

# **REQUEST FOR PROPOSAL**

**RFP 30/2014**

## **MEDIA RELATIONS AND STAKEHOLDER ENGAGEMENT SERVICES**

### **Summary, Guidelines, Conditions and Instructions**

TABLE OF CONTENTS

1	STRUCTURE OF THE RFP PACK .....	3
2	KEY DATES AND ACTIVITIES .....	4
3	CONTACT PERSONS .....	4
4	SARS'S REQUIREMENTS .....	4
5	SARS'S APPROACH TO THIS RFP.....	4
6	BIDDING QUALIFICATION .....	7
7	EVALUATION AND SELECTION .....	12
8	GENERAL CONDITIONS OF TENDER .....	17
9	INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP .....	21

## Summary, Guidelines, Conditions and Instructions

The South African Revenue Service (“**SARS**”) invites certain qualified persons/entities (“**Bidders**”) to submit tenders (“**Tenders**”) in accordance with the rules set out in this Request for Proposal (“RFP”) for the supply of the following:

- The provision of **Media Relations and Stakeholder Engagement Services** and related services to SARS (the “Services”). The Bidder is referred to section 5.3 of the Main *RFP Summary, Guidelines, Instructions and Conditions document* (SARS RFP 30/2014 **Media Relations and Stakeholder Engagement Services** for the use and meaning of capitalised terms used in the RFP pack).

## 1 STRUCTURE OF THE RFP PACK

### 1.1 Structure

This RFP Pack is organised in 4 (four) sections consisting of 1 (one) or more documents in each section.

Section	Description of section contents
1	This RFP Summary, Guidelines, Instructions and Conditions document; Bidder's conference registration forms; Standard Bid Documents (SBD).
2	The proposed agreement under which SARS wishes to contract the services and SARS Oath of Secrecy.
3	Templates required by the Bidder to prepare and submit its Tender.
4	Checklist Template that is required to form part of the Bidder's Tender.

Each document in the RFP pack is identified by the following convention:

**SARS RFP 30/2014 <s>-<n> <document name>**

Where: <s> is the section number and <n> is an identifying number within the section. <document name> is a name describing the document contents.

### 1.2 RFP Pack Contents

Section	Document filename	Description of contents
1	SARS RFP 30-2014 1-1 Media Relations, and Stakeholder Engagement Services Summary Guidelines Instructions and Conditions	• Main Document
	SARS RFP 30-2014 1-2 Standard Bidding Documents (SBD's)	• SBD'S
2	SARS RFP 30-2014 2-1 Media Relations, and Stakeholder Engagement Services Agreement	• Services Agreement
	SARS RFP 30-2014 2-2 Oath of Secrecy	• Oath of Secrecy
3	SARS RFP 30-2014 4-1 Checklist Template	• Checklist Template

## 2 KEY DATES AND ACTIVITIES

The table below lists certain key dates and activities relevant from time of issuance of the RFP up to and until the Closing Date:

No	Description	Start Date/Time	End Date/Time
1.	RFP issued	27 February 2015	12 March 2015
3.	Bidders to submit written questions	02 March 2015	05 March 2015 at 16:00
4.	SARS to respond to written questions	06 March 2015	10 March 2015 at 16:00
4.	Tenders due (" <b>Closing Date</b> ")		12 March 2015 at 11:00am

All dates and times in this RFP are South African Standard Time.

Any time or date in this RFP is subject to change at SARS's sole discretion. The establishment of a time or date in this RFP does not create an obligation on the part of SARS to take any action, or create any right 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 Tender submission (the Closing Date) for any reason, the requirements of this RFP otherwise apply equally to the extended deadline.

## 3 CONTACT PERSONS

All communications to SARS must be addressed to Tender Office at:

- e-mail: [tenderoffice@sars.gov.za](mailto:tenderoffice@sars.gov.za)
- tel number: (012) 422 6821

Communications sent by SARS regarding this tender will only be regarded as official communication if sent from the SARS Tender Office.

## 4 SARS'S REQUIREMENTS

SARS's mandate under the South African Revenue Service Act, 1997 (Act No. 34 of 1997) includes the collection of all revenues that are due, ensuring maximum compliance with revenue legislation and providing a customs service that will maximise revenue collection, facilitate trade and protect the borders of South Africa. SARS's vision is to be an innovative revenue and customs agency that enhances economic growth and social development and supports South Africa's integration into the global economy in a way that benefits all citizens. SARS strives to exercise its mandate in an efficient and cost effective manner.

