



**REQUEST FOR PROPOSAL**  
**Bid Number: 2019/23**

**Appointment of a Marketing Services  
Agency**

**Release Date: 2019-09-17**  
**Closing Date: 2019-10-07**

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## 1. Part 1 - Letter of Invitation

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To the Service Provider:

Sasria SOC Limited hereby invites proposals from suitably qualified service providers to provide full marketing services agency to Sasria SOC Ltd (Sasria).

A service provider will be selected under the procedures described in this Request for Proposal (RFP) document.

The RFP consists of the following documents:

- Part 1 – Letter of Invitation
- Part 2 – Instructions
- Part 3 – RFP Requirements
- Part 4 – Financial Proposal
- Part 5 – Pre-Qualification and Evaluation Criteria
- Part 6 - Required Documents
  - Annexure A: Confidentiality and Non-disclosure Agreement;
  - Annexure B: Acceptance of Bid Conditions;
  - Annexure C: Shareholder Information
  - Annexure D: Bidder's Experience and proposed project team
  - Invitation to Bid (SBD 1);
  - Declaration of Interest (SBD 4);
  - Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
  - Declaration of Bidder's Past SCM Practices (SBD 8); and
  - Certificate of Independent Bid Determination (SBD 9).

Note: Failure to provide any one of the documents required in Part 6 may lead to an immediate disqualification of the service provider from the tender process.

In submitting any information or documentation requested above or any other information that may be requested pursuant to this RFP, you are consenting to the processing by Sasria or its stakeholders of your personal information and all other personal information contained therein, as contemplated in the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder ("POPI Act"). Further, you declare that you have obtained all consents required by the POPI Act or any other law applicable. Thus, you hereby indemnify Sasria against any civil or criminal action, administrative fine or other penalty or loss that may arise as a result of the processing of any personal information that you submit.

## 2. Part 2 - Instructions

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### 2.1. Sasria

Sasria SOC Ltd (Sasria) is the only short-term insurer that provides special risk cover to all individuals and businesses that own assets in South Africa, as well as government entities. This is a unique cover against risks such as civil commotion, public disorder, strikes, riots and terrorism, making South Africa one of the few countries in the world that provide this insurance, particularly at affordable premiums.

As a state-owned entity, Sasria has a legislative mandate that governs day-to-day business operations and a broader strategic mandate to make a positive contribution to transformation within the Insurance industry in South Africa. Sasria's core business is the provision of short-term insurance for riots, strikes, terrorism, civil commotion and public disorder to businesses, government entities and individuals.

The Government of the Republic of South Africa, and specifically the National Treasury through the Minister of Finance, is the sole shareholder of Sasria. As such, the company has to comply with a number of legal and regulatory requirements.

Bidders are encouraged to review Sasria's latest Integrated Report, available on its website, to get a better understanding of its business operations and functions.

### 2.2. Contractual commitment

No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of Sasria. Any notification of preferred bidder status by Sasria shall not give rise to any enforceable rights by the Bidder. Sasria may cancel this RFP any time prior to the formal written agreement being executed by or on behalf of Sasria.

Sasria reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party.

Sasria reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to: driving socio-economic development objectives that are enshrined in various government policies.

### 2.3. Confidentiality

All bidders to this RFP will be required to sign the confidentiality and non-disclosure agreement outlined on Annexure A in this document.

### 2.4. Submission Format (Returnable Schedules)

Bidders are required to submit a comprehensively detailed bid responses in accordance with the submission format specified below (each schedule must be clearly marked):

#### 2.4.1 Cover Page:

- The cover page must clearly indicate the Bid Number, Bid Description and the Bidder's Name.

#### 2.4.2 Schedule 1:

- Executive Summary (explaining how you understand the requirements of this RFP, summary of your proposed solution and the summary of your experience relevant to the requirements of this RFP)
- Annexure B of this RFP document (See Part 6) (duly completed and signed)

#### 2.4.3 Schedule 2

- All documents (except Annexure B) listed on Part 6 of this RFP Document (duly completed and signed);
- CSD number to verify tax compliance;
- Latest Audited Financial Statements;
- Valid B-BBEE verification certificate indicating the contribution level of the bidding entity. An Exempted Micro Enterprises (EME) with an annual turnover less than R10 million, is only required to obtain a sworn affidavit confirming the annual total revenue and level of black ownership. A Qualifying Small Enterprise (QSE) that has 51% or more black beneficiaries may obtain a sworn affidavit confirming the annual total revenue and level of black ownership.

