



REFERENCE: RFP 0041-2019

REQUEST FOR PROPOSALS

DESCRIPTION:

**PROVISION OF SECURITY SERVICE FOR SARS – CATEGORY C:
NATIONAL GUARDING SECURITY SERVICES FOR SARS SITES**

DATE ISSUED: 06 MARCH 2020

CLOSING DATE: 06 APRIL 2020 AT 11H00

TENDER BOX:

**GROUND FLOOR, LINTON HOUSE
BROOKLYN BRIDGE
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BROOKLYN
PRETORIA**

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TABLE OF CONTENTS

1. INTRODUCTION	3
2. OBJECTIVES OF THIS BID.....	4
3. LEGISLATIVE METHODOLOGY OF THIS BID	5
4. BRIEFING SESSIONS	5
5. DURATION OF CONTRACT.....	7
6. TIMELINE OF THE BID PROCESS	7
7. COMMUNICATION DURING BID PROCESS	8
8. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION.....	8
9. SERVICES' REQUIREMENTS OF THIS BID	9
10. SUBMISSION OF BID PROPOSALS.....	28
11. EVALUATION AND SELECTION CRITERIA.....	30
12. PRE-QUALIFICATION CRITERIA	30
13. MANDATORY REQUIREMENTS.....	31
14. TECHNICAL EVALUATION.....	33
15. PRICING AND B-BBEE EVALUATION	34
16. SELECTION AND APPOINTMENT.....	38
17. AGREEMENTS	38
18. CONDITIONS OF AWARD	39
19. DUTIES OF BIDDER(S) AFTER AWARD.....	40
20. SPECIAL CONDITIONS OF THE BID PROCESS	40
21. THE BID PROPOSALS' SUBMISSION FORMAT	47

ANNEXURE A – TECHNICAL SCORECARD

ANNEXURE B – PRICING SCHEDULE

ANNEXURE C – SARS PROPOSED MASTER SERVICES AGREEMENT

ANNEXURE D – SERVICE LEVELS AND FINANCIAL PENALTIES

ANNEXURE E – BIDDERS' COMPLIANCE CHECKLIST

ANNEXURE F – LETTER OF GOOD STANDING EXAMPLE

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, people, and general physical security at SARS Sites is of pivotal importance due to the nature of the operations and activities of SARS. The successful Bidder(s) will be required to provide guarding services to SARS Sites in the region(s) they are allocated. For logistical reasons and management of the Services, SARS divided the SARS Sites into **three (3) regions** as shown in the table below.

Table 1A

Region A	<ul style="list-style-type: none"> • Gauteng North including Witbank • Limpopo and Mpumalanga Provinces,
Region B	<ul style="list-style-type: none"> • North West and Free State Provinces, including Kimberley • Gauteng South, including Standerton
Region C	<ul style="list-style-type: none"> • KwaZulu-Natal Province • Western Cape and Northern Cape Provinces, excluding Kimberley • Eastern Cape Province

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**.

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** for a period as contemplated in **paragraph 5** below, provided that SARS shall have the absolute right, to be exercised in its sole discretion, to vary the service coverage hours of the Services. In such event, the successful Bidder(s) shall reduce the number of Security Officers and its fees in accordance with the changed requirements of SARS.



The SARS National Security Management Unit (NSMU) will co-ordinate the management of the Services at a national level. The successful Bidder will be accountable nationally to the PSM, notwithstanding performing the Services at regional level, and operationally reporting to a SARS Authorised Representative or his/her appointed delegate. 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 **B-BBEE status levels 1 and 2** who will, amongst others:

- 2.1.1 Be registered as a security service provider with the Private Security Industry Regulatory Authority (PSIRA);
- 2.1.2 Deliver a quality and professional security service, including value-for-money for SARS;
- 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 Provide properly trained and registered Security Officers, as per the PSIRA requirements;
- 2.1.5 Provide honest and properly screened security Personnel;
- 2.1.6 Professionally manage Security Officers deployed at all SARS Sites; and
- 2.1.7 Assume full liability for direct damages, as well as indirect / consequential / special damages incurred by SARS due to the malicious, intentional, fraudulent, reckless or grossly negligent acts or a breach of the confidentiality provisions of the MSA by the contracted Bidder(s).