## 5 SARS'S APPROACH TO THIS RFP

### 5.1 Objectives

SARS's primary objective in issuing this RFP is to conclude a service agreement with the successful Bidder that will achieve the following:

- 5.1.1 best value for money;
- 5.1.2 the sustainable supply of Communication, Public Relations and Stakeholder Engagement Services;
- 5.1.3 the meeting of SARS's current requirements (at a minimum) and providing for flexibility to meet SARS's future needs as they relate to the scope;
- 5.1.4 a successful contractual relationship between the parties that is flexible and highly responsive to SARS's changing requirements over the Term;
- 5.1.5 provision to SARS of the services in a manner that is intended to create and maintain a high level of client satisfaction, in line with agreed service levels;
- 5.1.6 providing opportunities to small and medium-sized businesses which are compliant with the Broad-Based Black Economic Empowerment, 2003 (Act No. 53 of 2003) its Regulations and Practice Codes.

## **5.2 Proposed Agreement**

- 5.2.1 Any award made to a Bidder under this RFP is conditional, amongst others, upon SARS and such Bidder concluding a comprehensive written contract regulating the specific terms and conditions applicable to the Services.
- 5.2.2 The proposed Services Agreement is set out in SARS RFP 30-2014 Media Relations Communication, Public Relations and Stakeholder Engagement Services of this RFP which reflects the minimum terms and conditions upon which SARS proposes to contract with a successful Bidder.
- 5.2.3 The Bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that SARS will rely upon the Bidder's Tender as a material representation, if the Bidder is successful, in making any award to the Bidder and concluding an agreement with the Bidder. It follows therefore that misrepresentations in a Tender may give rise to a claim by SARS against the Bidder notwithstanding the conclusion of a Services Agreement between SARS and the Bidder for the provision of the Services in question. In the event of a conflict between the Bidder's Tender and the Services Agreement concluded between the parties, the Agreement will prevail.
- 5.2.4 SARS issues this RFP on the assumption that the term of the Services Agreement will be for a period of 3 (three) years with the option to extend for a further period of two years on the same terms and conditions.
- 5.2.5 SARS reserves the right to defer the commencement date of the Services or any component of the RFP scope.
- 5.2.6 In the event that the successful Bidder fails to sign the proposed Services Agreement after award of the Tender within 21 (twenty-one) days, or such longer period as may be determined by SARS, of SARS calling upon it in

writing to do so, SARS reserves the right to cancel the award to the Bidder and/or engage with the Reserve Bidder, as determined in paragraph 7.4.2, and conclude the contract with such Bidder to the exclusion of the successful Bidder, or to take any other action SARS deems reasonable, necessary and just in the circumstances.

### **5.3 Model of service supply**

While details of the model of service supply are specified in Section 5.3.4, the Bidder's attention is drawn to the following disclaimers and rights that are specifically reserved by SARS, such rights and disclaimers being fundamental to the model of service supply:

- 5.3.1 A Bidder will be appointed to provide Media Relations, and Stakeholder Engagement Services to SARS on a non-exclusive basis.
- 5.3.2 SARS reserves the right to contract with another service provider in case where the appointed Bidder fails to deliver services in accordance with the Media Relations and Stakeholder Engagement Services Agreement, including the specified service levels.
- 5.3.3 The service provider will be required to provide the following services to SARS:

Enhance the SARS Image and Perceptions as well as the SARS Culture and Values by offering a complete end-to-end, one stop shop media relations and engagement service to SARS covering the following service areas:

In terms of Phase 1 SARS requires the following services:

Current State Assessment:

- Analysis of the general perceptions of SARS by the taxpayers and the public
- Measurement and brand improvement of the institution

Proposal and Implementation Plan

Engagement:

- Customer insight
- Formal consultation programmes
- Media Relations Strategic advice and counsel
- Profiling of SARS in the Media
- Advice on engagement strategies
- Reputation management
- Intelligence gathering and briefing

- Emergency communications planning and preparedness
- Crisis and issues management

## **6 BIDDING QUALIFICATION**

### **6.1 Introduction**

SARS has a detailed evaluation methodology premised on Treasury Regulation 16A3 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), which prescribes that SARS's procurement processes be:

- 6.1.1 economical, efficient, fair, equitable, transparent, competitive and cost effective;
- 6.1.2 consistent with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), read with the Preferential Procurement Regulations, 2011; and
- 6.1.3 consistent with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 6.1.4 consistent with the prescripts of National Treasury relating to Supply Chain Management ("SCM").

In furtherance of this evaluation methodology, the following bidding qualifications set out further in this paragraph 6 will apply.

