

REFERENCE: RFP 0051/2021

REQUEST FOR PROPOSAL

DESCRIPTION:

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION
OF MARKETING AND ADVERTISING SERVICES**

DATE ISSUED: 25 MAY 2022

CLOSING DATE: 23 JUNE 2022, 11H00

TENDER BOX:

LEHAE LA SARS, HEAD OFFICE

299 BRONKHORST STREET

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1 INTRODUCTION

The Strategic Plan 2020 - 2024 presents an inspirational vision to build “a smart modern SARS, with unquestionable integrity, trusted and admired”. It sets out a clear Strategic Intent “to follow the internationally recognized approach of Voluntary Compliance”, and further translates this intent into nine clear strategic objectives. To deliver this, we need to build administrative and institutional capability that has integrity and serves the public beyond reproach.

2 OVERVIEW OF SARS

Our Mandate

The South African Revenue Service Act, 1997 (Act No. 34 of 1997), enables SARS to:

- Collect all revenue due
- Ensure optimal compliance with Tax and Customs legislation; and
- Provide a Customs service that optimises revenue collection, protect our borders and facilitate legitimate trade.

The primary legislation that SARS administers includes:

- Income Tax Act, 1962 (Act No. 58 of 1962)
- Customs and Excise Act, 1964 (Act No. 91 of 1964)
- Value-Added Tax Act, 1991 (Act No. 89 of 1991)
- Tax Administration Act, 2011 (Act No. 28 of 2011) and
- Employment Tax Incentive Act, 2013 (Act No. 26 of 2013).

How We Fulfil Our Mandate

SARS Compliance Theory and Philosophy

In our context, compliance refers to the degree to which taxpayers and traders fulfil their tax obligations required in law (namely registration, filing, declaration, payment and deregistration), when and as required. This includes making requisite disclosures and payments fully and honestly.

In the fulfilment of our legislative mandate, the main work of SARS is to ensure taxpayer and trader compliance. This is expressed as the SARS Compliance Programme, which we review and prepare as part of our Annual Performance Plan.

Our aim is to engage with society in a way that earns public confidence and trust, while fostering a willingness to fulfil its obligations. Voluntary compliance refers to society fulfilling their obligations with minimal prompting by SARS. We achieve this when we believe that most taxpayers and traders are honest and simply want to fulfil their obligations with the least amount of effort and cost. We, therefore, strive to promote a culture where compliance is viewed as a positive social contribution.

The behaviour of taxpayers and traders may range from willing and intentional compliance to non-compliance largely because of a lack of knowledge or means. We are also aware though, that some taxpayers and traders consciously choose not to comply and will engage in aggressive planning or even criminal behaviour. SARS is of the view that at the extremes, a certain number of people will always do the right thing, whilst a certain number will always do the wrong thing. Most people fit between these two extremes; in that they will do the right thing if the circumstances are right for them, but will choose not to comply if they believe they would get away without consequence. SARS will, therefore, seek to move as many taxpayers and traders as possible, up the continuum to be more willing to comply voluntarily.

We will achieve voluntary compliance when everyone is aware of their tax obligations (clarity and certainty), it is reasonably easy and less costly to meet these obligations (ease of compliance), and when there's a credible threat of detection and consequences for those who do not comply with their obligations (detection and costly non-compliance). To deliver this, we need to build administrative and institutional capability that has integrity and serves the public beyond reproach.

Strategy over the five-year planning period

SARS Higher Purpose

Our work enables Government to build a capable State, to foster sustainable economic growth and social development that serves the wellbeing of all South Africans.

Our Strategic Intent

Our mandate is to collect all revenue due; ensure optimal compliance with tax and customs legislation; provide a customs service to optimise revenue, border protection and facilitate legitimate trade. To give effect to our mandate, our Strategic Intent is to develop a Tax and Customs system based on Voluntary Compliance.

Our Vision

It is our Vision to build a smart modern SARS with unquestionable integrity that is trusted and admired.

Our Strategic Objectives

In support of our Strategic Intent and giving effect to our compliance philosophy, we have identified and committed to achieving nine (9) Strategic Objectives to guide and inform our efforts and decisions, and focus our resources over the course of this planning cycle. Our nine (9) Strategic Objectives are as follows:

- Provide Clarity and Certainty for taxpayers and traders of their obligations.
- Make it easy for taxpayers and traders to comply with their obligations.
- Detect taxpayers and traders who do not comply and make non-compliance hard and costly.
- Develop a high performing, diverse, agile, engaged, and evolved workforce.
- Increase and expand the use of data within a comprehensive knowledge management framework to ensure integrity, derive insight and improve outcomes.
- Modernise our systems to provide digital and streamlined online services.
- Demonstrate effective resource stewardship to ensure efficiency and effectiveness in delivering quality outcomes and performance excellence.
- Work with and through stakeholders to improve the tax ecosystem.
- Build public trust and confidence in the tax administration system.

