

REQUEST FOR PROPOSAL

DESCRIPTION:

PROVISION OF MEDIA MONITORING AND ANALYSIS SERVICES

DATE ISSUED: 29 NOVEMBER 2019

CLOSING DATE: 07 JANUARY 2020 at 11H00

TENDER BOX:

GROUND FLOOR, LINTON HOUSE
BROOKLYN BRIDGE
570 FEHRSEN STREET
BROOKLYN
PRETORIA

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1 INTRODUCTION

The South African Revenue Service (SARS) is uniquely placed to contribute to government's plan of action to address socio-economic growth and development, poverty alleviation and job creation. Through the vital role of providing the revenue to fund the full spectrum of initiatives, plans, programmes and strategies of national and provincial government departments, SARS plays a crucial enabling role for government delivery.

2 OVERVIEW OF SARS

Our Mandate

In terms of the South African Revenue Service Act, 1997 (Act No. 34 of 1997), SARS is mandated to:

- Collect all revenues due;
- Ensure optimal compliance with tax and customs legislation; and
- Provide a customs and excise service that will facilitate legitimate trade, as well as protect our economy and society.

Our Vision

To administer our tax, customs and excise duties in a manner that encourages fiscal citizenship and increased revenue for the state.

Our Mission

To optimise revenue yield, to facilitate trade and to enlist new tax contributors by promoting awareness of the obligation to comply with South African tax and customs laws, and to provide quality, responsive service to the public.

Our Values

- Fairness
- Integrity
- Trust
- Honesty
- Accountability
- Respect
- Transparency

Our Core Outcomes

- Increased Customs Compliance;
- Increased Tax Compliance;
- Increased ease and fairness of doing business with SARS; and
- Increased cost effectiveness, internal efficiency and institutional respectability.

3 PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

The purpose of this Request for Proposal (RFP) is to solicit proposals from potential bidder(s) with **minimum BBBEE status level 3** for the provision of media monitoring and analysis services to enable SARS to manage public perceptions and its reputation.

This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential successful bidder required by SARS.

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

4 LEGISLATIVE METHODOLOGY OF THE BID

4.1. TAX LEGISLATION

When submitting a bid to SARS, bidder(s) must be compliant and remain compliant with all applicable tax legislation for the entire contract term, including but not limited to the Tax Administration Act, 2011 (Act No. 28 of 2011), Income Tax Act, 1962 (Act No. 58 of 1962) and Value-Added Tax Act, 1991 (Act No. 89 of 1991).

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 Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000): Procurement Policy Regulations, 2017 and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended.

4.3. TECHNICAL LEGISLATIONS AND/OR STANDARDS

The bidder(s) should be cognisant of all relevant legislation and/or standards applicable to the provision of the services.

5 BRIEFING SESSION

A non-compulsory briefing session will be held at the Linton House, 570 Fehrsen Street, Brooklyn Bridge, Brooklyn, Pretoria, to clarify the scope and extent of work to be executed.

6 DURATION OF CONTRACT

The successful service provider will be appointed for a period of thirty six (36) months.

7 TIMELINE OF THE BID PROCESS

The validity period is 180 days after the closing date of the bid. The project timeframes of this bid are set out below:

Table 7A: Timelines

Activity	Date Due
Advertisement of bid in the: - Government Bulletin ; and - National Treasury Tender Portal.	29 November 2019
Date of issue RFP on SARS website	02 December 2019
Non - Compulsory Briefing Session	09 December 2019 at 11H00
Questions relating to the bid from bidder(s)	29 November - 11 December 2019
Bid Closing Date	07 January 2020 at 11H00
Notice to bidder(s)*	*March/April 2020

* Dates subject to change

All times and dates in this bid are South African Standard Time. Any time or date in this bid is subject to change at SARS' sole discretion. The establishment of a time or date in this bid does not create an obligation on the part of SARS to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidders accept that, if SARS extends the deadline (the closing date) for bid submissions for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8 CONTACT

A nominated official of the potential bidder(s) can make enquiries in writing, to the specified person, Mr Andre Taljaard (Procurement Tender Office) via email at tenderoffice@sars.gov.za and cc rft-professionalservices@sars.gov.za. Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

9 SCOPE OF WORK/SARS REQUIREMENTS

9.1. BACKGROUND

One of the strategic functions of the SARS Media Liaison and Public Relations Unit is to conduct a media environmental scan through media monitoring and analysis to inform SARS leadership and management of developments that have a bearing on SARS' organisational reputation. In addition, this entails reporting on SARS' mandate of revenue collection to promote tax and customs & excise compliance.