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. BRIEFING SESSIONS

All interested Bidders are invited to attend briefing sessions to be held at the following venues, dates and times:

EAST LONDON

VENUE: SARS Waverly Building
33 Phillip Frame Avenue
East London

TIME: **16 March 2020 at 10:00am**

KWAZULU-NATAL

VENUE: 29 Equinox Drive
Umhlanga Ridge
Durban
TIME: **17 March 2020 at 10:00am**

WESTERN CAPE

VENUE: Project 166
22 Hans Strijdom Avenue
Cape Town
TIME: **18 March 2020 at 10:00am**

GAUTENG

VENUE: Block A, Riverwalk Office Park
4 Matroosberg Street
Ashlea Gardens
Pretoria
TIME: **20 March 2020 at 10:00am**

BLOEMFONTEIN

VENUE: 88 Zastron Street
Bloemfontein
TIME: **23 March 2020 at 10:00am**

POLOKWANE

VENUE: Room 259
40 Landros Mare Street
Polokwane
TIME: **24 March 2020 at 11am**

5. DURATION OF CONTRACT

- 5.1 The MSA will run for an initial fixed period of twelve (12) months (Initial Period), and thereafter, subject to **paragraph 5.2** below, run on a month to month basis, for a period not exceeding twelve (12) months. Should the MSA run for a period of twelve (12) months after the Initial Period, the MSA will then terminate due to effluxion of time on the last day of the twelve (12) months period, and SARS will not, in that event, give any notice of termination to the successful Bidder.
- 5.2 SARS may, at any time during the subsistence of the MSA, after the Initial Period, take an executive decision, based on its operational requirements, to terminate the MSA on thirty (30) calendar days' notice to the successful Bidder.
- 5.3 It is therefore specifically recorded that termination envisaged in **paragraph 5.2** would be triggered by an executive decision taken by SARS, based on SARS's operational requirements, as opposed to contractual performance related issues and other reasons for termination envisaged in the contract, which will be managed in terms of the applicable clauses in the MSA.

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	06 March 2020
Advertisement of the Bid on the eTender website	06 March 2020

Activity	Due Date
Distribution of Bid documents on the SARS website	09 March 2020
Briefing sessions (various sites, as specified above)	16 - 24 March 2020
Questions relating to the Bid from Bidders	23 - 27 March 2020
SARS's response to questions posed by Bidders	31 March 2020
Bid closing date	06 April 2020 at 11H00
Notice to Bidder(s)*	*April 2020

* 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, Mr Andre Taljaard (Procurement Tender Office) via email at tenderoffice@sars.gov.za. SARS will only accept written enquiries sent to the above email address.

8. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

The prospective bidder(s) must be registered on the National Treasury Central Supplier Database (CSD) as per National Treasury Circular No. 4A of 2016/2017 – Central



Supplier Database.

National Treasury maintains a database for all suppliers for Government and its institutions; and prospective bidders 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 Deploy Security Officers to SARS Sites, who are certified in terms of applicable legislation especially the PSIRA;

9.1.1.2 Physical guarding of SARS's premises, assets and buildings, as prescribed by SARS;

9.1.1.3 On-site patrolling of SARS's buildings and premises at specified sites;

9.1.1.4 Monitor security systems at designated SARS control rooms;

9.1.1.5 Operate security tools and equipment provided by SARS;

9.1.1.6 Effectively respond to Emergencies;

9.1.1.7 The detection of and response to Security Incidents;



9.1.1.8 Record, investigate and report Security Incidents and recommend solutions within prescribed timeframes;

9.1.1.9 Provide daily, weekly and monthly reports outlining Security Incidents and Emergencies, per SARS Site. The daily, weekly and monthly reports must be submitted to the SARS Authorised Representative or his/her appointed delegate;

9.1.1.10 Develop and implement security plans in line with SARS policies, procedures and standards; and

9.1.1.11 Conducting proactive and reactive site risk assessments in line with SARS's operational requirements for submission to the SARS Authorised Representative or his/her appointed delegate.

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

The Services **MUST** be provided on a **24 hours, 7 days a week and 365 days a year or as agreed**. Provided that SARS shall have the absolute right, to be exercised in its sole discretion, to vary the service coverage hours of the Services. In such event, the successful Bidder(s) shall reduce the number of Security Officers and its fees in accordance with the changed requirements of SARS.