The Values we hold dear are:

Endeared by a sense that we serve a Higher Purpose in the service of South Africans, and committed to the fulfilment of our Mission and Mandate, we hold the following values dear:

- Uncompromising regard for Taxpayer Confidentiality.
- Unquestionable Integrity, Professionalism and Fairness.
- Exemplary Public Service.
- Incontestable insights from Data and Evidence.

3 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential service providers (herewith referred to as “Bidders”) for marketing and advertising services.

The RFP incorporates, as far as possible, the tasks and responsibilities of the Successful Bidder.

This bid does not constitute an offer to do business with SARS, but merely serves as an invitation to bidders to facilitate a requirements-based decision process.

4 LEGISLATIVE FRAMEWORK OF THE BID

4.1 TAX LEGISLATION

Bidders should be familiar with all tax laws applicable in the Republic of South Africa and should fully comply with such laws.

4.2 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 Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), as well as the SARS Supply Chain Management Policy and SARS Preferential Procurement Internal Policy.

4.3 TECHNICAL LEGISLATION AND/OR STANDARDS

Bidder(s) should be cognisant of all legislation and/or standards specifically applicable to the services. Bidder(s) should note further that processing of personal information shall be dealt with in accordance with the prescripts of the Protection of Personal Information Act, 2013 (Act No.4 of 2013) [hereinafter “the Act”] and for the purposes of the services it will render to SARS, is regarded as an “operator” as defined in the Act. As such, the Successful Bidders are required to specifically take note of and adhere to sections 20 and 21 of the Act.

5 BRIEFING SESSION

A non-compulsory virtual briefing session will be facilitated on 01 June 2022 at 09:30 – 11:00. Bidder to click on the link in order to join the briefing session. [Click here to join the meeting.](#)

6 DURATION OF CONTRACT

Successful Bidder will be appointed for a period of thirty six (36) months for the provision of marketing and advertising services

7 TIMELINE OF THE BID PROCESS

The validity period for the tender and withdrawal of offers, after the closing date and time, is one hundred and eighty (180) days.

The project timeframes of this bid are set out below:

Activity	Date Due
Advertisement of Bid in the: - SARS and OTO website; - eSourcing; and - National Treasury Tender Portal.	25 May 2022
Non-compulsory virtual briefing session	01 June 2022 at 09:30 – 11:00
Questions relating to RFP from Bidder(s)	25 May – 09 June 2022
Closing Date	23 June 2022
Notice to bidders	*14 October 2022

*Please note that this date is subject to change.

All times given in this bid are South African Standard Time.

Any time or date in this bid is subject to change at SARS' discretion. A reference to a time or date in this bid does not create an obligation on the part of SARS to take any action or create any right in any way for any bidder to demand that any action be taken on that specific date or at that specific time. The bidder accepts that, if SARS extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid will otherwise apply equally to the extended deadline.

8 CONTACT

A nominated official of the Bidder(s) can make enquiries in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email TenderOffice@sars.gov.za and copy rft-professionalservices@sars.gov.za. Bidders must reduce all telephonic enquiries to writing and send same to the above email addresses.

9 SCOPE OF WORK / SPECIFICATION

10 BACKGROUND

SARS and the Office of the Tax Ombudsman (OTO) requires a full-service advertising agency which offers a wide range of services that cover the traditional, digital and creative marketing aspects of their businesses. The appointed marketing and advertising agency is further required to assist SARS Communication and

Media Unit and the OTO with enhancement of their overarching strategies, conceptualise, develop and implement comprehensive through-the-line marketing and comprehensive tactical communication plans in support of the overall strategic objectives of SARS and the OTO. This encompasses all products, divisions, programmes and campaigns including brand building, positioning and advertising thereof.

Advertising and Marketing is an important aspect of SARS and OTO's marketing and communication strategy, and it is a platform which the organisation uses to reach out to taxpayers and traders about important tax matters.