### **6.2 Bidding Qualification**

- 6.2.1 Prospective Bidders who cannot, or do not, satisfy all of the conditions contained in paragraphs 6.2.1.1 to 6.2.1.5 should not submit Tenders. If a Bidder is found not to meet any 1 (one) of the requirements listed in paragraphs 6.2.1.1 to 6.2.1.5 then that Bidder's Tender will be rejected without any further consideration.
  - 6.2.1.1 SARS is only interested in organisations that take accountability for service delivery. To avoid issues encountered where a single entity cannot provide the warranties of performance required or be held accountable for performance, SARS reserves the right not to consider Tenders submitted by a consortium or a special purpose vehicle constituted only for the purpose of responding to this RFP.
  - 6.2.1.2 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) / have a local branch office / or local representation in South Africa.
  - 6.2.1.3 The Bidder must be fully tax compliant and must submit a valid Tax Clearance Certificate as part of its Tender. The Bidder's attention is further drawn to the requirement that the successful Bidder must ensure that it remains compliant with all South African Tax and Customs laws and

regulations throughout the term of the Services Agreement, and a failure to do so will be a material breach of the Services Agreement.

- 6.2.1.4 The Bidder as well as any subcontractors it may appoint must be compliant in terms of having the required certifications, permits and/or accreditations required by South African regulatory bodies for the provision of the Services for which the Bidder is submitting a Tender. The Bidder must submit copies of all certifications, permits and/or accreditations required to deliver the Services.
- 6.2.1.5 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to tax legislation, labour legislation and bargaining council agreements (if applicable), health and safety regulations and environmental laws.
- 6.2.2 Subject to sub-paragraph 6.2.3 below, SARS will 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% (fifteen percent) 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"):
  - 6.2.2.1 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 RFP;
  - 6.2.2.2 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;
  - 6.2.2.3 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;
  - 6.2.2.4 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;
  - 6.2.2.5 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;
  - 6.2.2.6 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;
  - 6.2.2.7 has in the past engaged in any matter referred to in sub-paragraphs 6.2.2.1



to 6.2.2.6 foregoing; or

- 6.2.2.8 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.
- 6.2.3 SARS in its sole discretion will be entitled (but not obliged) to exempt, in writing, a Bidder from disqualification in terms of sub-paragraph 6.2.2.7 foregoing. A Bidder that stands to be disqualified in term of sub-paragraph 6.2.2.7 foregoing may, prior to submitting a Tender, approach SARS in writing for an exemption as foresaid, in which event:
  - 6.2.3.1 the Bidder is required to provide SARS with full information to enable SARS to consider such application for exemption; and
  - 6.2.3.2 SARS will not be obliged to consider any such application or to grant any exemption, such consideration or granting of exemption being solely within SARS's discretion.
- 6.2.4 By submitting a Tender the Bidder represents to SARS that it does not stand to be disqualified in terms of paragraph 6.2.1 foregoing, unless it has otherwise applied for exemption or been exempted in terms of paragraph 6.2.3 foregoing.
- 6.2.5 SARS will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to SARS in its Tender or at any stage during this RFP process.
- 6.2.6 SARS may disqualify a Bidder:
  - 6.2.6.1 whose Tender contains a negligent misrepresentation which is materially incorrect or misleading;
  - 6.2.6.2 in respect of whom any of the 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% (fifteen percent) interest in the Bidder other than through shares listed on a recognised stock exchange), directors or members of senior management are not in full compliance with all applicable laws relating to taxation in South Africa, in which regard SARS further reserves the right to require the Bidder to submit a valid tax clearance certificate in respect of any 1 (one) or more such persons;
  - 6.2.6.3 whom SARS considers to be directly or indirectly owned, controlled or managed by persons who are not acceptable to SARS from an ethical, business or governance perspective;
  - 6.2.6.4 who had access to any of SARS's 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 in respect of this RFP;
  - 6.2.6.5 who materially fails to comply with any conditions or requirements of this RFP;

- 6.2.6.6 who in SARS's opinion has either materially failed to comply with any of the conditions of any existing or past agreement between such Bidder and SARS; or who has performed unsatisfactorily under any such agreement and has continued to fail to comply and/or perform unsatisfactorily after being called upon by SARS to remedy its non-compliance and/or poor performance under the agreement; or
- 6.2.6.7 who fails to respond as required to written notices given by SARS in connection with its Tender under this RFP.

