# Request for Proposals (RFP)

The Provision of Professional Occupational Medical Services to CSIR

**RFP No. 364/27/06/2014**

<table>
<thead>
<tr>
<th><strong>Date of Issue:</strong></th>
<th>Tuesday, 10 June 2014</th>
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<tbody>
<tr>
<td><strong>Closing Date and Time:</strong></td>
<td>Friday, 27 June 2014 at 12h00 (Noon)</td>
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<tr>
<td><strong>Place:</strong></td>
<td>Tender box, CSIR Main Reception, Gate 3 (North Gate)</td>
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<tr>
<td><strong>Enquiries</strong></td>
<td>Strategic Procurement Unit</td>
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1 INTRODUCTION

The Council for Scientific and Industrial Research (CSIR) is one of the leading scientific research and technology development organisations in Africa. In partnership with national and international research and technology institutions, CSIR undertakes directed and multidisciplinary research and technology innovation that contributes to the improvement of the quality of life of South Africans. The CSIR’s main site is in Pretoria while it is represented in other provinces of South Africa through regional offices.

2 BACKGROUND

The service of an Occupational Medical Practitioner is compulsory in terms of the Occupational Health and Safety Act to ensure compliance to medical surveillance for employees exposed to workplace hazards. This service will be the continuation of existing occupational medical services for the CSIR for four hours weekly.

Should the workload necessitate extra hours to be performed during any week, the CSIR will pay the consultant pro rata for the extra hours worked. All work to be performed outside the normal hours per week has to be pre-approved by the CSIR’s Medical Services Manager.

3 INVITATION FOR PROPOSAL

Proposals are hereby invited for the provision of professional Occupational Medical Services to the CSIR’s main Site based in Pretoria.

4 VENUE FOR PROPOSAL SUBMISSION

All proposals must be submitted at:

    CSIR GATE 03 - Main Reception Area (in the Tender box) at the following address
    Council for Scientific and Industrial Research (CSIR)
    Meiring Naudé Road
    Brummeria
    Pretoria

5 TENDER PROGRAMME

The tender program, as currently envisaged, incorporates the following key dates:
- Issue of tender documents: 10 June 2014
- Closing / submission Date: 27 June 2014

6 PROPOSAL SPECIFICATION

All proposals are to be submitted in a format specified in this enquiry (if applicable). However, tenderers are welcome to submit additional / alternative proposals over and above the originally specified format.

The following services as tabled below should be rendered at the CSIR premises in Pretoria:

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DESCRIPTION OF DELIVERABLE</th>
<th>REQUIREMENT</th>
</tr>
</thead>
</table>
| 1. Development of a Medical surveillance programme to include biological monitoring and biological effect monitoring and immunisation programmes | Development of an appropriate medical surveillance programme based on risk exposure information provided by the Medical Services Manager and Occupational Hygienist. The programme should include biological monitoring, biological effect monitoring and immunisation programmes. | - Written medical surveillance and immunisation programmes/protocols as per information provided.  
- Review the surveillance program according to risk profile changes, (eg. new research projects or protocols, bi-annual risk assessment results, following incidents or legislative changes. |
| 2. Medical Surveillance examinations | Conduct medical surveillance examination with the assistance of the Occupational Health Nursing Practitioner (OHNP) assigned to the Occupational Medicine Practitioner (OMP) as per protocol  
Evaluation of the results of medical surveillance examinations performed by the OHNP as per applicable protocols.  
Perform medical examinations and evaluate test results of all employees | - All OMP medical reports signed off  
- Up to date Medical Surveillance Program – signed and dated.  
- Annual review of Surveillance Programme. |
3. **Data analysis and trend reporting**

Analysis of medical surveillance data to determine trends and report on such to CSIR Management

- Trend analysis and recommendation reports per department issued following annual medical surveillance examinations

4. **Injuries on duty (IOD) and Occupational Diseases (OD)**

Provide emergency care to IOD cases referred by OHNP.
Complete relevant legally required documentation and submit to IOD administration.
Do referrals as required
Investigate all possible OD cases, do referrals, interpret reports and findings.
Complete all relevant documentation and make available to IOD administration
Make recommendation to line management regarding risk control requirements.