10.1 SCOPE OF SERVICES

The Successful Bidder will assist the SARS Communication and Media Unit and the OTO by providing amongst others:

- Alignment and enhancement of the developed overarching marketing and communication strategies
- Development of creative strategies in support of the main marketing communication strategy
- Development of tactical plans and messages in line with campaign objectives
- Developing and producing creative advertising and marketing products where relevant
- Working in collaboration with SARS and OTO, media placement service provider to develop and implement through-the-line marketing communications plans
- Identifying areas of improvement and innovation in communication and marketing for SARS and OTO, and advising on a suitable course of action
- Conceptualising, producing and sustaining effective through-the-line advertising communication and advertising in respect of all strategy development, creative production, account handling and account planning for marketing activities and campaigns of SARS and the OTO
- Ensuring effective liaison for planning and implementation purposes with SARS and the OTO, media placement service provider and other service providers
- Providing design services including animation for online use or presentations and the development of material using suitable applications
- Providing special services including social marketing, social media, and specific technical presentations when required
- Providing audio visual services such as videos, online videos, videography and services including editing of content, script writing, pre-production, production and post-production
- Providing effective account administration, cost control and reporting activities; and
- Providing advertising and market research services including qualitative, quantitative, brand or campaign surveys
- Campaign management including but not limited to:
 - Submission of accurate material to media houses within the agreed timelines

- Preparation of different types of reports as required by the client (see section reports for details)
- Accurate management of campaign financials and reporting thereof; and
- Attending weekly status meetings and recording them.
- Script writing and development for various purposes
- Copywriting
- Art direction on specific projects
- Creative direction on specific projects
- Development of Podcasts
- Development of Vodcasts
- Development of material required for press, television, radio, online, social media and mobile executions to the latest technology standards when required

10.2.1 Specific Requirements

10.2.1.1 Retainer Services

Key marketing and communication projects for SARS

The successful bidder will implement an always on approach of marketing and advertising to inform and educate taxpayers and traders about services on tax, customs and excise matters. SARS expects to receive priority regarding the fulfilling of requests and quick turnaround times regardless of the supplier's traffic.

The Successful Bidder will be expected to conceptualise, develop and implement comprehensive through-the-line marketing, communication and advertising strategic plans in support of the strategic objectives of all SARS products, divisions, programmes and campaigns including brand building, positioning and advertising thereof.

In addition, the successful bidder should be able to offer a full retainer service and report on the performance of the deliverables by utilising metrics and reports.

10.2.1.2 Retainer Resources

The following key personnel must be assigned to SARS (including their number of years' experience):

- Strategist Director with a minimum of 10 years of proven experience in marketing, communication and advertising with 5 years of experience being in the financial sector
- Senior Client Service Person (Key Account Manager) with a minimum of 10 years of

proven experience in marketing, communication and advertising with 5 years of experience being in the financial sector

- Client Service Support Person with a minimum of 10 years of proven experience in marketing, communication and advertising with 5 years of experience being in the financial sector
- Traffic Manager with a minimum of 5 years of proven experience in marketing, communication and advertising with 2 years of experience being in the financial sector
- Senior Creative Person with a minimum of 8 years of proven experience in creativity with 4 years of experience being in the financial sector
- Art Person with a minimum of 5 years of proven experience in design
- Copy Writer with a minimum of 5-8 years of proven experience in copy writing
- Researcher with a minimum of 10 years of proven experience in market research and
- Graphic Designer with a minimum of 5 years of proven experience in graphic design.

Note: Retainer service will mainly be applicable to SARS. OTO will only use the same resources on an ad hoc basis where a fee for service will apply.

10.2.2 SARS and OTO Requirements

10.2.2.1 Production services

Campaign execution / production

This is costed separately and not part of the retainer fee. This refers to all requests that have to be outsourced to other suppliers by the appointed bidder; for an example, a studio for recording a radio advert and sourcing of voice over artists. This list is not exhaustive, and the following services should be made available as and when required.

- Radio Production
- TV Production
- Brand / campaign surveys
- Art buying
- Booking and handling fees for voice-overs / castings
- Music rights / royalties
- Model fees
- TV and radio performers' fees
- Websent / Transmission
- Conceptualisation and implementation of SARS and OTO specific events.

- Video or digital productions Photography

10.2.2.2 Ad hoc resources

Over and above the assigned key personnel for retainer services, there are other ad hoc resources that will be required on an ad hoc basis dependent on the production requirements. This non-exhaustive list of resources should be made available as and when required, and is as follows:

- Strategy Planner
- TV Producer
- Radio Producer
- Researcher
- Production Manager
- Animator

10.2.3 Reporting requirements

Weekly reporting

- 10.2.3.1** Weekly written status reports must be presented at the weekly agency status meetings which will be held virtually or at the SARS offices in Pretoria.
- 10.2.3.2** Soft copies of the status report plus minutes of the status meeting must be sent to SARS within forty-eight (48) hours after each meeting.
- 10.2.3.3** These meetings will be attended by representatives from SARS, the appointed media buying agency and the Successful Bidder.
- 10.2.3.4** The Successful Bidder must be represented by the Senior Client Service Director as a minimum.