### 6.3 TENDER SUBMISSION

- 6.3.1 Tender documents may either be posted to the Tender Office - SARS Procurement Department, Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, 0181 OR placed in the tender box at the main entrance at the aforesaid address.
- 6.3.2 Tender documents will only be considered if received by the Tender Office before the Closing Date and time, regardless of the method used to send or deliver such documents to SARS as set out in paragraph 6.3.1 above.
- 6.3.3 Late tenders will not be considered under any circumstances.
- 6.3.4 Prior to submission the Bidder must check the numbering of the pages of its Tender and satisfy itself that none are missing or duplicated. The Bidder must submit a signed checklist in accordance with the instructions contained in paragraph 9 regarding the completion and inclusion of the template **RFP 30-2014 4-1 Checklist Template**. No liability is accepted by SARS in regard to Tenders which have missing or duplicated pages and SARS is under no obligation to draw any such defect to the attention of the Bidder.
- 6.3.5 In this RFP document the terms "shall", "will" and "must" indicate a mandatory requirement. Bidder compliance with mandatory requirements are essential. Failure to comply with such requirements can lead to the disqualification of a Bidder. The terms "should" or "may" indicate desirable or advisory requirements. Bidder compliance with such terms may lead to an increase in a Bidder's technical score.
- 6.3.6 All documents must be signed by a duly authorised signatory on behalf of the Bidder and initialled on every page where a full signature is not required. A signatory's authority to sign must appear from supporting documentation such as a copy of a board resolution duly authorising the signatory to sign the tender documents on behalf of the company. The Bidder must sign and/or initial (as applicable) both the original and all copies of the RFP response. SARS may hold the signatory personally liable in the event that such person is not duly authorised by the Bidder.
- 6.3.7 All tender documents must be submitted in original, hard copy format as well as on a compact disc (CD) / flash drive in the requisite document format. Tender documents transmitted to SARS by facsimile or email will not be accepted as valid tenders.
- 6.3.8 All Tenders and supporting documentation must be submitted in English.

- 6.3.9 SARS reserves the right to retain the Bidder's proposal for audit purposes. SARS will return the Bidder's proposal only upon written request being made to SARS and on condition that the Bidder tenders the cost of making the necessary photocopies for SARS's records.
- 6.3.10 All costs incurred during the preparation and compilation of a Bidder's proposal, as well as the delivery of a Bidder's tender documents to SARS will be borne exclusively by the Bidder.
- 6.3.11 Bids will remain valid for a minimum period of **180 days** from the Closing Date.

#### 6.4 TENDER COMPLIANCE

The Bidder must ensure that all provisions and instructions in this paragraph 6 and paragraph 9 for the completion and submission of a Tender are followed in detail.

- 6.4.1 The Bidder's attention is drawn to the following documents which are required as part of a Bidder's Tender and which, if omitted, may result in that Tender being disqualified:
  - 6.4.1.1 a current, valid Tax Clearance Certificate;
  - 6.4.1.2 all SBD documents included in Section 2 of this RFP pack, duly completed as instructed, signed and initialled by the Bidder where so required;
  - 6.4.1.3 a valid B-BBEE certificate issued by an accredited rating agency, or if the Bidder does not have a B-BBEE certificate the Bidder must complete all applicable B-BBEE forms as included in this RFP pack **SARS RFP 30-2014 1-2 Standard Bidding documents**;
  - 6.4.1.4 SARS's Oaths of Secrecy (**SARS RFP 30-2014 Oath of Secrecy.pdf**) duly completed, initialled and signed (where applicable) by each member of the Bidder's Bid team in the presence of a Commissioner of Oaths and bearing the Commissioner's official stamp and signature; and
- 6.4.2 A letter from other clients the bidder has services over the past 3 years.
- 6.4.3 SARS may reject a Tender which:
  - 6.4.3.1 is conditional on SARS's acceptance of substantial deviations from the proposed contract included in this RFP;
  - 6.4.3.2 substantially deviates from the proposed contract included in this RFP;
  - 6.4.3.3 fails to commit to the key deliverables required by this RFP;
  - 6.4.3.4 does not contain the correct number of copies, or if copies are submitted in an incorrect format; or
  - 6.4.3.5 is non-compliant in any respect.
- 6.4.4 SARS may in its sole discretion decide to condone non-compliance by a Bidder with any of the administrative requirements set out in this RFP. In

such an event SARS may allow the Bidder an opportunity to remedy the defect within 7 (seven) days, or such shorter period as SARS may determine, of the Bidder being notified by SARS of such defect. Under no circumstances however will Bidders be allowed to make any material amendments or materially supplement their tender submissions after the stipulated Closing Date and time.