A service provider is required to provide SARS with detailed and comprehensive media monitoring and analysis reports. This includes daily and weekly qualitative and quantitative monitoring and analysis of coverage in all print, broadcasting, online and social media (online-news, Twitter and Facebook) with provision of audio clips and videos emanating from the media.

In addition to regular comprehensive media reports at specified times, listing all SARS-specific and related coverage in accordance with agreed key words, the service provider is required to provide a summarised version of relevant content, prioritised in terms of strategic, operational and reputational value to the organisation, with easy access to original content.

Objective analysis referencing media articles is required on the perceived image of SARS in the media. This includes analysis of the perceived public image of SARS' services, achievements, organisational developments, as well as developments in SARS' environment that have an impact on its reputation.

Analysis of public perceptions of SARS as expressed by media commentators, stakeholders and taxpayers in the media, is also required. Analysis should identify and highlight reporting trends, angles and potential reputational risks, providing strategic insight to protect, promote and preserve the integrity of SARS.

The requirement therefore is qualitative and quantitative analysis reports on a weekly and monthly basis, as well as relating to specific SARS campaigns.

9.2. BID SPECIFICATION

This is an all-inclusive daily media monitoring and analysis service, including print monitoring, broadcast monitoring, online and social media monitoring, and the analysis of the media coverage emerging from these platforms is required.

9.2.1. Print Monitoring

Print monitoring services will require the successful bidder to monitor all major daily and weekly titles, as well as regional titles, community newspapers, major national newspapers, magazines, trade journals and periodicals (Print Media). The successful bidder will carefully monitor the Print Media using a combination of keywords that SARS will provide to the successful bidder.

Daily monitoring of Print Media must result in the relevant articles being electronically distributed to SARS as they become publically available in an Encompassing Coverage Report, at least three (3) times a day, via e-mail at 8:00, 12:00 and 16:00. In addition, 24-hour access to digital and/or PDF versions of the relevant articles must be provided. Technical support (for the portal) should be available to SARS 24/7 and 365 days a year.

The Encompassing Coverage Report should make provision for the following:

- Easy accessible and fast colour PDF-file format of articles;
- Listing of articles under headlines as they appear in the media, accompanied by short introductory summaries;
- Archiving of all listed articles;
- Electronic access to all content, which includes a fully searchable archive of the SARS and other relevant articles that are provided daily via e-mail summaries, accessible to designated SARS officials 24 hours a day (including over weekends); and
- Access to subscription content.

9.2.2. Broadcast Monitoring

Monitoring must include all television and radio news broadcasts, television and radio programmes including phone-in programmes, which must be monitored on a daily basis.

The Encompassing Coverage Report should make provision for the following:

9.2.2.1. Easily accessible video and audio clips of the relevant television and radio broadcast. All video and

audio clips must be made available on a secure electronic portal for download.

- 9.2.2.2. List of articles under headlines as they appear in the media, accompanied by short introductory summaries at least three (3) times a day, namely 8:00, 12:00 and 16:00.
- 9.2.2.3. An SMS notification sent to designated SARS officials of significant radio and television broadcasts under way in accordance with keywords provided by SARS, and/or relating to other major issues or senior officials of SARS, the Minister of Finance and Deputy.
- 9.2.2.4. The successful bidder must upon request be able to provide SARS with copies of radio or television broadcasts on any relevant format (e.g. CD, DVD, USB or dedicated electronic portal) within 6 - 12 hours after broadcast.

9.2.3. Online and Social Media Monitoring

Daily monitoring of online and social media must include online versions of all relevant publications as stipulated for print media in paragraph 9.2.1 above, as well as other digital interfaces such as Facebook, Twitter, websites, blogs, chat rooms and related online media for content that involves the work of SARS.