Monthly reporting

- 10.2.3.5** A soft copy of a monthly progress report of a campaign or project capturing final material for each campaign running must be submitted in PowerPoint format by the end of each month. This report needs to include success metrics.

Campaign reporting

- 10.2.3.6** A campaign report in PowerPoint format detailing the strategy, all final creative work, campaign performance metrics, final budget and recommendations must be presented within fourteen (14) days after the conclusion of a campaign. Two (2) printed copies plus a soft copy must be provided to SARS and the OTO respectively. This particular report may also be referred to as a close-out report.

Close-out report at the end of the contract

- 10.2.3.7** At the end of the five-year contract, the service provider will compile an analysis report of the services provided, including comprehensive recommendations on how SARS and the OTO can improve their campaigns.

10.2.4 Post campaign effectiveness tracking studies

The successful Service Provider will be required to:

- 10.2.4.1** Develop research documents (e.g. questionnaires)
- 10.2.4.2** Design and implement qualitative research
- 10.2.4.3** Design and implement quantitative research
- 10.2.4.4** Interpret and report research results and
- 10.2.4.5** Submit a draft and final report of the research study.

10.2.5 Skills Transfer

Bidders must commit to a post-campaign implementation review for each campaign. The Bidder will be required to transfer skills to the SARS Communication and the OTO team (maximum of 15 members)

11 REQUIREMENTS FROM THE BIDDERS / BIDDERS RESPONSE

Bidders are required to submit their response to all the information requested in this paragraph.

11.1 Company Profile

The Bidders should provide in their response a comprehensive company profile detailing:

- Company profile and clearly indicate-
 - Company's years of experience in providing marketing and communication services; and
 - Infrastructure to be able to communicate with SARS and OTO whether the SARS and OTO team is working remotely or in the office (by having e.g. laptops, tablets, cell phones and systems in place to connect virtually e.g. zoom, MS teams) to render the services
- Indicate a range of in-house services provided specific to marketing and advertising.

11.2 Retainer Resources

Bidder must provide the following retainer resources which will be assigned to SARS. Bidder must link their resource title to SARS resource title as below:

- Strategist Director with a minimum of 10 years of proven experience in marketing, communication,

and advertising with 5 years of experience being in the financial sector

- Senior Client Service Person with a minimum of 10 years of proven experience in marketing, communication, and advertising with 5 years of experience being in the financial sector
- Client Service Support Person with a minimum of 10 years of proven experience in marketing, communication, and advertising with 5 years of experience being in the financial sector
- Traffic Manager with a minimum of 5 years of proven experience in marketing, communication, and advertising with 2 years of experience being in the financial sector
- Senior Creative Person with a minimum of 8 years of proven experience in creativity with 4 years of experience being in the financial sector
- Art Person with a minimum of 5 years of proven experience in design
- Copywriter with a minimum of 5 years of proven experience in copy writing
- Researcher with a minimum of 10 years of proven experience in market research; and
- Graphic designer with a minimum of 5 years of proven experience in graphic design.

The bidder must provide a one (1) page Curriculum Vitae (CV) for each resource listed above which must be signed by both the individuals concerned and the authorised official of the bidder illustrating the following:

- Level of expertise (Designation/Title) of each resource recommended to SARS
- Years of experience in the required industry sectors and
- Qualifications (Relevant Degree, Diploma or equivalent, minimum NQF 6) and provide certified copy. Date of certified copies should not be older than 3 months.

11.3 Capability

Bidder must provide a schedule of its experience and proven track record over the past four (4) years (a minimum of 3 clients). The information provided for each client must include:

- Client name;
- Description of a project / campaign;
- Contract period;
- Value of the project;
- Challenges and how they were resolved; and
- Value-added services.

11.4 Testimonials

Bidders are required to submit testimonials (not older than 5 years) from two (2) clients listed on 11.3 above where similar services were provided. Each testimonial must include but not be limited to:

- Client name

- Contact person, phone number, email address, company business address
- A brief description of the full services rendered
- Value of the project
- Quality of service
- Quality of reports provided
- Whether work was completed within budget or not

The identified reference should complete Annexure B: Testimonial Template and authenticate it with a company stamp or transfer the information onto their companies' letterhead. It is important to keep SARS format of questionnaire.