9.3 Security Vetting Prior to Appointment to Deliver the Services

The award of a bid is conditional on the shortlisted successful Bidders passing security vetting by SARS. In this regard the provisions of **paragraph 9.4.2** below must be complied with.

9.4 Continuous Security Vetting Requirements

9.4.1 SARS reserves the right at its sole and absolute discretion to do a security



check (vetting) on the successful Bidder, its Directors and Personnel involved with the performance of the Services.

- 9.4.2 The successful Bidder will procure from its Security Officers deployed at SARS Sites such consents and documentation as may be reasonably requested by SARS, to enable SARS to conduct such security checks as aforementioned.
- 9.4.3 Security vetting shall include, but not be limited to, checks on criminal records, credit references and identity documents.
- 9.4.4 Where SARS, in its sole discretion, finds any of the successful Bidder's Personnel to be a security risk, SARS will inform the successful Bidder accordingly in writing and the successful Bidder will be required to immediately remove such Personnel.
- 9.4.5 Failure to effect such a replacement of the successful Bidder's Personnel, with a suitably trained and equally graded substitute within a period of twelve (12) hours after having been so informed by SARS, will constitute a Performance Failure.
- 9.4.6 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 9.4.2**.
- 9.4.7 The successful Bidder shall conduct a criminal status screening of its Security Officers deployed at SARS annually, and SARS may at any time verify the results of such security vetting.

9.5 **Successful Bidders' Personnel**

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



9.5.1 Relevant Registration, Certification and Identification Cards

- 9.5.1.1 All Security Officers must be registered with PSIRA.
- 9.5.1.2 All Security Officers must have a working knowledge of evacuation procedures in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993).
- 9.5.1.3 The successful Bidder must issue an Identification Card to Security Officers deployed at SARS Sites containing as a minimum, the name, surname and PSIRA registration number of the relevant Security Officer.
- 9.5.1.4 All Security Officers must always wear their Identification Cards, or any SARS issued Identification Card, in a clear and visible manner.

9.5.2 Uniforms

- 9.5.2.1 Security Officers must wear an appropriate uniform at all times whilst performing the Services at SARS Sites.
- 9.5.2.2 The successful Bidder must issue sufficient uniforms (a minimum of 3 sets per posting / duty roster) to ensure Security Officers are presentable at all times, without recovering the uniform costs from the Security Officers.
- 9.5.2.3 The uniforms of the Security Officers must be clean and worn properly at all times.

9.5.3 Training

- 9.5.3.1 The successful Bidder must ensure that-
 - 9.5.3.1.1 All Personnel must undergo an induction and refresher training program on SARS policies, procedures and site



procedures before deployment;

9.5.3.1.2 All Personnel must undergo and attend refresher courses on basic security, as prescribed by PSIRA; and

9.5.3.1.3 All training and induction must be recorded and signed by the Security Officers in the Occurrence Book, as well as the SARS Site Management File.

9.5.4 Acts that are Prohibited Whilst on Duty

9.5.4.1 The successful Bidder's Security Officers must not-

9.5.4.1.1 Consume alcohol, take illegal drugs, or possess such substances whilst on duty;

9.5.4.1.2 Report for duty whilst under the influence of any intoxicating substance;

9.5.4.1.3 Sleep whilst on duty;

9.5.4.1.4 Leave a post unattended without the superior's permission;

9.5.4.1.5 Fight on site and argue without reason in view of SARS's employees or visitors;

9.5.4.1.6 Be dishonest at any time during the contract term;

9.5.4.1.7 Commit a Security Incident;

9.5.4.1.8 Aid and/or abet in the commission of a Security Incident;

9.5.4.1.9 Use or remove SARS's equipment without permission;



9.5.4.1.10 Use unauthorised electronic devices or illegal electronic connections;

9.5.4.1.11 Allow access to SARS Sites without authority by-

9.5.4.1.11.1 Using a Security Officer's access card to allow access when a SARS employee or visitor does not possess an access card;

9.5.4.1.11.2 Opening a door physically, allowing access without querying the identification of the person entering; or

9.5.4.1.11.3 Failing to report an item carried by a person which obviously requires authority e.g. Weapons, laptop computers, etc.; and