The Encompassing Coverage Report should make provision for the following:

- 9.2.3.1. Daily reports with headlines, summaries and electronic access to content via e-mail three (3) times a day, namely at 8:00, 12:00 and 16:00 of all relevant articles published on social media and online publications.
- 9.2.3.2. Coverage must include but not be limited to the following platforms; Facebook, Twitter, Instagram (where relevant), digital news websites, websites that belong to the Online Publisher's Association (OPA) and news sites.
- 9.2.3.3. Access to social media tracking dashboard including analytics, heat maps, demographic information, location, statistics and searchable archives.

9.2.4. Media Analysis and Trends

Analysis of reports and coverage from print, broadcast and online media must be done on a daily, weekly, monthly, quarterly, and annual basis as well as per ad hoc request where for example if analysis is required on a trending, topical or extensively reported issue related to SARS.

The Analysis Report must include:

9.2.4.1. Quantitative Analysis

The media content analysis must include a quantitative measurement of actual coverage received per publication, as well as the estimated reach of articles per publication/platform.

9.2.4.2. **Qualitative Analysis**

The media content analysis report must include qualitative analysis of the key issues covered in the media that is of relevance to SARS, i.e. public perception of the key issues that involve SARS as expressed by media commentators, stakeholders and taxpayers in the media, the nature of coverage (positive, negative or neutral) as well the strategic and reputational impact of such coverage on SARS.

Thus the Analysis Report should identify and highlight reporting trends, angles and potential reputational risks, with a view to provide strategic insight. It should also identify the key journalists and media houses covering these issues.

In addition, to the daily, weekly, monthly, quarterly as well as ad hoc special reports, SARS also requires an annual review, coinciding with the financial year end that reflects details of the above analysis over a twelve (12) month period from April to March.

Formats and time frame of submission of the reports

Reports must be submitted electronically in PDF colour file format and must be retrievable from archives. The time frame for submission of the reports is as follows:

- Daily monitoring report with media coverage update;
- Weekly analysis report on first working day (Mondays);
- Monthly report – two (2) working days after month-end;
- Quarterly report – seven (7) working days after every quarter;
- Annual report – fourteen (14) working days after the SARS financial year end; and
- Ad hoc report – within six (6) hours of a request from SARS.

9.2.5. **Daily News Summary Reports**

The service provider must provide a qualitative news summary report at 8h00 on a daily basis including weekends, summarizing relevant content, prioritised in terms of strategic, operational, and reputational value, with easy access to original content. This will serve as a user-friendly overview of relevant stories to keep the SARS leadership abreast of breaking and other important news on a daily basis.

The Monday media monitoring report should include headline stories related to SARS from weekends media. This report must cover print, digital, broadcast, online and social media platforms.

9.2.6. Special Analysis Reports

The successful bidder shall provide SARS with the following analysed special reports:

- 9.2.6.1. A comprehensive report on the annual tax season for individuals to be delivered within seven (7) working days of the end of tax season.
- 9.2.6.2. A comprehensive report on the tax season for employers to be delivered within seven (7) working days of the end of tax season for employers.
- 9.2.6.3. A comprehensive report on the annual Revenue Announcement at the end of the financial year (March) to be delivered within 10 (ten) days of the announcement.
- 9.2.6.4. Comprehensive report on campaign specific programs that SARS may request delivered within seven (7) working days of the end of that campaign.
- 9.2.6.5. Ad-hoc reports as and when required.

9.2.7. Technical training and support

The successful bidder must provide technical training and a 365 days/ 24 hours technical support regarding the access and usage of the electronic portal where articles (print or online) and broadcast items are stored.

9.3. BIDDERS RESPONSES/BID SUBMISSIONS

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

9.3.1. Company Profile and Resources

The bidder(s) must provide in their response a company profile detailing:

- 9.3.1.1. Organogram with clearly defined roles for each individual of the Media Monitoring and Analysis Unit that will be assigned to SARS;
- 9.3.1.2. Minimum five (5) years of experience in rendering Media Monitoring and Analysis Services;
- 9.3.1.3. Number of key personnel that are being recommended to work on SARS account and their level of expertise, responsibilities, qualifications and competencies relevant to the scope of work; and
- 9.3.1.4. The full contact details (landline, cell phone and email address) of the key contact person / key Account Manager who will be assigned to SARS, including his/her role and responsibilities. Attach a CV detailing the relevant experience.