Note: If a bidder is a Consortium, Joint Venture or Prime Contractor with Subcontractor(s), the documents listed above must be submitted for each Consortium/ JV member or Prime Contractor and Subcontractor(s).

- Copy of Joint Venture/ Consortium/ Subcontracting Agreement duly signed by all parties (if applicable).

#### 2.4.4 Schedule 3:

- Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document.

#### 2.4.5 Schedule 4:

- Financial/ Price Proposal in line with Part 4 of this RFP document (**in a separate envelope**)

**Note:** Bidders are requested to submit 1 original copy and 1 hardcopy of their printed proposals and one electronic copy on portable media. The document text size must be in minimum 11- point font. The printed bid/proposal must be in A4 size.

#### 2.5. Submission of Proposals

The closing date for the submission of proposals is **07 October 2019 at 12h00**. Duly completed proposals must be sealed in an envelope that is endorsed with the words

**RFP2019/23:** Appointment of a suitably qualified service provider to provide full service marketing services agency to Sasria SOC Ltd (Sasria).

- The envelope must be handed in at the Sasria reception desk located at:

**Physical address**

Sasria SOC Limited  
36 Fricker Road  
Illovo  
Sandton  
2196

- A receipt will be issued for all bid envelopes received.
- Late or incomplete tender proposals will not be accepted or considered and any proposal delivered to any address other than the address mentioned above will not be accepted.
- E-mailed, posted or faxed proposals will NOT be accepted.

## **2.6. Queries and clarifications**

Any additional information required which is not clarified in the specifications must be addressed in writing to ([Procurement@sasria.co.za](mailto:Procurement@sasria.co.za)) by **23 September 2019**. Additional information may be provided at Sasria's discretion, who reserves the right to provide the same information to all other interested parties, should this enhance the submission.

## **2.7. Automatic Disqualification**

Sasria reserves the right to disqualify any bidder which has done any one or more of the following, and such disqualification may take place without prior notice to the offending bidder:

- failed to provide proof that they are tax compliant with SARS;
- submitted incomplete information and documentation according to the requirements of this RFP document;
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;
- failed to comply with **mandatory requirements** if stipulated in the RFP document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any Sasria employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and
- acted dishonestly and/or in bad faith etc.

## **2.8. Sasria's Rights**

Sasria reserves the right to:

- Amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. Such amendments will be posted on the Sasria's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- Award this bid as a whole or in part or not make an award at all.

- Award this bid to more than one bidder.
- Negotiate with all or some of the shortlisted bidders.
- Not accept the lowest priced bid or award the bid to a bidder other than the highest scoring bidder.
- Conduct site visits at bidder's offices and / or at client sites if so required.
- Request any relevant information and/ or documents to verify or clarify information supplied in the bid response in relation, but not limited, to the structure of the bidding entity, bidder's BEE profile, bidder's capacity, proposed solution, proposed timelines etc.
- By submitting a bid, the bidder hereby gives consent to the Sasria to conduct any form of vetting or due diligence on the bidding entity and/ or any of its directors / trustees / shareholders / members.

**2.9. Proposal costs**

All costs and expenses incurred by the bidder relating to their participation in, and preparation of this proposal process shall be borne by the bidder exclusively.

**2.10. Validity period**

The proposals should remain valid for at least 90 days after the closing date.

**2.11. Important dates**

Activity	Date
Release of RFP	17 September 2019
Last day of queries	23 September 2019
Responses to queries	25 September 2019
Closing date for submission of proposals	07 October 2019

Sasria reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

**2.12. Transformation**

Sasria promotes transformation within the financial services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

### 3. Part 3 - RFP Requirements

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#### 3.1. Special Instructions

Should a bidder have reason to believe that the Functional Requirements are not open / fair and/or are written for a particular service provider; the bidder must notify Sasria Procurement within five (5) days after publication of the RFP.