9.5.4.1.12 Read SARS's Confidential Information and/or Taxpayer Information.

9.6 **Management Responsibilities**

9.6.1 Management and supervisors must ensure the following:

9.6.1.1 All Security Officers assigned at SARS Sites are properly trained, fit-for-purpose, reliable, of reputable background, of sound character and able to perform their duties;

9.6.1.2 Parades of Security Officers are conducted during each shift change and all handovers are done timeously without interruption of the Services;

9.6.1.3 Security Officers must conduct handover reporting to the incoming shift without compromising security operations;



- 9.6.1.4 All Security Officers deployed at SARS do not have criminal records;
- 9.6.1.5 All Security 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. The successful Bidder shall take all necessary steps to ensure that its Personnel selected for assignment in terms of the MSA are trained;
- 9.6.1.6 All Security Officers, do not conduct themselves in a dishonest manner;
- 9.6.1.7 All Security Officers adhere to the dress code regulations, SARS safety and security policies, and post descriptions;
- 9.6.1.8 All Security Officers assigned to SARS Sites, are of the required security level grading;
- 9.6.1.9 The Security Officers are aware of all instructions issued by the relevant SARS Authorised Representative or his/her appointed delegate and it is recorded in both the Occurrence Book and instruction book, and signed by each Security Officer allocated to SARS Sites;
- 9.6.1.10 The Security Officers acquaint themselves with the contents of the Site Management File issued by the relevant SARS Authorised Representative or his/her appointed delegate;
- 9.6.1.11 Partially or uncovered shifts for Security Officers are reported to a SARS Authorised Representative or his/her appointed delegate immediately and that replacements are trained on SARS Site instructions and procedures, as per **paragraph 9.8.6.5** below;



- 9.6.1.12 The SARS Authorised Representative or his/her appointed delegate is advised in writing when Security Officers are removed from or leave a SARS Site for any reason whatsoever;
 - 9.6.1.13 All Security Officers conduct personal searches within the confines of the law, and according to standard operating procedures and instructions;
 - 9.6.1.14 Incident investigation reports are prepared and submitted to the relevant SARS Authorised Representative or his/her appointed delegate within **four (4) hours** of the Security Incident or Emergency occurring, as per **paragraph 9.8.2** below;
 - 9.6.1.15 The successful Bidder's Personnel are available when a SARS Security Operations Centre makes contact regarding an Security Incident or Emergency at a SARS Site, as per **paragraph 9.8.1** below;
 - 9.6.1.16 Security Officers must respond to all triggered alarms at a SARS Site, immediately; and
 - 9.6.1.17 That all exceptions to SARS's requirements must be approved in writing by SARS, **prior** to their implementation.
- 9.6.2 The successful Bidder must comply with the following invoicing principles-
- 9.6.2.1 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;
 - 9.6.2.2 Each invoice shall contain-
 - 9.6.2.2.1 A description of Services rendered; and
 - 9.6.2.2.2 Any such details as may be reasonably requested by



SARS from time to time;

- 9.6.2.3 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;
 - 9.6.2.4 Deliver all invoices to the SARS office designated by SARS from time to time;
 - 9.6.2.5 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
 - 9.6.2.6 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.
- 9.6.3 The Management of the successful Bidder must ensure that a copy of the personnel file of Security Officers assigned to a SARS Site is always available to SARS **prior** to the deployment. 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. The personnel file must at a minimum contain the following-
- 9.6.3.1 Security training certificates, polygraph pre-employment results, integrity evaluation record and PSIRA registration certificates;
 - 9.6.3.2 A copy of a grading certificate, performance history, copy of the security identification (PSIRA) and a certified copy of the identity document;
 - 9.6.3.3 A completed SARS Oath / Affirmation of Secrecy form, copies of



qualifications and a medical fitness certificate;

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

9.6.3.5 A copy of all credit references.

9.7 Management Meetings

9.7.1 The successful Bidder is expected to allocate a Contract Manager on a non-exclusive basis to SARS for operational matters.

9.7.2 The successful Bidder must provide SARS with a monthly report containing a consolidated record of all Security Incidents and Emergencies at SARS Sites during a month on a template specified by SARS. The report will be validated and quality controlled by the Contract Manager.

9.7.3 The successful Bidder's Contract Manager and the relevant SARS Authorised Representative or his/her appointed delegate shall meet for a minimum of once a month or as and when required.