## **7 EVALUATION AND SELECTION**

### **7.1 Process after Closing Date**

After the Closing Date in paragraph 2:

- 7.1.1 SARS may request additional information, clarification or verification in respect of any information contained in or omitted from a Bidder's Tender, which SARS may do either in writing or at a meeting convened with the Bidder for that purpose;
- 7.1.2 SARS may conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and/or production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS will evaluate the Bidder's proposal based on the limited information at hand;
- 7.1.3 no amendment/s may be made to a Tender, unless specifically permitted or requested by SARS;
- 7.1.4 SARS may shortlist Bidders and may request presentations from such short-listed Bidders. All costs relating to the preparation of such presentations will be borne by the Bidders;
- 7.1.5 SARS may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the respective Tenders;
- 7.1.6 SARS will evaluate the Tenders with reference to SARS's Evaluation Criteria detailed in paragraph 7.3. SARS reserves the right to employ subject matter experts to assist in performing such evaluations. SARS reserves the right to review the scores of Bidders where inconsistencies are identified.

### **7.2 SARS's Pre-qualification Criteria**

- 7.2.1.1 SARS has defined minimum pre-qualification criteria that must be met by the Bidder in order for SARS to accept a Tender for evaluation. In this regard a pre-evaluation verification will be carried out by SARS in order to determine whether a Tender complies with the provisions of paragraphs 6.2 and 6.4:
- 7.2.1.2 Where there is a failure to comply fully with any of the pre-qualification criteria, or SARS is for any reason unable to verify whether the pre-

qualification criteria are fully complied with, SARS will have the right to either:

- 7.2.1.2.1 reject the Tender in question and not to evaluate it at all;
- 7.2.1.2.2 give the Bidder an opportunity to submit and/or supplement the information and/or documentation provided by it under its Tender so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as SARS may determine, of it being requested by SARS and is administrative in nature, as opposed to forming a material part of the Bidder's Proposal;
- 7.2.1.2.3 in any event permit the Tender to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Tender.

### 7.3 SARS's Evaluation Criteria

- 7.3.1 SARS's evaluation criteria provide for the accumulation of points for a Bidder's Tender based on the extent to which it:
  - 7.3.1.1 can provide the requisite Service to meet SARS's requirements;
  - 7.3.1.2 enables SARS to contain its risks
  - 7.3.1.3 achieves SARS's Broad Based Black Economic Empowerment ("B-BBEE") objectives, in which regard the Bidder's attention is drawn to the Preferential Procurement Regulations, 2011; and
- 7.3.2 SARS's evaluation of Tenders includes functionality as a criterion and hence the evaluation of Tenders will be conducted in a 2 (two) stage process.
- 7.3.3 In the first stage the assessment of functionality will be performed in terms of the following criteria:

Criterion	Points
Credentials ( A comprehensive company profile)	10
<b>Media Relations and Stakeholder Engagement Services Experience including in the :</b> <ul style="list-style-type: none"> <li>public service sector (government and state owned companies)</li> <li>financial service sector</li> </ul>	20
At least five (5) Customer reference letters	5
<b>Required standard of expertise of resources:</b> please submit at least 3 CV's of resources that will be allocated to the account	15
<b>Account management:</b> <ul style="list-style-type: none"> <li>Range of in-house services provided - ability to provide a holistic solution</li> </ul>	10

<ul style="list-style-type: none"> <li>• Level of expertise provided and extent to which this expertise is accessible</li> <li>• List of clients receiving the respective services</li> <li>• The agency's philosophy of account management</li> <li>• The company's operating model</li> <li>• Number of accounts retained, gained and lost during past two years</li> <li>• Industry assessment rating</li> <li>• Reference letters from clients</li> <li>• Dealing with difficult and demanding clients – case studies</li> </ul>	
<p>Innovation. Bidders must demonstrating the understanding of the SARS brand and mandate, including an understanding of the challenges SARS faces and recommendations as to how such challenges can be dealt with.</p> <ul style="list-style-type: none"> <li>• Demonstrate and understanding of the SARS brand and its mandate (maximum of 3 000 words).</li> </ul> <p>Motivate why the agency wants to acquire the SARS account (maximum of 3 000 words) and the bidder is required to detail the following:</p> <ul style="list-style-type: none"> <li>• Define challenges the SARS brand faces and how these could be addressed</li> <li>• Analyse and critique SARS Media Relations, Public Relations and Engagement activities over the past five years. Using the analysis and critique to provide key areas of improvement in the form of a proposal.</li> <li>• Demonstrate an understanding of the economic climate and an understanding of the government budget/financial cycle and its relevance to SAR</li> </ul>	<b>30</b>
The Bidder must submit copies of all certifications, permits and/or accreditations required to deliver the Services.	<b>10</b>
<b>Total</b>	<b>100</b>

**7.4 Bidders' Tenders will be evaluated for functionality out of a possible 100 (one hundred) points.** Only acceptable Bid(s) that score a number of points for functionality that is greater than or equal to the prescribed minimum threshold of **70 (seventy) points**.