#### 3.2. Background Information

Sasria cover is available through a network of authorised insurance agents and brokers, as a result, Sasria does not do direct business with customers resulting in relatively low brand and product awareness. Over the past few years, Sasria has embarked on a number of marketing campaigns in order to elevate the Sasria brand and create awareness. While brand awareness is high within the insurance industry, it is relatively low amongst the end customers.

The recent adoption of the new Sasria purpose, vision, mission and values presents an opportunity to drive a customer-centric culture within the organisation which will ultimately translate to service excellence

It is against this background that Sasria is looking to employ the services of a full services marketing agency to assist the organisation in executing critical functions within the Marketing and Communications sphere.

Sasria's marketing strategy is routed in four main objectives:

- To create a trusted brand that resonates with all our customers;
- Improve brand and product awareness to all stakeholders, the insurance industry as well as the public; and
  - To position Sasria as a customer centric organisation
  - To increase internal brand engagement

#### 3.3. Scope of Work

Sasria SOC Ltd requests proposals from service providers that can plan and execute an integrated marketing communications strategy. The selected service provider will develop and execute the above for a contract period of 36 months. The service provider will be expected to provide the following services:

- **Marketing and Advertising** – Define and implement Sasria's brand strategy. Create and execute integrated marketing campaigns (Above the line, below the line & Through the line) that align with Sasria SOC Ltd marketing plans strategy. This includes but is not limited to, campaign ideas and strategies, concept development, execution, layout up to finished art.
- **Media planning, buying and placement** – Develop and execute an integrated media strategy which includes, media research and analysis, media buying strategy, platform selection etc. Included in the above should also be media placement proposed costings and production timelines based on the proposed media schedules. The service provider must demonstrate media value and savings as well as ensure that



adverts appear on the booked channels as per approved media schedule and provision of the required proof thereof. The service provider will also be expected to do pre and post campaign performance monitoring and reporting.

- **Strategic Public Relations and content development**– Management of all public relations services. This includes but is not limited to development of the PR strategy as well as the development and execution of PR Plan, reputation management strategy and plan, writing services (speech writing, press releases, editorials, blogs, website, newsletters, marketing material, opinion and thought leadership articles), media training, building relationships with relevant media and key opinion leaders. As part of reputation management, the service provider will be expected to monitor Sasria’s mentions in all media platforms using a tool that Sasria already subscribes to
- **Digital marketing** – Develop and execute a digital marketing strategy, including but not limited to online advertising, content development as well as the management of Sasria social media pages (Facebook, Twitter, LinkedIn & YouTube), Google AdWords, etc. The service provider will be required to work closely with Sasria’s web-development and Marketing teams in order to maximise on Search Engine Optimisation initiatives.
- **Creative development and production** – The service provider will be responsible for executing development of creative work and production thereof including revising and updating the corporate identity (CI) document, design of marketing collateral: posters, flyers, desk drops, promotional items, internal and external brochures etc. The service provider will be expected to provide printing and production services for approved campaign elements. These include but are not limited to internal posters, desk drops and internal brochures, video and radio production.
- **Internal Marketing** – Formulate and develop integrated internal marketing plans/ brand engagement campaigns in order to develop internal brand appreciation. This includes but is not limited to including design concepts for internal video’s, internal launches, annual strategy sessions, company quarterly information sessions, general internal and internal CSI initiatives, employee engagement surveys etc.
- **Reporting and Communication** – The service provider will create weekly and monthly reports for Sasria, documenting the current and previous month’s efforts and upcoming initiatives and include analytics data for all digital media initiatives. Maintain weekly communications and bi-weekly (every 2 weeks) status meetings with Sasria to ensure that needs are being met and identify additional marketing opportunities for Sasria.

### 3.4. Contract Duration

The appointed service providers will be required to start immediately after signing the contract and provide the required services for a period of 36 months subject to annual review of service provider’s performance. Sasria reserves the right to extend the contract duration by further 24 months.