Please note: SARS and the OTO reserves the right to contact the clients for a reference check. It is important to ensure that the clients listed on the Bidder's schedule are contactable.

11.5 Understanding of the SARS and OTO Brand

Compile a one-page document demonstrating an understanding of SARS and OTO (in not more than 500 words on MSWord):

- An understanding of the SARS and OTO brand and their mandate
- An understanding of challenges facing SARS and OTO brands and how these could be addressed.

11.6 Skills Transfer

Bidders must submit a skills transfer plan that demonstrate their approach to ensure skills and knowledge transfer to nominated SARS and OTO staff during post-campaign implementation reviews of each campaign. The skills transfer plan must contain the following minimum details:

- 11.6.1** Skills transfer plan with outcomes or deliverables contemplated.
- 11.6.2** Details of how the Successful Bidder will report to SARS and OTO on progress made; and
- 11.6.3** Details of how the SARS and OTO Communication teams, who participate in the skills transfer program, will be assessed to determine their comprehension of skills transferred.

11.7 Case Study

Bidders are required to submit a case study of a **previous** campaign undertaken in the past three (3) years in the financial sector, the Government sector or the service industry. The case study should include:

- Campaign strategy.
- Approach used to execute the campaign.

- Return on Investment that the Bidder secured for the client; and
- Showreel demonstrating creative execution through-the-line. Bidders must provide the Showreel in a USB.

12 PRICING

Bidders must refer to **Annexure C**, which details the pricing schedule that must be completed.

12.1 Critical Resources Required

The Successful Bidder will be contracted on a retainer basis whereby a fixed monthly fee is paid by SARS for the availability of the following critical resources:

Resource	Hours per month
Strategist Director	9
Senior Client Service Person	30
Client Service Support Person	15
Traffic Manager	20
Senior Creative Person	19
Art Person	9
Copy Writer	15
Researcher	10
Graphic Designer	9

The monthly retainer fee stipulated in **Annexure C, Table 1** represents the total amount payable per month to the Service Provider in respect of retainer based Services. The Service Provider will not be entitled to claim any additional payment in this regard, irrespective of the amount of time expended on such (retainer based) services.

13 TECHNICAL COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist, as outlined in Annexure A1, to guide SARS and OTO evaluators where to find their technical responses.

14 CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

Foreign Suppliers who have no presence in South Africa currently are not required to register on CSD however should such entities be successful in winning the award, they will be expected to register on the Central Supplier Database. All other local suppliers or foreign suppliers that have local presence at the time of tendering are expected to abide by the following provisions. CSD can be accessed via the following link:

<https://secure.csd.gov.za/>.

Service providers and suppliers who wish to render services to SARS will no longer register at SARS directly. Suppliers will have to register on National Treasury Central Supplier Database (CSD) as per National Circular No. 4A of 2016/2017 – Central Supplier Database.

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

15 INSTRUCTIONS TO BIDDER(S)

- 15.1 Bids must be properly packaged and deposited on or before the Closing Date and time in the tender box situated at the main entrance of the:

Lehae La SARS - Head Office
SARS Tender Box
299 Bronkhorst Street
Nieuw Muckleneuk
Pretoria
0181

- 15.2 Bid documents may also be posted to, Lehae La SARS, SARS tender box, 299 Bronkhorst Street, Nieuw Muckleneuk, Pretoria, 0181.

- 15.3 Bid documents will only be considered if received by SARS **before** the Closing Date and time, regardless of the method used to send or deliver such documents to SARS and Bid documents must also be uploaded to the SARS e-Sourcing portal. In this regard, bidders must go to the SARS website to access the link and register on <https://www.sars.gov.za/procurement/esourcing/>

- 15.4 Late bids **will not** be accepted and will be recorded as such. Late bids shall be returned to Bidder(s) upon request.

- 15.5 The Bidder(s) are required to submit two (2) copies of each file (original and duplicate) and a USB with the contents of each file.

