARS will 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 RFP process.

11.11 Preparation costs

11.11.1 A bidder will bear all its costs in preparing, submitting, delivering, and presenting any response or proposal to this RFP and all other costs incurred by it throughout the RFP process. No statement in this RFP 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 RFP.

11.12 **Precedence**

11.12.1 The terms and conditions of this document will prevail over any information provided during any briefing session or communication, whether oral or written, unless such information is official written communication, as set out per the Communication paragraph in this document, and that such information expressly states that it amends this document.

11.13 **Responsibility for bidder's personnel and subcontractors**

11.13.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives of a bidder), its subcontractors (if any), and personnel of its subcontractors comply with all the terms and conditions of this RFP.

11.13.2 If SARS allows a bidder to make use of subcontractors, such subcontractors will at all times remain the responsibility of the bidder and SARS will not under any circumstances be liable for any losses or damages incurred by such subcontractors.

11.13.3 The proposal shall however be awarded to the bidder as a primary contractor who shall be responsible for the management of the awarded proposal. No separate contract shall be entered into between SARS and/or its client and any such subcontractors.

11.13.4 If a bidder includes evidence of experience of individuals that are not currently employed by the said bidder, then the bidder is required include in their submission a letter or agreement from the respective individual whose evidence of experience is included in the proposal, that the individual is aware and is in agreement that their evidence of experience may be included for tendering purposes, and that the said individual confirms to commit and will make him/herself available for the contract period should the contract be awarded.

11.13.5 If a bidder includes experience of an entity other than the bidder itself, then the bidder must include in their submission a letter or agreement from the respective entity that the entity is aware and agrees that their experience may be included for tendering purposes. Copies of the signed agreements between the relevant parties must be attached to the proposal responses

11.14 **RFP not an offer**

11.14.1 This RFP does not constitute an offer to do business with SARS, but merely serves as an invitation to bidders to facilitate a requirements-based decision process. Nothing in this RFP or any other communication made between SARS (including its officers, directors, employees, advisers and representatives) is a representation that SARS will offer, award or enter into an agreement with the bidder.

11.15 SARS' oath / declaration of secrecy

11.15.1 SARS has a Policy in terms of which the successful bidder; key personnel or any other personnel as may be determined by SARS will be required, upon award, to individually take a mandatory oath / declaration of secrecy. The award will therefore be made subject to the condition that the successful bidder along with the personnel referred to above comply with the aforementioned Policy.

11.16 Screening and vetting of a bidder

11.16.1 Acceptance of a bidder's proposal is subject to the condition that both the successful bidder and its personnel providing the goods and services, must be screened and cleared by the appropriate authorities to the grade of clearance in line with SARS Policy.

11.16.2 Obtaining the necessary clearance is the responsibility of the successful bidder concerned. If the successful bidder appoints a subcontractor, the same provisions and measures will apply to the subcontractor.

11.16.3 The bidders shall supply and maintain a list of personnel involved on the project indicating their clearance status.

11.17 Tax compliance

11.17.1 No bid will be awarded to a bidder who is not tax compliant. As part of good governance, directors/owners of the bidding entity are encouraged to also maintain their tax compliance status.

11.18 Tender defaulters and restricted suppliers

11.18.1 No bid will be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the National Treasury's Register for Tender Defaulters or the National Treasury's Database of Restricted Suppliers.

11.19 Local production and content

11.19.1 SARS supports and promotes local production and local content, environmentally friendly products, and sustainable sourcing.

11.19.2 To enable this objective to be adequately assessed and as part of contract management, bidders shall

11.19.3 advise SARS of its local and regional strategy and its initiatives to involve, support and use local/regional entities and workforce.

11.19.4 The appointed supplier shall provide and use, for the performance of this contract, local subcontractors or locally acquired materials, equipment and facilities, to the extent available and within reasonable costs, to produce the quality and quantity of work and materials required by this RFP.

11.20 Validity of information

11.20.1 SARS has made reasonable efforts to ensure the accuracy of the information contained in this RFP. However, neither SARS, nor its employees, officers, advisers or agents will be liable (directly or otherwise) to a bidder or any third party for any inaccuracy or omission of any information in the RFP or in respect of any additional information SARS may provide to a bidder as part of the RFP process.

11.20.2 A bidder is deemed to have examined this RFP and any other information supplied by SARS to the bidder and to have satisfied itself as to the correctness and sufficiency of such information before submitting any of its responses.

11.21 Governing law

11.21.1 This RFP and any resultant agreement shall be governed by the laws of the Republic of South Africa.

12 CHECKLIST OF RETURNABLES

Table 10: Checklist of returnable documents

	Checklist of returnable documents	Comply	Do not comply	Refer to page #
1.	An original, a copy and an electronic RFP proposal has been submitted for this RFP.			
2.	The pricing information is included as a separate file (File 2) and is not included in the technical file (File 1).			
3.	The tender proposal has been organised as per the format required for this tender (paragraph 6).			
4.	SBD 1: Invitation to bid form has been fully completed and signed.			
5.	SBD 4: Bidder's Disclosure has been fully completed and signed.			
6.	SBD 6.1: Preference points claim form has been fully completed and signed.			
7.	Annexure A1: SARS' minimum mandatory risk cover types			
8	Proof of registration on the Central Supplier Database (CSD) has been submitted and tax status is "compliant".			
9.	General Conditions of Contract (GCC) has been completed and signed.			
10.	A complete set of three (3) most recent audited / independently reviewed financial statements has been included.			
11.	All the mandatory evaluation requirements have been submitted with this bid.			

	Checklist of returnable documents	Comply	Do not comply	Refer to page #
12.	All the technical evaluation requirements have been submitted with this bid.			
13.	All the pricing evaluation requirements have been submitted with this bid and the pricing template			
14.	All the B-BBEE evaluation requirements have been submitted with this bid.			