9.3.2. Experience and Capability

9.3.2.1 A Schedule

Complete **Annexure A3**, a schedule of the bidder's experience relevant to the scope of work and proven track record over the past three (3) years in a similar organisation such as SARS.

The schedule must include for each client (minimum of 3) the following information:

- Client name;
- The client contact person and phone number;
- Contract period;
- Description of the services;
- Challenges;
- Value added services; and
- Testimonials from the clients listed on the schedule.

Please note that SARS will contact the clients for a reference check. It is important to ensure that the clients listed on the Bidder's schedule are contactable, as points will be awarded to contactable reference.

9.3.2.3 Detailed proposal on the operational capability including methodology, approach and process to execute an all-inclusive package of media monitoring in the following platforms, as specified in the SARS scope of work:

- Print;
- Broadcasting;
- Online and social media;
- Summarised report; and
- Qualitative analysis report.

9.3.2.4 Demonstrate the tools / systems used to provide the required alerts / updates by outlining:

- An example of alerts that will be sent / delivered to SARS;
- The controls and security around the systems; and
- What are the limitations e.g. number of users.

9.3.2.5 Demonstrate enabling IT and telecommunication infrastructure on 24-hour portal capability by providing screen shots, including email alerts, SMS alerts, automated searches, downtime, innovation and additional value-adding services).

9.3.2.6 A Sample of the website client portals that are currently been managed by the bidder.

9.3.2.7 Demonstrate ability and capacity to track media coverage outside of South Africa.

9.3.3. Data Analysis and Reporting

Provide:

- 9.3.3.1. Samples of previously produced data analysis reports, which demonstrate the bidder's quantitative and qualitative content analysis. Analysis reports should have been provided on a weekly, monthly, quarterly and annual basis; and
- 9.3.3.2. A quality assurance / processes in place to ensure reliability, accuracy and validity of data.

9.3.4. Technical Support

- 9.3.4.1. Ensure technical training and after hours / weekend support/response to SARS' officials with regard to accessing an electronic portal where articles (print or online) and broadcast items are stored, as well as the online editorial, that enables navigation of summaries provided to SARS.

9.4. TECHNICAL COMPLIANCE CHECKLIST

Bidder(s) are required to complete the compliance checklist as outlined in **Annexure A2** in order to guide SARS evaluators where to find their technical responses.

9.5. CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION

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 3 of 2015/16 – 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.

10. INSTRUCTIONS TO BIDDER(S)

- 10.1. Bids must be properly packaged and deposited in the tender box on or before the closing date and time at the SARS Tender Office situated at:
Linton House - Ground Floor
Brooklyn Bridge
570 Fehrser Street
Brooklyn
Pretoria

- 10.2.** Bid documents may also be posted to the Tender Office - SARS Procurement Department, Linton House, Brooklyn Bridge, 570 Fehrsen Street, Brooklyn, Pretoria, 0181.
- 10.3.** 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.
- 10.4.** Late bids will not be accepted.
- 10.5.** The bidder(s) are required to submit **two (2) copies of each file** (original and duplicate) and one (1) USB or CD with the contents of each file at the closing date and time.
- 10.6.** Each file and CD-ROM must be **marked correctly and sealed separately** for ease of reference during the evaluation process.
- 10.7.** Pricing information should **not** be included in the technical file (File 1). Furthermore, the files and information in the USB/ CD must be labelled and submitted in the following format:

Table 10A: File Packaging

FILE 1 (ONLY TECHNICAL PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Pre-qualification documents (SBD documents and others) 	Exhibit 2 <ul style="list-style-type: none"> Bidder Compliance Checklist for the Technical Evaluation (Annexure A2) Annexure A3 Schedule of bidders experience Response to Technical Requirements Supporting documents for the technical responses
Exhibit 3 <ul style="list-style-type: none"> Any supplementary / additional information or supporting documents for the technical responses 	Exhibit 4 <ul style="list-style-type: none"> General Conditions of Contract (GCC) Comments/inputs on the Draft Service Level Agreement
FILE 2 (ONLY PRICE AND BEE PROPOSAL)	
Exhibit 1 <ul style="list-style-type: none"> Valid B-BBEE Certificate/ Sworn Affidavit SBD 6.1 	Exhibit 2 <ul style="list-style-type: none"> Annexure B: Pricing Schedule /Rate card
Note: SARS request that bidders use Lever Arch files to package their proposals.	