- All referred IOD cases referred managed and relevant administration completed
- All possible OD cases investigated, reported and administration completed. Risk control recommendations made to relevant parties

5. **Fitness-for-work and incapacity assessment**

Assess fitness to return to work of relevant IOD’s and Occupational diseases cases.
Make recommendations on alternative accommodation (temporary and permanent).
Perform incapacity assessments on employees referred by line management and report on outcome and future

- Sign off evaluation reports of all relevant cases.
| 6. Professional and advisory support to OHNP and management. | Provide advice on legal compliance matters in particular.  
Provide advice and support on clinical matters.  
Provide advice on new proposed research projects. | • Make recommendations on management reports, as required.  
• Provide inputs to monthly medical centre reports.  
• Attend meeting on new research projects within limits of availability. |
| --- | --- | --- |
| 7. Dispensing License compliance | Assess OHNP’s competence in physical examination, nursing diagnosis and treatment.  
Sign authorization document for each OHNP with dispensing qualification and licence.  
Sign all S3 & S4 medicines initiated by OHNP, assess relevance and advice.  
Do quarterly and ad hoc stock control with OHNP.  
Co-sign all medicine orders.  
Develop treatment protocol for OHNP. | • Signed authorization form for each OHNP.  
• Signed drug register on monthly basis.  
• Signed medicine orders.  
• Signed medical files where necessary.  
• Drafted protocols for primary health care purposes. |
| 8. Emergency Procedure | Develop appropriate emergency treatment protocols. | Protocol for emergency treatment for:  
• Anaphylaxis  
• Shock/ Collapse  
• Asthma  
• Diabetic Coma  
• Seizures  
• Severe trauma |
| 9. Primary Health Care | Minimal primary health and emergency care interventions for employees previously screened and referred by the OHNP. | • Primary health conditions treated when referred. |
7 SUBMISSION OF PROPOSALS

7.1 All proposals are to be sealed. No open proposals will be accepted. All proposals are to be clearly marked with the RFP number and the name of the tenderer on the outside of the main package. Proposals must consist of two parts, each of which is placed in a separate sealed package clearly marked:


7.2 Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.

7.3 The CSIR will award the contract to qualified tenderer(s) whose proposal is determined to be the most advantageous to the CSIR, taking into consideration the technical (functionality) solution, price and B-BBEE.

8 DEADLINE FOR SUBMISSION

Proposals shall be submitted at the address mentioned above no later than 12:00 (noon) on 27 June 2014.

Where a proposal is not received by the CSIR by the due date and time, it will be regarded as a late tender. Late tenders will not be considered.

9 ELIMINATION CRITERIA

Proposals will be eliminated under the following conditions:

- Submission after the deadline;
- Proposals submitted at incorrect location.

The following mandatory documentation must be submitted with your proposal:

- Completed CSIR Supplier Registration Form;
- Original valid Tax Clearance Certificate or Letter of Good standing issued by SARS;
- Proof of company registration. (CK2 form)
10 EVALUATION PROCESS AND CRITERIA

10.1 Evaluation of proposals

All proposals will be evaluated by an evaluation team for functionality, price and B-BBEE. Based on the results of the evaluation process, the CSIR will approve the awarding of the contract to successful tenderers.

A two-phase evaluation process will be followed.

- The first phase includes functionality
- The second phase includes the evaluation of price and B-BBEE status.

Pricing Proposals will only be considered after functionality phase has been adjudicated and accepted. Only proposals that achieved a minimum qualification score for functionality will be evaluated further using the preference points system.

- The 80/20 preference point system will be used where 80 points will be dedicated to price and 20 points to B-BBEE status.

10.2 The functionality evaluation criteria will be based on the following:

- Track record and experience in occupational health
- Client references
- Registration with professional registered bodies (HPCSA and SASOM)
- Compliance to requirements

Proposals with functionality points of less than the pre-determined minimum overall percentage of 70% shall be eliminated after the functionality phase and will not be evaluated for price and B-BBEE.

The tenderer shall prepare for a possible presentation should CSIR require such and the tenderer shall be notified thereof no later than 4 (four) days before the actual presentation date.
11 PRICING PROPOSAL

11.1 Pricing proposal must be cross-referenced to the sections in the Technical Proposal. Any options offered must be clearly labelled. Separate pricing must be provided for each option offered to ensure that pricing comparisons are clear and unambiguous.

11.2 Price needs to be provided in South African Rand (excl. VAT), with details on price elements that are subject to escalation and exchange rate fluctuations clearly indicated.

11.3 Price should include additional cost elements such as freight, insurance until acceptance, duty where applicable.

11.4 Only firm prices* will be accepted during the tender validity period. Non–firm prices** (including prices subject to rates of exchange variations) will not be considered.