9.7.4 The successful Bidder's Chief Executive Officer and SARS's Authorised Representative or his/her appointed delegate shall meet a minimum of once every six (6) months to discuss the overall performance of Services.

9.7.5 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 the Standard Operating Procedures submitted by the successful Bidder, which shall include as a minimum: rostering / scheduling, dress code and code of conduct.

9.7.6 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.



9.7.7 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.

9.7.8 SARS may call an unscheduled meeting with the successful Bidder or its Contract Manager to discuss any matter regarding the performance of Services, at its sole discretion. **Paragraphs 9.7.6 and 9.7.7** above, shall apply to such meetings as well.

9.8 Successful Bidder's General Obligations

9.8.1 Availability of Personnel for Purpose of the Services

The successful Bidder must ensure that its Personnel must be available when a SARS Authorised Representative or his/her appointed delegate contacts the successful Bidder regarding the Services.

9.8.2 Reporting of Security Incidents and Emergencies

9.8.2.1 The successful Bidder shall further comply with the following requirements-

9.8.2.1.1 Ensure that Security Incidents and Emergencies at a SARS Site are fully recorded;

9.8.2.1.2 Record the incident and immediately report the details of the incident, as relayed by the Security Officer at the SARS Site, to the relevant SARS Security Operations Centre including the following information:

9.8.2.1.2.1 Date of incident;

9.8.2.1.2.2 Details of the Security Officer who attended to the incident;



- 9.8.2.1.2.3 Details of the control room officer the incident was reported to;
 - 9.8.2.1.2.4 Details regarding the findings of the Security Officer; and
 - 9.8.2.1.2.5 Occurrence Book number;
- 9.8.2.1.3 Prepare an incident report within four (4) hours after every incident for SARS's perusal. The incident report contain the following information-
- 9.8.2.1.3.1 Date of incident;
 - 9.8.2.1.3.2 Details of the Security Officer who attended to the incident;
 - 9.8.2.1.3.3 Details and designation of the persons the incident was escalated to;
 - 9.8.2.1.3.4 Address of the SARS Site where the Security Incident or Emergency occurred;
 - 9.8.2.1.3.5 Details regarding the incident;
 - 9.8.2.1.3.6 Preliminary recommendations regarding the incident;
 - 9.8.2.1.3.7 An incident number; and
 - 9.8.2.1.3.8 Corresponding Occurrence Book number; and



9.8.2.1.4 In respect of Security Incidents, the successful Bidder shall-

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

9.8.2.1.4.2 Submit the full investigation report to the SARS Authorised Representative or his/her delegate within one (1) day of the Security Incident or such shorter time as SARS may prescribe, in its absolute discretion.

9.8.3 **Maintenance of Occurrence Books**

The successful Bidder shall further comply with the following requirements-

9.8.3.1 The successful Bidder shall acquire and keep a log book ("Occurrence Book") at each and every SARS Site and accurately record therein as prescribed by **paragraphs 9.8.3.2, 9.8.4.2 and 9.8.4.3** below, as well as all activities performed by the Security Officers on site, including the times when the activities were performed;

9.8.3.2 All patrols must be recorded in the Occurrence Book and entries made detailing what was observed during the patrol, per patrol pattern / plan on site;

9.8.3.3 All Occurrence Books at SARS Sites must be assigned a serial number, per SARS Site, and once completed shall be stored by the successful Bidder for the duration of the contract term. Subsequent Occurrence Books, per SARS Site, shall be assigned a sequential serial number; and



- 9.8.3.4 SARS shall have access to all Occurrence Books, upon request, and all Occurrence Books shall become the property of SARS on termination of the MSA.

9.8.4 **Site Visits by Security Supervisors and Management**

- 9.8.4.1 The successful Bidder must ensure that its Personnel designated as supervisors and/or managers conduct the following visits on a SARS Site-

- 9.8.4.1.1 Manager - day shift

- Eight (8) site visits per month;

- 9.8.4.1.2 Manager - night shift

- Eight (8) site visits per month;

- 9.8.4.1.3 Supervisor - day shift

- Thirty (30) to thirty-one (31) site visits per month; and

- 9.8.4.1.4 Supervisor - night shift

- Thirty (30) to thirty-one (31) site visits per month [minimum of one (1) per night].