11. EVALUATION AND SELECTION CRITERIA

SARS has set minimum standards (Gates) that bidder(s) must meet in order 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 11.1 below.
- **Mandatory Requirements Pre-technical Evaluation (Gate 1)** – Bidder(s) must submit a valid B-BBEE certificate or sworn affidavit with minimum B-BBEE status level 3 as outlined in paragraph 11.2 below.
- **Technical Evaluation Criteria (Gate 2)** – Bidder(s) will be evaluated out of 100 points during Technical Evaluations. The minimum threshold for Technical Evaluations is 70 out of 100 points. The process is outlined in paragraph 11.3.
- **Price and B-BBEE Evaluation (Gate 3)** – This will be evaluated out of 100 points. Price will be evaluated out of 80 and B-BBEE out of 20 points. The process is outlined in paragraph 11.4.

11.1. PRE-QUALIFICATION CRITERIA – GATE 0

Without limiting the generality of SARS other critical requirements for this bid, bidder(s) must submit the documents listed in Table 11A 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 listed documents. Failure to submit proof of compliance with any of the mandatory requirements will result in the bidder being disqualified.

Table 11A: Documents that must be submitted for Pre-qualification

Name of the document that must be submitted	Non-submission may result in disqualification
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
Invitation to bid – SBD 1	YES – Complete and sign the supplied pro forma document
Tax Compliance Status Pin	YES – Submit Tax Compliance status pin

Name of the document that must be submitted	Non-submission may result in disqualification
Declaration of Interest – SBD 4	YES – Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	YES – Complete and sign the supplied pro forma document
Declaration of bidder's Past Supply Chain Management Practices – SBD 8	YES – Complete and sign the supplied pro forma document
Certificate of Independent bid Determination – SBD 9	YES – Complete and sign the supplied pro forma document
SARS' Oath of Secrecy	YES – 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
Bidder Compliance Checklist Form for Technical Evaluation (Annexure A2)	NO – Complete to assist with ease of reference during evaluation
Supplier Cost and Risk Assessment Questionnaire	YES – Complete and sign the supplied pro forma document

11.2. (MANDATORY REQUIREMENTS) PRE – TECHNICAL EVALUATION – GATE 1

Table 11B: Mandatory Requirements

Mandatory Requirements	Non-compliance with stated B-BBEE status level will result in disqualification?
Minimum B-BBEE status level 3	YES – Submit a valid B-BBEE certificate or sworn affidavits with minimum B-BBEE status level 3. Refer to Table 11F.

- 11.2.1. In line with the Government's objectives for the advancement of SMMEs and certain designated groups, pre-qualification criteria have been introduced for preferential procurement.
- 11.2.2. The pre-qualification criteria may stipulate that only one or more of the following tenderers may respond to this bid:
- A tenderer having a stipulated minimum B-BBEE status level of contributor;
 - An EME or QSE;
 - A tenderer subcontracting a minimum of 30% to-

- i) An EME or QSE which is at least 51% owned by black people;
- ii) An EME or QSE which is at least 51% owned by black people who are youth;
- iii) An EME or QSE which is at least 51% owned by black people who are women;
- iv) An EME or QSE which is at least 51% owned by black people with disabilities;
- v) An EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- vi) A cooperative which is at least 51% owned by black people;
- vii) An EME or QSE which is at least 51% owned by black people who are military veterans; and
- viii) An EME or QSE.

A tender that fails to meet any qualifying criteria stipulated in the tender documents is an unacceptable tender.

In respect of this RFP, the minimum B-BBEE status level of contributor for bidders as it appears in Table 11B above.