*Firm price is the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

**Non-firm price is all prices other than “firm” prices.

11.5 Payment will be according to the CSIR Payment Terms and Conditions.

<table>
<thead>
<tr>
<th>Requirements for Occupational Health Medical Doctor on CSIR Pretoria site</th>
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<tbody>
<tr>
<td>Rate per hour</td>
</tr>
<tr>
<td>Rate four (4) hours per week</td>
</tr>
<tr>
<td>Total monthly cost</td>
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</tbody>
</table>

12 VALIDITY PERIOD OF PROPOSAL

Each proposal shall be valid for a minimum period of six months calculated from the closing date.
13 APPOINTMENT OF SERVICE PROVIDER

13.1 The contract will be awarded to the tenderer who scores the highest total number of points during the evaluation process, except where the law permits otherwise.

13.2 Appointment as a successful service provider shall be subject to the parties agreeing to mutually acceptable contractual terms and conditions. In the event of the parties failing to reach such agreement within a mutually agreed date after provisional appointment date, CSIR reserves the right to appoint, or not appoint, the service provider who was rated second, and so on.

14 ENQUIRIES AND CONTACT WITH THE CSIR

Any enquiry regarding this RFP shall be submitted in writing to CSIR at tender@csir.co.za with “RFP No 364/27/06/2014 - The Provision of Professional Occupational Medical services” as the subject.

Contact by any means whatsoever with CSIR personnel is not permitted during the RFP process other than as required through existing service arrangements and/or as requested by the CSIR as part of the RFP process. Any form of canvassing by the tenderer to any member of staff or supplier, for purposes of influencing the award of the contract, will automatically disqualify the tenderer from the evaluation process. Tenderers shall not offer or give any consideration of any kind to any employee or representative of the CSIR as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with the CSIR.

15 MEDIUM OF COMMUNICATION

All documentation submitted in response to this RFP must be in English, unless otherwise indicated under technical specification.

16 COST OF PROPOSAL

Tenderers are expected to fully acquaint themselves with the conditions, requirements and specifications of this RFP before submitting proposals. Each tenderer assumes all risks for resource commitment and expenses, direct or indirect, of proposal preparation and
participation throughout the RFP process. The CSIR is not responsible directly or indirectly for any costs incurred by tenderers.

17 CORRECTNESS OF RESPONSES

17.1 The tenderer furthermore confirms satisfaction regarding the correctness and validity of their proposal and that all prices and rates quoted cover all the work/items specified in the RFP, and that prices and rates quoted cover all obligations under any resulting contract.

17.2 The tenderer accepts that any mistakes regarding prices and calculations will be at their own risk.

18 RESPONSIBILITY TO EXECUTE, AND FAILURE TO COMPLY

18.1 The successful tenderer hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the Principal(s) liable for the due fulfilment of this contract.

18.2 The Respondent hereby offers to render all of the services described in the attached document (if any) to the CSIR on the terms and conditions and in accordance with the specifications stipulated in this RFP documents (and which shall be taken as part of, and incorporated into, this tender at the prices inserted therein).

19 VERIFICATION OF DOCUMENTS

19.1 Tenderers should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the CSIR in regard to anything arising from the fact that pages are missing or duplicated.

19.2 One hard copy and one electronic copy (CD or USB memory key) of each proposal must be submitted. In the event of a contradiction between the submitted copies, the hard copy shall take precedence.

19.3 Telegraphic and telefax proposals will not be accepted.

19.4 Pricing schedule and B-BBEE credentials should be submitted with the proposal, but as a separate document and no such information should be available in the technical proposal.
19.5 If a courier service company is being used for delivery of the proposal document, the RFP description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, by the date and time as mentioned above.

19.6 Proposals can be submitted to the tender box as stipulated in this document.

20 SUB-CONTRACTING

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

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

21 ENGAGEMENT OF CONSULTANTS

CSIR Consultants will only be remunerated at the rates:

21.1 Determined in the "Guideline for fees", issued by the South African Institute of Chartered Accountants (SAICA); or

21.2 Set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or

21.3 Prescribed by the body, regulating the profession of the consultant.

22 TRAVEL EXPENSES

22.1 All travel expenses for the CSIR’s account, be it directly via the CSIR’s travel agent or indirectly via re-imbursements, must be in line with the CSIR’s travel policy. The following will apply:

22.1.1 Only economy class tickets will be used.

22.1.2 A maximum of R1300 per night for accommodation, dinner, breakfast and parking will be allowed.

22.1.3 No car rentals of more than a Group B will be accommodated.
23 OTHER TERMS AND CONDITIONS

23.1 A tenderer shall not assume that information and/or documents supplied to CSIR, at any time prior to this request, are still available to CSIR, and shall consequently not make any reference to such information document in its response to this request.