#### 4. Part 4 - Financial Proposal

1 Bidders are required to provide a detailed and comprehensive price proposal i.e. all costs associated the bidder's proposal must be clearly specified and included in the Total Bid Price.

2 All prices must be VAT exclusive and must be quoted in South African Rand (ZAR).

3

Is the proposed bid price linked to the exchange rate?	Yes	No
<i>If yes, the bidder must indicate CLEARLY which portion of the bid price is linked to the exchange rate:</i>		

4

Payments will be linked to specified deliverables after such deliverables have been approved by Sasria.	Comply	Not Comply

5

Sasria reserves the right to consider the guidelines on consultancy rates as set out in the <b>National Treasury Instruction 03 of 2017/2018: Cost Containment Measures</b> , where relevant.	Comply	Not Comply
The bidder must indicate if their proposed rates are in line with the provisions of the referenced National Treasury Instruction: Cost Containment Measures.		
Substantiate / Comments		

#### 6 PRICING MODEL

##### 6.1 Strategic Public Relations

Description		Monthly Retainer Fee (VAT Excl.)	Annual Retainer Fee (VAT Excl.)
Public Relations Services	Year 1		
	Year 2		
	Year 3		
<b>Sub-Total (6.1) (VAT Excl.)</b>			

**Note: The monthly retainer must include all public relations services as specified in the scope of work in Part 3 above.**

##### 6.2 Digital marketing

Description		Monthly Retainer Fee (VAT Excl.)	Annual Retainer Fee (VAT Excl.)
Digital Marketing Services	Year 1		
	Year 2		
	Year 3		
<b>Sub-Total (6.2) (VAT Excl.)</b>			

**Note: The monthly retainer must include all digital marketing services as specified in the scope of work in Part 3 above.**

### 6.3 Creative development

Description		Monthly Retainer Fee (VAT Excl.)	Annual Retainer Fee (VAT Excl.)
Creative development	Year 1		
	Year 2		
	Year 3		
<b>Sub-Total (6.3) (VAT Excl.)</b>			

**Note: The monthly retainer must include all creative development services (excluding production) as specified in the scope of work in Part 3 above.**

### 6.4 Internal Marketing

Description		Monthly Retainer Fee (VAT Excl.)	Annual Retainer Fee (VAT Excl.)
Internal Marketing Services	Year 1		
	Year 2		
	Year 3		
<b>Sub-Total (6.4) (VAT Excl.)</b>			

**Note: The monthly retainer must include all internal marketing services as specified in the scope of work in Part 3 above.**

### 6.5 Total Retainer Fees

Description		Amount (VAT Excl.)
Public Relations	Sub-Total (6.1) (VAT Excl.)	
Digital Marketing	Sub-Total (6.4) (VAT Excl.)	
Creative development	Sub-Total (6.4) (VAT Excl.)	
Internal Marketing	Sub-Total (6.4) (VAT Excl.)	
<b>Total Bid Price (VAT Excl.)</b>		

### 6.6 Time based Pricing

Scope Element	Service Description	Rate per Hour (VAT Excl.)	
		Junior Resource(s)	Senior Resource(s)
Marketing and Advertising			
Media planning buying and placement			
Production			

**Price Declaration Form**

Dear Sir,

Having read through and examined the requirements of this RFP No. **2019/23**, and its related conditions, we offer to provide marketing agency services as outlined in scope of work, for the following total amount (total retainer fees) over a 3-year period:

**R..... (Excluding VAT)**

**In words**

**R..... (Excluding VAT)**

We confirm that this price covers all activities associated with the scope of work, as called for in the RFP document. We confirm that Sasria will incur no additional costs whatsoever, over and above this amount in connection with the delivery of the required services.

We undertake to hold this offer open for acceptance for a period of 90 days from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence the scope of work when required to do so by the Sasria.