11.3. TECHNICAL EVALUATION (GATE 2) = 100 POINTS

Only bidder(s) that have met the Pre-Qualification Criteria in Gate 0 and mandatory requirements in Gate 1 will be evaluated in Gate 2 for functionality/ technical. Functionality will be evaluated as follows:

- Desktop Technical Evaluation – All Bidder(s) will be evaluated out of 70 points during Desktop Evaluations.
- The presentation/demonstration – All the Bidders will be invited for presentation/demonstration and will be evaluated out of 30 points.

Only Bidders that have obtained a minimum threshold of 70 out of 100 points will proceed to Gate 3: Price and B-BBEE evaluations.

The table below illustrate the summary for the technical evaluation.

Table 11C: Breakdown for Technical Evaluation points

Functionality	Maximum Points Achievable	Minimum Threshold
Desktop Technical Evaluation Details found in Annexure A1 - Technical Scorecard	70	N/A
Presentation Details found in Annexure A1 - Technical Scorecard	30	N/A
OVERALL COMBINED POINTS	100	70

11.4. PRICE AND B-BBEE EVALUATION (GATE 3) = (80+20) 100 POINTS

11.4.1. STAGE 1 – PRICE EVALUATION (80 POINTS)

Table 11D: Price evaluation formula

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

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

11.4.2. Stage 2 – B-BBEE Evaluation (20 points)

Table 11E: B-BBEE points allocation and required documents

Adjudication Criteria	Points
A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1), including paragraph 7 thereof relating to the sub-contracting of the services, and a B-BBEE certificate/ sworn affidavit.	20

The checklist below indicates the B-BBEE documents that must be submitted for this bid.

Table 11F: B-BBEE Checklist

No.	Classification	Turnover	Submission Requirement
1.	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.
2.	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.
3.	Large Enterprise (LE)	Above R50 million p.a.	Certified copy of B-BBEE Rating Certificate from a SANAS Accredited Rating Agency.

SARS will accept B-BBEE Certificates issued under the revised B-BBEE Codes.

Use and acceptance of Affidavits

SARS reserves the right to request that bidders submit their Black ownership and turnover information in support of their Affidavits.

Joint Ventures and Consortiums

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- **Regulation 12 – Subcontracting after award of tender**

- (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below stipulated minimum threshold.
- (3) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an Exempted Micro Enterprise that has the capability and ability to execute the sub-contract.

- **Proof of Existence: Joint Ventures and/or Sub-Contracting**

Bidders must submit concrete proof of the existence of joint ventures and/or sub-contracting arrangements. SARS will accept signed agreements as acceptable proof of the existence of a joint venture and/or sub-contracting arrangement.

The joint venture and/or sub-contracting agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or sub-contracting 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 and/or sub-contracting arrangement.

11.4.3. Stage 3 (80 + 20= 100 points)

The Price and B-BBEE points will be added together to determine each bidder's overall score out of 100 points.

12. AGREEMENTS

12.1. GENERAL CONDITIONS OF CONTRACT

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

- 12.1.1.** The bidder accepting the terms and conditions contained in the General Conditions of Contract, as the minimum terms and conditions upon which SARS is prepared to enter into a contract with the successful bidder.

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

12.2. SERVICES AGREEMENT

- 12.2.1. Upon award, SARS and the successful bidder will conclude an agreement regulating the specific terms and conditions applicable to the services being procured by SARS, more or less in the format of the draft Services Agreement included in this tender pack.

- 12.2.2. SARS reserves the right to vary the proposed terms and conditions of the draft Services Agreement during the course of negotiations.

- 12.2.3. Bidders are requested to -

- 12.2.3.1. Comment on the terms and conditions set out in the draft Services Agreement and where necessary, propose required changes to such terms and conditions;
- 12.2.3.2. Each comment and/or amendment must be explained; and
- 12.2.3.3. All changes and/or amendments to the draft Services Agreement must be in an easily identifiable colour font and tracked for ease of reference.

- 12.2.4. SARS will not accept any “standard terms and conditions” or other agreement that may be presented by the successful bidder.

- 12.2.5. SARS reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to SARS or pose a risk to the organisation. For this reason, it is not required that the draft Services Agreement be signed on submission of the bidder’s proposal.

- 12.2.6. Insurance

The successful bidder will be required, on or before the effective date of the Master Services Agreement and for the duration of the Agreement, to have and maintain in force adequate insurance cover consistent with acceptable and prudent business practices and acceptable to SARS, which shall include, without limitation, professional indemnity insurance cover.