7.4.1.1 Where no Bid(s) achieve the prescribed **70 (seventy)** points, SARS at its own discretion reserves the right to select the highest scoring Bid(s) and any Bid(s) scoring greater than 90% (ninety percent) of the highest scoring Tender's score to proceed to the next stage of evaluation.

7.4.1.2 In the second stage (STAGE 2) of the evaluation, Tenders that qualified STAGE 1 will be evaluated in terms of the 90/10 preference points system under section 2 of the Preferential Procurement Policy Framework Act, 2000, read with the Preferential Procurement Regulations, 2011.

Criterion	Points
B-BBEE status	10
Price	90

The checklist below indicates the B-BBEE documents that must be submitted for tenders, failure to submit will result in scoring zero for B-BBEE.

Turnover	Classification	Submission Requirement
Below R5 million p.a	Exempted Micro Enterprise (EME)	BEE Rating Certificate or Letter from Auditors/Accounting Officer to verify that accredited EME and percentage of black ownership.
Between R5 million and R35 million p.a	Qualifying Small Enterprise (QSE)	B-BBEE Rating Certificate from an Accredited Rating Agency
Above R35 million p.a	Large Entity (LE)	B-BBEE Rating Certificate from an Accredited Rating Agency

- Joint Venture (JV) – Certificates of both companies must be included as illustrated.
- <http://www.thedti.gov.za/bee/notice32467.pdf> Notice from the Minister of Trade & Industry on the accredited verification agencies.
- [http://www.sanas.co.za/directory/bbee\\_default.php](http://www.sanas.co.za/directory/bbee_default.php) List of SANAS Accredited Verification Agencies on behalf of the DTI.
- NB: Bidder(s) to note that Paragraph 10.2 of the Implementation Guide Preferential Procurement Regulations, 2011 pertaining to the Preferential Procurement Policy Framework Act No 5 of 2000 issued on the 1 December 2011 will be applicable to this RFP. The implementation guide states that a contractor is not allowed to subcontract more than 25% of

the contract value to any other enterprise that does not have equal or higher B-BBEE status level, unless the intended subcontractor is an EME that has the capability and ability to execute the sub contract.

Valid BEE and Tax Clearance Certificates of sub-contractors must be submitted

- 7.4.2 Following SARS's evaluation of the Tenders, SARS has the right to, inter alia, in its sole discretion:
  - 7.4.2.1 shortlist 1 (one) Bidder who will be referred to as preferred Bidder;
  - 7.4.2.2 identify 1 (one) or more Bidders who will be appointed as Reserve Bidder;
  - 7.4.2.3 conduct a due diligence on any Bidder, which may include interviewing customer references or performing other activities to verify a Bidder's submitted or other information and capabilities (including visiting the Bidder's various premises and production sites to verify certain stated facts or assumptions) and in which regard the Bidder will be obliged to provide SARS with all such access, assistance and/or information as SARS may reasonably request. The Bidder shall respond within the timeframes set by SARS, failing which SARS reserves the right to withdraw a Bidder's status as a preferred or reserve Bidder; and/or
  - 7.4.2.4 take any other action it deems appropriate.
- 7.4.3 SARS reserves the right to revise the points accorded to a Bidder in respect of all or any of the criteria at any time in the event of further information being obtained by SARS (including but not limited to sub-paragraphs 7.3.1 to 7.3.1.2 foregoing), which in SARS's reasonable opinion justifies such revision.
- 7.4.4 SARS will be under no obligation to select the Bidder with the highest number of points.
- 7.4.5 Upon being awarded this RFP, the successful Bidder will be required to enter into the Services Agreement as issued as part of this RFP pack, save for non-material amendments to incorporate the Bidder's details, with SARS in accordance with paragraph 5.2. In this regard, SARS will enter into dialogue with the Bidder with a view to concluding a Services Agreement. SARS will be entitled to cease the dialogue with a Bidder and to engage with another Bidder if SARS, in its sole discretion, if it is of the opinion that the Bidder:
  - 7.4.5.1 has made misrepresentations in its Proposal;
  - 7.4.5.2 is attempting to withdraw from positions set out in the proposed Service Agreement issued with the RFP;
  - 7.4.5.3 is not interacting in good faith; or
  - 7.4.5.4 an agreement may not be expeditiously concluded with the Bidder for any other reason.