- 15.6 Each file and USB must be **marked correctly and sealed separately** for ease of reference during the evaluation process. Pricing information should not be included in the Technical file. Furthermore, the file

and information in the 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) • 3 years audited Financial Statements 	Exhibit 2 <ul style="list-style-type: none"> • Bidder's Compliance Checklist for the Technical Evaluation (Annexure A1) • Bidder's technical responses to Annexure A2 and supporting documents to paragraph 11. • Bidder's completed Annexure B
Exhibit 3 <ul style="list-style-type: none"> • Any supplementary / additional information as part of technical response. 	Exhibit 4 <ul style="list-style-type: none"> • General Conditions of Contract (GCC) • Draft Services Level Agreement (Bidders to indicate their acceptance)
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> • B-BBEE Certificate • SARS Preference Point Claim Form 	Exhibit 2 <ul style="list-style-type: none"> • Pricing Schedule – Annexure C
Note: SARS request that bidders use Lever Arch files to package their proposals.	

16 EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that bidder(s) must meet to be evaluated and selected as a Successful Bidder. The minimum standards consist of the following:

- **Pre-Qualification Criteria (Gate 0)** – Bidder(s) must submit all documents, as outlined in paragraph 16.1 below.
- **Technical Evaluation Criteria (Gate 1)** – Bidder(s) will be evaluated out of 100 points for functionality. The detailed process for the technical evaluation is outlined in paragraph 16.2 below.
- **Price and B-BBEE Evaluation (Gate 2)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 and B-BBEE 20 points. The process is outlined in paragraph 16.3 below.

16.1 Pre-Qualification Criteria – Gate 0

Without limiting the generality of SARS other critical requirements for this bid, a bidder(s) must submit the documents listed in **Table 16A** below. All documents **must** be completed and signed by the duly authorised

representative of the prospective bidder(s). A bidder's proposal may be disqualified for non-submission of any of the documents.

Table 16A: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
Invitation to bid – SBD 1	YES – Complete and sign the supplied pro forma document.
Tax Compliance status pin	YES – Submit Tax Compliance status pin.
Central Registration Report (Central Database System) from National Treasury	YES – Bidders must register on Central Database System and submit the Report as confirmation of registration.
Pricing Schedule – Annexure C	YES – Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	YES – Complete and sign the supplied pro forma document.
SARS Preference Point Claim Form	YES – Complete and sign the supplied pro forma document.
SARS' Oath / Affirmation of Secrecy	NO – Complete and sign the supplied pro forma document in the presence of a Commissioner of Oaths and initial every page.
General Conditions of Contract (GCC)	YES – Sign the supplied GCC.
Supplier cost and risk assessment questionnaire	NO – Complete and sign the supplied pro forma document.
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A1)	NO – Complete to assist with ease of reference during evaluation.
Financial Statements	NO – Bidders are required to submit complete sets of audited or reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity.

16.2 Technical Evaluation (Gate 1) = 100 Points

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

Bidders will be evaluated out of 100 points and are required to achieve the minimum threshold of 70 out of

100 points. Only Bidders that have obtained a threshold of **70 out of 100** points will proceed to Gate 2 for Price and BEE evaluations. The criterion is outlined in **Annexure A2: Technical Evaluation Criteria**.

16.3 Price and B-BBEE evaluation (Gate 2) - 80 + 20 = 100 Points

16.3.1 Stage 1 – Price Evaluation (80 points)

Table 16B: Price evaluation formula

Adjudication Criteria	Maximum Points
Price Evaluation $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80

Where

- P_s = Points scored for price of Bid under consideration
 P_t = Rand value of Bid under consideration
 P_{\min} = Rand value of lowest acceptable Bid

16.3.2 Stage 2 – BBBEE Evaluation (20 points)

a. B-BBEE Requirements

In line with the SARS Internal Preference Point Policy, the SARS Supply Management Policy read with the SARS Application of Preference Point System – Internal Annexure, tenders that have achieved the minimum qualifying score for functionality will be evaluated out of 20 points for BBBEE as per the SARS Internal Preference Point Policy.

b. Bid Evaluation Process Gate 2: B-BBEE EVALUATION

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

Table 16C: B-BBEE Points allocation and required documents

Adjudication Criteria	Maximum Points
A duly completed SARS Preference Point Claim Form and a B-BBEE certificate.	20

Table 16C: Points Awarded for B-BBEE Status Level

BBBEE Status	Number of points (80/20 system)
EME/QSE/LE 100%BO	20
EME/QSE=>51%BO	18
Level 1	10
Level 2	9
Level 3	8
Level 4	6
Level 5	4
Level 6	3
Level 7	2
Level 8	1
Non-Compliant	0

The checklist below indicates the B-BBEE documents that must be submitted for this tender. Failure to submit the required documents will result in bidders scoring zero for B-BBEE

Table 16E: B-BBEE Checklist

Classification	Turnover	Submission Requirement
Exempted Micro Enterprise (EME)	Below R10 million p.a.	A sworn affidavit (Preferably a Department of Trade and Industry [DTI] Affidavit) or a Certificate from the Companies and Intellectual Property Commission (CIPC) or a B-BBEE Rating Certificate from a SANAS

		Accredited Rating Agency.
Qualifying Small Enterprise (QSE)	Between R10 million and R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency, or a sworn affidavit (Preferably a DTI Affidavit). This is only applicable to QSEs with 51% Black Ownership and above.
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 Verification Certificate from a verification agency accredited by the South African Accreditation System (SANAS), a Certificate from the Companies and Intellectual Property Commission (CIPC) 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 Bidder are not claimed.