23.2 A copy/s of any affiliations, memberships and/or accreditations that support your submission must be included in the tender.

23.3 In case of proposal from a joint venture, the following must be submitted together with the proposal:

- Joint venture Agreement including split of work signed by both parties;
- Each party's B-BBEE and Tax Clearance Certificate;
- Proof of ownership/shareholder certificates/copies of Identity document; and
- Company registration certificates.

23.4 An omission to disclose material information, a factual inaccuracy, and/or a misrepresentation of fact may result in the disqualification of a tender, or cancellation of any subsequent contract.

23.5 The supplier shall under no circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage, which may be construed as being made to solicit any favour, to any of the CSIR employees or its representatives. Such an act shall constitute a material breach of the Agreement and the CSIR shall be entitled to terminate the Agreement forthwith, without prejudice to any of its rights.

23.6 CSIR’s decision on tenders received shall be final and binding.

23.7 Failure to comply with any of the terms and conditions as set out in this document will invalidate the Proposal.

24 CSIR RESERVES THE RIGHT TO

24.1 amend any RFP conditions, validity period, specifications, or extend the closing date and/or time of RFPs before the closing date. All Respondents, to whom the RFP documents have been issued, will be advised in writing of such amendments on time;
24.2 verify any information contained in a proposal;  
24.3 request documentary proof regarding any tendering issue;  
24.4 vary, alter, and / or amend the terms of this RFP, at any time prior to the finalisation of its 
adjudication hereof;  
24.5 award the tender to an organisation that has strong B-BBEE credentials in terms of current 
B-BBEE legislation;  
24.6 to give preference to locally manufactured goods;  
24.7 appoint one or more service providers, separately or jointly (whether or not they submitted 
a joint proposal);  
24.8 award this RFP as a whole or in part;  
24.9 cancel or withdraw this RFP as a whole or in part.

25 OFFERS ARE BINDING

The tenderer hereby agree that the offer in the proposal shall remain binding upon him/her 
and receptive for acceptance by the CSIR during the validity period indicated and calculated 
from the closing date and time of the RFP.

26 Disclaimers

The CSIR has produced this RFP in good faith. However, the CSIR, it agents and its servants 
do not warrant its accuracy or completeness. To the extent that the CSIR is permitted by law, 
the CSIR will not be liable for any claim whatsoever and howsoever arising (including, without 
limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading 
information contained in this RFP due to any misinterpretation of this RFP. This RFP is a 
request for proposals only and not an offer document; answers to it must not be construed as 
acceptance of an offer or imply the existence of a Contract between the parties. By 
submission of its Proposal, tenderers shall be deemed to have satisfied themselves with and 
to have accepted all Terms & Conditions of this RFP. The CSIR makes no representation, 
warranty, assurance, guarantee or endorsements to tenderer concerning the RFP, whether 
with regard to its accuracy, completeness or otherwise and the CSIR shall have no liability 
towards the tenderer or any other party in connection therewith.
Declaration

RFP No: 364/27/06/2014

Only tenderers who have completed and signed the declaration part of the tender documentation may be considered for evaluation.

1. I hereby undertake to render services described in the attached tendering documents to CSIR in accordance with the requirements and task directives / proposal specifications stipulated in RFP Number 364/27/06/2014 at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the CSIR during the validity period indicated and calculated from the closing date of the proposal.

2. The following documents shall be deemed to form and be read and construed as part of this proposal: (specify the list of documents that must be submitted)

   (i) Tender documents, viz
       - Tax clearance certificate;
       - Pricing schedule(s);
       - Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
       - Declaration of interest;
       - Special Conditions of the tender;
       - Etc….

   (ii) Terms and Conditions of proposal; and

   (iii) Other (specify) (e.g. all other documents submitted as part of the bidding documents)

3. I confirm that I have satisfied myself as to the correctness and validity of my proposal; that the price(s) and rate(s) quoted cover all the services specified in the proposal documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this proposal as the principal liable for the due fulfilment of this proposal.

5. I declare that I have no participation in any collusive practices with any tenderer or any other person regarding this or any other proposal.

6. I accept that the CSIR may take appropriate actions, deemed necessary, should there be a conflict of interest or if this declaration proves to be false.

7. I confirm that I am duly authorised to sign this proposal.

NAME (PRINT) ……………………………
CAPACITY ……………………………
SIGNATURE ……………………………
NAME OF FIRM ……………………………
DATE ……………………………

WITNESSES
1 ……………………………
2 ……………………………
DATE: ……………………………