- 7.4.6 By submitting a Tender, the Bidder will not have any claim whatsoever against SARS in the event that:
  - 7.4.6.1 such Tender is disqualified due to non-compliance by the Bidder with any of SARS's requirements; or
  - 7.4.6.2 such Bidder disagrees with the results of the tender evaluations performed by SARS; or
  - 7.4.6.3 a contract is awarded by SARS to a Bidder on terms and negotiated after the award of the Tender and that differ from the proposed Service Agreement attached to this RFP provided that such deviation is required in order to align the proposed contract with the accepted Tender.
- 7.4.7 SARS will inform unsuccessful Bidders in writing of the outcome of the tender process.
- 7.4.8 Debriefing sessions will take place upon written request being made to SARS by the Bidder, but only after SARS has appointed and engaged with the successful Bidder(s).

## **8 GENERAL CONDITIONS OF TENDER**

### **8.1 Acceptance of RFP conditions**

The Bidder's participation in the RFP process (including but not limited to registering for and/or attending the Bidders' briefing session and/or information sessions, directing questions to SARS or submitting a Tender) is deemed to constitute acknowledgement and acceptance by the Bidder of the terms and conditions contained in this RFP.

### **8.2 Reservation of rights**

SARS reserves the right in its discretion to:

- 8.2.1 make no award or to award the Tender for only some of the required Services;
- 8.2.2 withdraw, suspend or cancel this RFP or the RFP process at any time;
- 8.2.3 not provide reasons for its rejection or the failure of any Bidder or Tender, save on application and in terms of applicable legislation;
- 8.2.4 change any of its requirements as set out in this RFP by notice to all prospective Bidders;
- 8.2.5 change any condition, procedure or rule of the RFP by notice to all prospective Bidders;
- 8.2.6 supplement any information contained in this RFP by notice to all prospective Bidders;
- 8.2.7 amend, vary, or supplement any of the terms contained in this RFP by notice

to all prospective Bidders;

- 8.2.8 re-advertise for Tenders;
- 8.2.9 undertake further checks on Bidders, which may include information on public record or in the public domain;
- 8.2.10 take into account the service history of the Bidder should services and/or goods previously have been rendered and/or delivered to SARS by the Bidder, or by any of the Bidder's directors, members or trustees. SARS reserves the right not to award the Tender to a Bidder whose track record (or that of any of its directors, members or trustees) with SARS is unsatisfactory. In such an event the Bidder will be informed accordingly and afforded an opportunity to object;
- 8.2.11 to no longer consider a Bidder's Tender where adverse information about the Bidder or its Tender submission has come to the attention of SARS, provided that such Bidder is informed accordingly and invited to comment;
- 8.2.12 to award a Tender based on which Bidder is offering the best proposal, even if such Tender has not achieved the highest BEE score tender; and
- 8.2.13 to make the award subject to the successful Bidder entering into a Services Agreement with SARS on such terms and conditions as are acceptable to SARS.

### **8.3 Validity of information**

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

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

### **8.4 RFP not an offer**

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

Nothing in this RFP or any other communication made between SARS (including its officers, employees, advisers and representatives) is a representation that SARS will offer, award or enter into a contract with the Bidder.

### **8.5 Preparation Costs**

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this RFP and all other costs incurred by it throughout the RFP process.

Furthermore, no statement in this RFP will be construed as placing SARS, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this RFP.

#### **8.6 Conflict of Interest**

If at any time the Bidder identifies an actual or potential conflict of interest, the Bidder must immediately notify SARS in writing. SARS reserves the right to exclude the Tender submitted by such Bidder from further consideration, unless the Bidder is able to resolve such conflict to SARS's satisfaction.

#### **8.7 Indemnity**

If a Bidder breaches the conditions of this RFP and, as a result of that breach, SARS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the RFP process and/or enforcement of intellectual property rights or confidentiality obligations), then the Bidder indemnifies and holds SARS harmless from any and all such costs which SARS may incur and for any damages or losses SARS may suffer. The Bidder's attention is drawn to paragraph 8.2.

#### **8.8 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.

#### **8.9 Responsibility for sub-contractors and Bidder's personnel**

A Bidder is responsible for ensuring that its, personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this RFP and in particular the provisions of paragraph 8.10 below. In the event that SARS allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and SARS will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors,

#### **8.10 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 RFP or a Bidder's Tender(s) will be disclosed by any Bidder or other person not officially involved with SARS's examination and evaluation of a Tender.