Use and acceptance of Sworn Affidavits

SARS reserves the right to request that Service Providers submit their Black Ownership and turnover information in support of their affidavits.

Bidders will need to provide information which proves Black Ownership and turnover, in addition to the sworn affidavit, or request that their EME/QSE suppliers be verified and have this confirmed in the affidavit.

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 as a legal entity, provided that the entity submits their consolidated B-BBEE status level Verification Certificate scorecard and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

Proof of Existence: Joint Ventures

Bidders must submit proof of the existence of joint ventures arrangements. SARS will accept signed

agreements as acceptable proof of the existence of a joint venture arrangement.

The above-mentioned joint venture agreement must clearly set out the roles and responsibilities of the Lead Partner and the joint venture 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 venture arrangement.

Subcontracting

Bidders may not subcontract the provision of services contemplated in this Request for Proposal.

16.3.3 Stage 3 (80+20 = 100 points)

The Price and B-BBEE points will be consolidated to determine the successful bidder.

17 FINANCIAL STATEMENTS

Bidders are required to submit complete sets of audited / reviewed annual financial statements for the three (3) most recent financial periods in the name of the bidding entity.

17.1 The annual financial statements must contain:

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

17.2 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.

17.3 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.

17.4 In the event of the bid being in the form of a JV, the following is required:

- Annual financial statements of the JV for a registered JV and for unincorporated JV annual financial statements of each company

- A JV legal agreement detailing the percentage ownership of each entity; and
- A consolidated B-BBEE Certificate.

SARS reserves the right to request further information with regards to the annual financial statements of a bidder at a later stage.

18 AGREEMENTS

18.1 General Conditions of Contract

Any award made to a Service Provider under this bid is conditional, amongst others, upon such –

- 18.1.1** Bidder, as a minimum, accepting the terms and conditions set out in the General Conditions of Contract (GCC), which forms part of this tender pack
- 18.1.2** Bidder accepting all terms and conditions applicable to the appointment of a service provider for the provision of marketing and advertising services, as set out in this RFP document; and
- 18.1.3** Bidder accepting the terms and conditions of the Services Agreement proposed by SARS.

18.2 Service Level Agreement

- 18.2.1** The draft Service Level Agreement (SLA) constitutes the specialised terms and conditions upon which SARS is prepared to contractually engage the prospective Bidder(s) to render the services under this bid.
- 18.2.2** Bidders are requested to indicate their acceptance of the terms and conditions set out in the draft SLA.

18.3 Approach in the performance of the Services

SARS and OTO will issue a brief to the Successful Bidder as and when there is a campaign to be assigned. The Brief must be accepted by the Successful Bidder by signing and dating the document before implementation.

18.4 Performance Standards

- 18.4.1** SARS will prescribe certain minimum performance standards (Service Levels) when issuing a Brief to a Successful Bidder, the adherence to which is deemed crucial to the delivery of the Services at acceptable levels.
- 18.4.2** Failure to adhere to Service Levels will result in SARS levying a financial penalty for the Performance Failure. Multiple Performance Failures with the SARS's prescribed Service Levels will constitute a material breach of the SLA.

18.4.3 Notwithstanding the implementation of Financial Penalties, SARS reserves the right and without derogation to any other remedies it may have in law, to-

18.4.3.1 terminate the SLA for breach (persistent non-compliance) by the Successful Bidder

18.4.3.2 cancel with immediate effect the provision of the Services pursuant to a Brief or

18.4.3.3 temporarily step in and take over the Services either by itself or through a third party until such time as SARS is able to make a permanent alternative for the render of services.

18.5 Insurance

18.5.1 A Successful Bidder shall on or before the effective date and for the duration of the Service Level Agreement have and maintain in force adequate cyber insurance, data protection and professional indemnity insurance to cover any claims, losses and/or damages for which it may be liable in terms of the SLA.