- 9.8.4.2 The supervisors and managers of Security Officers shall conduct quality site visits and will be required to-

- 9.8.4.2.1 physically monitor the guarding posts and conduct inspections of Security Officers by asking them pertinent questions in this regard;

- 9.8.4.2.2 check the Security Officers' appearance and level of alertness;

- 9.8.4.2.3 ensure that all Security Incidents and Emergencies are reported and recorded in the Occurrence Book;



9.8.4.2.4 inspect the Occurrence Book and, discuss and clarify any Security Incidents and Emergencies recorded therein; and

9.8.4.2.5 sign the Occurrence Book and record all non-compliance of SARS Site Officers with their obligations and duties.

9.8.4.3 The full details of the occurrence of the site visits shall be recorded in the Occurrence Book.

9.8.4.4 The successful Bidder must further ensure that there is a specific site visit register kept at SARS Sites and the register contains the following information-

9.8.4.4.1 Date and time of visit;

9.8.4.4.2 Confirmation that the site visits were conducted in accordance to the minimum requirements set out in **paragraph 9.8.4.1** above;

9.8.4.4.3 Details of the Supervisor or Manager who conducted the site visit; and

9.8.4.4.4 An Occurrence Book number.

9.8.4.5 The site visit register will be inspected by SARS as and when required. All registers utilised at SARS Sites are the property of SARS and must be handed over to the SARS Authorised Representative or his/her appointed delegate upon request.

9.8.5 **Emergency Evacuation Plan**

9.8.5.1 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-

- 9.8.5.1.1 A SARS Site emergency plan;
- 9.8.5.1.2 Emergency telephone numbers;
- 9.8.5.1.3 Site escalation procedures;
- 9.8.5.1.4 Basic Fire Fighting skills;
- 9.8.5.1.5 Basic First Aid skills;
- 9.8.5.1.6 Basic Occupational Health and Safety procedure;
- 9.8.5.1.7 Basic reaction procedures to power failures on a SARS Site;
- 9.8.5.1.8 Evacuation plans of the SARS site where the Security Officer is stationed; and
- 9.8.5.1.9 A SARS Site Management File.

9.8.6 Partly Covered or Uncovered Shifts

- 9.8.6.1 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.
- 9.8.6.2 Whenever a Security Officer is late or absent for a shift, the incident must immediately be reported to the SARS Authorised Representative or his/her appointed delegate and a replacement must be deployed on a site within one (1) hour.
- 9.8.6.3 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.

9.8.6.4 The replacement Security Officer must be of the same quality and grading level as the absent Security Officer.

9.8.6.5 The replacement Security Officer must be trained on SARS Site instructions and procedures, prior to the placement.

9.8.6.6 Contingency plans must be developed and implemented at all SARS Sites in relation to short or late postings.

9.8.7 **Change and Replacement of Security Officers**

9.8.7.1 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.

9.8.7.2 Whenever a Security Officer is absent for a shift, a replacement must be deployed on site within the timelines set out in **paragraph 9.8.6.2**.

9.8.7.3 **Paragraphs 9.8.6.4 and 9.8.6.5** above shall apply with regard to the replacement Security Officer.

9.8.8 **Communication**

9.8.8.1 The successful Bidder must ensure that Security Officers have a minimum of one (1) cellular telephone per site, which must be fully functional at all times.

9.8.9 **Security Equipment**

9.8.9.1 The successful Bidder must ensure that-



9.8.9.1.1 all patrol plans are adhered to at all times; and

9.8.9.1.2 any of its Security Equipment used or resources deployed at SARS Sites to perform the Services are declared at all times in the Occurrence Book.

9.8.9.2 The successful Bidder shall conduct inspections of all Security Equipment deployed on SARS Sites. Should any of SARS's Security Equipment fail to be fully functional at any point during the contract term, the successful Bidder must ensure that it is immediately reported to SARS to ensure a replacement is provided, in order to prevent an interruption of the Services.

9.8.9.3 All stationery in relation to the Security Officers' duties must be provided by the successful Bidder.

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 Officer deployed at SARS in terms of this RFP. Withholding such information shall constitute a serious breach of the MSA.

9.10 Information Detrimental to SARS's Security

The successful Bidder shall immediately inform the SARS's 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 reasonable written requests and instructions by the SARS's Authorised Representative or his/her appointed delegate.