13. SPECIAL CONDITIONS OF THIS BID

13.1. SARS reserves the right:

- 13.1.1.** Not to award or cancel this bid at any time and shall not be bound to accept the lowest or any bid;
- 13.1.2.** To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO) throughout the lifecycle of the contract;
- 13.1.3.** To accept part of a bid rather than the whole bid;
- 13.1.4.** 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;
- 13.1.5.** To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the bid; and
- 13.1.6.** To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

13.2. SARS requires bidder(s) to declare:

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

13.2.1. Confirm that the bidder(s) shall:

- 13.2.1.1.** Act honestly, fairly and with due skill, care and diligence, in the interests of SARS;
- 13.2.1.2.** Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- 13.2.1.3.** Act with circumspection and treat SARS fairly in a situation of conflicting interests;
- 13.2.1.4.** Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- 13.2.1.5.** Make adequate disclosures of relevant material information, including disclosures of actual or potential own interests, in relation to dealings with SARS;
- 13.2.1.6.** Avoid fraudulent and misleading advertising, canvassing and marketing;
- 13.2.1.7.** Conduct their business activities with transparency and consistently uphold the interests and needs of SARS as a client before any other consideration; and
- 13.2.1.8.** Ensure that any information acquired by the bidder(s) from SARS will not be used or disclosed unless the written consent of SARS has been obtained to do so.

13.3. Conflict of Interest, Corruption and Fraud

SARS reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a fifteen percent (15%) interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of SARS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

- 13.3.1.** Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- 13.3.2.** Seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.3.** 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;
- 13.3.4.** Makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.5.** Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 13.3.6.** Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 13.3.7.** Has in the past engaged in any matter referred to above; or
- 13.3.8.** Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

13.4. Bidder's Own Terms and Conditions or Bid Qualifications

This document contains the terms and conditions of this bid and bidders must not qualify the specifications or come up with their own terms and conditions. SARS reserves the right to disqualify a bid which seeks to modify or depart from the specified conditions.

13.5. Misrepresentation during the Lifecycle of the Contract

The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference and that SARS relies upon the bidder's bid as a material representation in making an award to a successful bidder and in concluding a Services Agreement with the bidder.

It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by SARS against the bidder notwithstanding the conclusion of the 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 proposal and the Services Agreement concluded between the parties, the Services Agreement will prevail.

13.6. Preparation Costs

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

13.7. Indemnity

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

13.8. 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.

13.9. Limitation of Liability

A bidder participates in this bid process entirely at its own risk and cost. SARS shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this bid process.

13.10. Tax Compliance

No tender shall be awarded to a bidder who is not tax compliant. SARS reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, SARS further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

13.10.1. 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.

13.11. Governing Law

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

13.12. 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 bid and in particular the provisions of paragraph 11.3.2 above. 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.

13.13. 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 bid proposal(s) will be disclosed by any bidder or other person not officially involved with SARS' examination and evaluation of a bid.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means,



electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This bid 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 there from.

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 bids or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

13.14. Intellectual Property Rights

Subject to pre-existing intellectual property rights of the bidder and/or any third party, all intellectual property right to literary works created in the course of executing the services contemplated in this RFP shall vest exclusively in SARS. By bidding, bidders irrevocably agree to transfer, make over and assign to SARS such relevant intellectual property rights.

13.15. SARS Proprietary Information

On their bid covering letter, bidder(s) will make a declaration that they did not have access to any SARS proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidders.

13.16. Screening and Vetting of Service Provider

Acceptance of this tender is subject to the condition that both the contracting firm and its personnel providing the service must be screened and cleared by the appropriate authorities to the grade of clearance in line to classified information, intelligence in the possession of SARS and areas designated as National Key points that they may have. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor.



14. ANNEXURE A1– TECHNICAL EVALUATION CRITERIA
15. ANNEXURE A2 – TECHNICAL COMPLIANCE CHECKLIST
16. ANNEXURE A3 – SCHEDULE OF BIDDERS EXPERIENCE
17. ANNEXURE B – PRICING SCHEDULE /RATE CARD