18.6 Liability

18.6.1 A Successful Bidder shall be liable to SARS where SARS suffers any direct damages and/or Losses as a result of the Successful Bidder's failure to observe its obligations in terms of the SLA signed by the parties.

18.6.2 A Successful Bidder shall further be liable to SARS for all indirect and consequential or special damages and/or Losses suffered by SARS as a result of gross negligence, wilful misconduct, a breach of confidentiality provisions stipulated in the signed SLA between the parties, breach of Applicable Laws, infringement of a third party's intellectual property rights, or a criminal act committed by the Successful Bidder or any personnel of the Successful Bidder.

18.7 Indemnity

A Successful Bidder shall indemnify, hold harmless and agree to defend SARS and its officers, employees, agents, successors and assigns, against all claims or Losses arising from, or in connection with, any of the following-

18.7.1 Third party claims attributable to any breach of the provisions of the SLA by the Successful Bidder

18.7.2 Third party claims attributable to theft, fraud or other unlawful activity or any negligent, wilful or fraudulent conduct by the Successful Bidder or its personnel, and claims attributable to errors and/or omissions

18.7.3 Third party claims arising from or related to the death or bodily injury of any SARS agent, personnel, business invitee, or business visitor or other person on SARS's premises caused by the delictual conduct of the Successful Bidder or its personnel; and

18.7.4 Claims arising from damage to property owned or leased by SARS or belonging to a third party caused by acts or omissions of the Successful Bidder or its personnel.

19 SPECIAL CONDITIONS OF THIS BID

19.1 SARS reserves the right:

- 19.1.1** Not to award or to cancel this bid at any time and shall not be bound to accept the lowest or any bid
- 19.1.2** To negotiate with one or more Preferred Bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder(s) who has not been awarded the status of the Preferred Bidder(s)
- 19.1.3** To accept part of a Bid rather than the whole Bid
- 19.1.4** 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
- 19.1.5** To correct any mistakes at any stage of the Bid that may have been in the Bid documents or that occurred at any stage of the Bid process; and/or
- 19.1.6** To disqualify a Bidder whose bid contains a misrepresentation which is materially incorrect or misleading.

20 SARS requires Bidder(s) to declare

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

20.1 Confirm that the Bidder(s) is to:

- 20.1.1** Act honestly, fairly, and with due skill, care and diligence, in the interests of SARS
- 20.1.2** Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of professional activities
- 20.1.3** Act with circumspection and treat SARS fairly in a situation of conflicting interests
- 20.1.4** Comply with all applicable statutory or common law requirements applicable to the conduct of business
- 20.1.5** Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with SARS
- 20.1.6** Avoid fraudulent and misleading advertising, canvassing and marketing
 - Conduct its business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
 - 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.

21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

SARS reserves its right to disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock

exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

- 21.1** 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
- 21.2** 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
- 21.3** Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of SARS officers, directors, employees, advisors or other representatives
- 21.4** 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
- 21.5** 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
- 21.6** 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
- 21.7** Has in the past engaged in any matter referred to above or
- 21.8** 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.

22 MISREPRESENTATION DURING THE TENDER PROCESS AND LIFECYCLE OF THE CONTRACT

The Successful Bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SARS relies upon the Bidder's Tender as a material representation in making an award to a Successful Bidder and in concluding an agreement with the Bidder.

It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by SARS against the Bidder notwithstanding the conclusion of the SLA between SARS and the Bidder for the provision of the Service in question.

23 PREPARATION COSTS

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

24 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.

25 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.

26 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.

27 TAX COMPLIANCE

No tender shall be awarded to a Bidder whose tax affairs are not in order. 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.

28 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.

29 GOVERNING LAW

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

30 RESPONSIBILITY FOR BIDDER'S PERSONNEL

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this Bid.

31 CONFIDENTIALITY

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

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

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

32 INTELLECTUAL PROPERTY

SARS retains ownership of all Intellectual Property rights in the tender information documents that form part of this RFP. Bidders will retain the Intellectual Property rights in their tender responses, but grant SARS the right to make copies of, alter, modify or adapt their responses, or to do anything which in its sole discretion

is necessary to do for reasons relating to the RFP process.

33 SARS PROPRIETARY INFORMATION

A Bidder must make a declaration on their Bid covering letter that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

34 ANNEXURE A1 – TECHNICAL COMPLIANCE CHECKLIST

35 ANNEXURE A2 – TECHNICAL EVALUATION SCORECARD

36 ANNEXURE B – TESTIMONIAL TEMPLATE

37 ANNEXURE C – PRICING SCHEDULE