9.12 Removal of Information / Property

The successful Bidder's Personnel must not remove any SARS Confidential and/or Taxpayer Information (irrespective of the media it is contained in) or SARS's property without the written authority of the SARS's Authorised Representative or his/her appointed delegate.

9.13 Performance Standards

9.13.1 SARS has determined certain minimum performance standards (Service Levels), the adherence to which is **deemed crucial** to the 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; or

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.

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 of 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 **FOR EACH REGION** that the Bidder intends to render the Services to SARS, must be in the format



prescribed in **paragraph 21** 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 and letter” (as published in this RFP document) must be written on the outside of the package.
- 10.8 The Bidders(s) are required to submit two (2) hard copies of each file (original plus one copy thereof) and one (1) CD-ROM / USB with the contents of each file by **06 April 2020 at 11H00**.
- 10.9 Each file and CD-ROM / USB 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 / USB 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 FOR EACH REGION that the Bidder intends to render the Services to SARS• 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 read and 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 / Sworn Affidavit • 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 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).

11.2 The minimum standards consist of the following-

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

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

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

11.2.4 Price and B-BBEE 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
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 paragraph 7 of the SBD 6.1. The SBD 6.1 form should also be signed.
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.
SARS Oath / Affirmation 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.
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.
Audited / Independently Reviewed Financial Statements	YES – Please submit as required by paragraph 21.4 below.

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, mandatory criteria have been introduced for preferential procurement.

In addition, the mandatory criteria may stipulate that only one or more of the following bidders 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 B-BBEE status level of contributor must be either 1 or 2 as appears in Table 13A. Furthermore, because the contract value exceeds R30 million, successful Bidders must subcontract a minimum of 30% of the value of the contract to the below mentioned specified EME or QSE.

Table 13A

Mandatory Requirements	Non-submission WILL result in disqualification
B-BBEE status levels 1 and 2.	YES – Please submit a valid B-BBEE Status Level Verification Certificate or sworn affidavit (whichever applicable according to SBD 6.1) with a 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.
Letter of Good Standing with the Private Security Industry Regulatory Authority.	YES – Please submit a current and valid copy of a Letter of Good Standing issued by PSIRA.

In addition to compliance with the B-BBEE status levels and mandatory subcontracting, SARS requires that the successful Bidder be compliant with the PSIRA. To this extent, the Bidders **MUST** submit a Letter of Good Standing issued by PSIRA in the form of **Annexure F**. Bidders must take **PARTICULAR NOTICE** that a certificate of registration with PSIRA is not acceptable for purposes of compliance with this requirement.

The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za. Bidders must apply the Preferential Procurement filters to display: EME or QSE which is at least 51% owned by black people.

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. Bidder(s) must achieve a minimum of **70 out of 100 points for each region that the Bidder intends to render the Services to SARS**, in order to pass to

the next stage of the evaluation i.e. **GATE 3**.

- 14.2 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. In particular, Bidders will be scored in terms of the below mentioned technical competencies.

Technical Adjudication Criteria	Maximum Points Achievable	Minimum Threshold
<ul style="list-style-type: none"> • Experience to deliver on the scope of work • Infrastructure and capability • Services' offering 	100 points	70 points

15. PRICING AND B-BBEE 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 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.	Sworn affidavit or a certificate from Companies and Intellectual Property Commission (“CIPC”) or a certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Sworn affidavit – Only 51% Black Owned (BO) and above, or certified

Classification	Turnover	Submission Requirement
		copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.
Large Entity (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited rating agency.

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 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, 2017 WITH REGARD TO SUBCONTRACTING:

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.

16. SELECTION AND APPOINTMENT

16.1 SARS intends to award a bid to and appoint ONLY ONE (1) successful Bidder, per region, based on the selection of the Bidder. SARS will thus appoint the highest scoring Bidder in each region, subject to the maximum allocation of one (1) region per Bidder.

16.2 Once a Bidder has been appointed in a particular region, it becomes automatically ineligible for appointment in the other regions, provided there are other Bidders competing for the other regions. It is therefore crucial for Bidders to INDICATE their selection of the region they intend to deliver the Services.

16.3 Should Bidders already allocated the maximum of one (1) region be the only Bidders, who bid for the third and final region still to be allocated, SARS will award the region to the highest scoring Bidder in that region.