No part of the RFP 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 Tender. This RFP and any other documents supplied by SARS remain proprietary to SARS and must be promptly returned to SARS upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

Throughout this RFP 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 RFP relates; or (ii) the process which follows this RFP. Failure to adhere to this requirement may result in disqualification from the RFP process and 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.

#### **8.11 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.

#### **8.12 Limitation of Liability**

A Bidder participates in this RFP 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 RFP process.

#### **8.13 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, or has submitted a fraudulent Tax Clearance Certificate to SARS. 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.

#### **8.14 National Treasury**

No tender shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appear 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.

#### **8.15 Governing Law**

South African law governs this RFP and the RFP 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 RFP, the RFP itself and all processes associated with the RFP.

## 9 INSTRUCTIONS FOR SUBMITTING A RESPONSE TO THIS RFP

This paragraph 9 details the instructions to Bidders for preparing a Tender response to RFP 30/2014. These instructions must be followed in detail to ensure that the information contained in the Bidder's Tender is correct, complete and properly structured. All Tenders must comply with the requirements and instructions as set out in the RFP. Bidders must ensure that information and documentation supplied can be easily understood and thus, can be evaluated in a fair and consistent manner. Should a Tender be received that is not in the correct format, SARS reserves the right to reject the entire Tender or portions of the Tender depending on the extent of the deviation from the format described in this document. Information that has not been requested must not be submitted in the Bidder's Tender.

### 9.1 Organisation of a Tender response

- 9.1.1 The Bidder's Proposal contents are detailed in this paragraph.
- 9.1.2 The Bidders must submit a single hardcopy of its Tender contained in a number of hardcopy files, and a single electronic copy written to a number of Compact Discs (CD) or Digital Versatile Discs (DVD).
- 9.1.3 The Bidder's hardcopy must be printed single-sided and filed in a A4 ring bound file. The Bidder electronic response must be written to a CD/DVD.
- 9.1.4 The Bidder's Tender will consist of 1 (one) hardcopy file and 1 (one) CD.
- 9.1.5 The Bidder must submit the following in the hardcopy file:

Response File Structure		
<b>Label</b> (on both file cover and CD)		[Bidder Name]  SARS RFP 30 / 2014 <b>Media Relations and Stakeholder Engagement Services</b>
Section	Document file divider/Directory name	Content Required
1	Covering Letter	A letter from the Bidder confirming the submission of its Tender and is signed by an authorised signatory of the Bidder.  No template is provided – this is to be submitted in free format and must be submitted on the Bidder's letterhead.  In the electronic copy the original signed document must be scanned and submitted in PDF format.
2	All SBD's	Completed Standard Bidding Documents <ul style="list-style-type: none"> <li>• <u>Invitation to Bid (SBD 1)</u></li> <li>• <u>Tax Clearance (SBD 2)</u></li> </ul>

		<ul style="list-style-type: none"> <li>• <u>Declaration of Interest (SBD 4)</u></li> <li>• <u>Preference Points Claim Form (SBD 6.1)</u></li> <li>• <u>Declaration of Past SCM Practices (SBD 8)</u></li> <li>• <u>Certificate of Independent Bid Determination (SBD 9)</u></li> </ul> <p>The original signed documents must be included in the hardcopy file.</p> <p>In the electronic copy the original signed document must be scanned and submitted in PDF format.</p>
3	Oath of Secrecy	<u>Oath of Secrecy</u> <p>Duly completed, initialled and signed (where applicable) by each member of the Bidder's bid team or an authorised signatory of the Bidder in the presence of a Commissioner of Oaths and bearing the Commissioner's official stamp and signature.</p>
4	TCC	<p>Tax Clearance Certificate valid at the Closing Date.</p> <p>In the hardcopy file the original document must be included.</p> <p>In the electronic copy the original must be scanned and submitted in PDF format.</p>
5	B-BBEE Certificate	<p>The Bidder's B-BBEE certificate, valid as at the Closing Date.</p> <p>For the electronic copy, the original must be scanned and submitted in PDF format.</p>
6	Technical Responses	<p>Technical Responses.</p> <p>A printout of the completed Technical Responses must be included in the hardcopy file.</p>
7	Checklist template	<p>Complete Checklist template <u>Proposal Checklist</u></p> <p>A signed printout of the completed template must be included in the hardcopy file.</p> <p>A scanned copy of the signed checklist must be submitted in PDF format.</p>

9.1.6 The CD submitted must contain electronic copies in the format as indicated in the table above.

9.1.7 The Tender (the hardcopy file and CD) must be wrapped and sealed in an envelope and must be labelled as follows:

[Bidder Name]

SARS RFP 30 / 2014

Media Relations and Stakeholder Engagement Services