17. AGREEMENTS

17.1 General Conditions of Contract

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

17.1.1 The Bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the Successful Bidder.

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

17.2 Master Services Agreement

- 17.2.1 Upon award, SARS and the successful Bidder will conclude an agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft MSA included in this tender pack.
- 17.2.2 SARS reserves the right to vary the proposed terms and conditions of the draft MSA upon the award of this RFP.
- 17.2.3 Bidders are requested to carefully read through the MSA and annexures, and familiarise themselves with the terms and conditions of the MSA as they form an integral part of these specifications, and are incorporated herein by reference.
- 17.2.4 Bidders are not required to sign the draft MSA when submitting the Bidder's proposal.

18. CONDITIONS OF AWARD

18.1 Security Vetting

See **paragraph 9.3** above.

18.2 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:

- 18.2.1 third party liability insurance cover of **three million rand (R3 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



18.2.2 professional indemnity insurance cover to a minimum of **five hundred thousand rand (R500 000.00)** per Security 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.

18.3 Price negotiation

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

18.4 Tax Compliance

See **paragraph 20.10** in this regard.

18.5 Not restricted with National Treasury

See **paragraph 20.11** in this regard.

18.6 An updated Letter of Good Standing issued by PSIRA

Should the Letter of Good Standing, submitted under mandatory requirements by the successful Bidder, have expired between the closing date of the tender and the date of conditional award, SARS will request the successful Bidder(s) to produce a current and valid Letter of Good Standing issued by PSIRA.

19. DUTIES OF BIDDER(S) AFTER AWARD

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

19.2 The successful Bidders must **one (1) week** prior to commencing with the performance of the Services, and for the Bidders' own accounts, familiarise themselves with SARS standards, policies and procedures.

20. 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.

20.1 SARS reserves the right:

- 20.1.1 Not to award or cancel this Bid at any time and shall not be bound to accept the lowest or any bid;
- 20.1.2 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;
- 20.1.3 To accept part of a bid rather than the whole bid;
- 20.1.4 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;
- 20.1.5 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
- 20.1.6 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.

20.2 SARS requires Bidder(s) to declare:



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

20.2.1 Confirm that the Bidder(s) shall:

- 20.2.1.1 Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
- 20.2.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 20.2.1.3 Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 20.2.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 20.2.1.5 Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 20.2.1.6 Avoid fraudulent and misleading advertising, canvassing and marketing;
- 20.2.1.7 Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 20.2.1.8 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.

20.3 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”):

- 20.3.1 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;
- 20.3.2 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;
- 20.3.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS’s officers, directors, employees, advisors or other representatives;
- 20.3.4 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;
- 20.3.5 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;
- 20.3.6 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;

20.3.7 Has in the past engaged in any matter referred to above; or

20.3.8 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.

20.4 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.

20.5 Misrepresentation during the Lifecycle of the Contract

20.5.1 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.

20.5.2 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.

20.6 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.

20.7 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.

20.8 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.

20.9 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.

20.10 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.

20.11 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.

20.12 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.

20.13 Responsibility for Subcontractors

20.13.1 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.

20.13.2 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.

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

20.14 Confidentiality

20.14.1 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.

20.14.2 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.

20.14.3 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.

20.14.4 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.

20.15 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.

21. THE BID PROPOSALS' SUBMISSION FORMAT

NOTE WELL: NOTES BELOW

21.1 Bid proposals must be submitted in the format prescribed herein, as more fully set out below. Any additional information may be included as appendices.

21.2 The Bidders are requested to carefully STUDY **paragraph 9**, as well as **Annexure A** prior to attempting to respond to this Bid. Bidders are again reminded that a technical response **FOR EACH REGION** that the Bidder intends to render the Services to SARS

must be submitted.

21.3 Bidders must ensure that the Bid proposal clearly demonstrates-

- 21.3.1 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;
- 21.3.2 The ability to meet all timelines, as stipulated in this Bid document;
- 21.3.3 A high level of maturity and discipline in the Bidder's methodology, processes and standards; and
- 21.3.4 The Bidder's ability to service South African reference sites of a similar scale as SARS's Sites.

21.4 **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.

- 21.4.1 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.
- 21.4.2 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.

21.4.3 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.

21.4.4 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.

21.5 **Selection of a Region/s**

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

Table 21A

REGION BIDDING FOR	INDICATE (Write the name of the region)
Region A	
Region B	
Region C	