We understand that you are not bound to accept the lowest or any offer, and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance, not to divulge to any persons, other than the persons to whom the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

**SIGNED**

**DATE**

\_\_\_\_\_

(Print name of signatory)

Designation

\_\_\_\_\_  
\_\_\_\_\_

**FOR AND ON BEHALF  
OF:**

COMPANY  
NAME

Tel No

Fax No

Cell No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 5. Part 5: Qualification and Evaluation Criteria

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### 5.1. Evaluation of proposals

The purpose of the RFP is to obtain a complete set of salient information pertaining to the bidding parties. The proposals will accordingly be used to evaluate whether, at Sasria's discretion, an interested party qualifies to proceed to the next stage of this procurement process. All bidding parties will be advised in writing of Sasria's decision, which will be final. No correspondence will be entered into pertaining to the evaluation process, the decisions taken and reasons thereof.

### 5.2. Prequalifying Criteria

In terms of Regulation 4 of the 2017 PPPFA Regulations, Sasria requires that bidders meet the following pre-qualification criteria:

- The bidder must have a minimum B-BBEE contributor status level of 4 or better.
- The bidders must be an EME or QSE.

Note: Sasria will only consider a bid if the bidder meets these pre-qualification criteria. Where a bidder fails to meet these pre-qualification criteria, the bid will be considered an unacceptable bid and will be disqualified from further evaluation.

### 5.3. Evaluation Criteria

#### 5.3.1. Level 1- Governance Verification

The evaluation during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, which requirements include the following:

- Proof of registration with CSD confirming tax compliance status as referenced in Part 2 above;
- Valid B-BBEE verification as referenced in Part 2 above;
- Duly completed Standard Bidding Documents and other requirements, in line with Part 6 of this RFP;
- Technical Proposal in line with the Technical Evaluation Criteria in Part 5 of this RFP document
- Financial/ Price Proposal in line with Part 4 of this RFP document

Note: Failure to comply with the requirements assessed in Level 1 (governance), may lead to disqualification of bids.

#### 5.3.2. Level 2- Technical Evaluation

The evaluation during this level is based on technical criteria (Functionality). The technical evaluation will be conducted in 3 phases, as follows:

##### **Phase 1: Mandatory Technical Requirements**

The bidder must indicate its compliance / non-compliance to the requirements and should substantiate its response in the space provided below. If more space is required to justify compliance, please ensure that the substantiation is clearly cross-referenced to the relevant requirement. The Mandatory Technical Requirements are as follows:

Mandatory Requirement		Comply	Not Comply
1	<p>The bidder must demonstrate experience in planning and executing integrated marketing communications Campaigns (from concept development to execution) within the financial services industry. The bidder should take into account the different requirements details in the scope of work.</p> <p>The bidder must provide at least two references of similar integrated marketing communications campaigns that the bidder has developed and implemented within the financial services industry in the last 5 years. The following information for each reference must be provided:</p> <ul style="list-style-type: none"> <li>• The brief/ problem statement</li> <li>• Proposed integrated marketing communications strategy and creative execution</li> <li>• Reference letter</li> </ul>		
<b>Substantiation:</b>			

**Note: Failure to comply with Mandatory Requirements may lead to the bidder being disqualified, and not considered for further evaluation on the Other Technical Requirements.**

### Phase 2 – Other Technical Evaluation Criteria

Only bidders achieving a minimum score of 42 points will be evaluated further in the next stage. The bidder's proposal should respond comprehensively to the technical evaluation criteria and **clearly indicate where the required information/ response is provided in the proposal**. The technical evaluation criteria are set out below:

Item	Criteria – Marketing and Advertising	Points
1a	<p>The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Sasria's Marketing and Advertising requirements as specified in Part 3 above.</p> <p>Provide detailed CVs of the following key personnel:</p> <ul style="list-style-type: none"> <li>• Brand Strategist</li> <li>• Creative Director</li> <li>• Copywriter</li> <li>• Graphic Designer</li> <li>• Accounts Manager</li> </ul> <p><b>Note: The CVs must clearly indicate the team member's experience in their respective role.</b></p>	10
<b>Substantiation:</b>		
1b	<p>The bidder must demonstrate their ability to develop brand strategy and positioning, Creative Concept and Campaign strategy development, conceptualisation, development and executing of marketing campaigns.</p>	5

Item	Criteria – Marketing and Advertising	Points
	Indicate the approach you would follow to develop and execute marketing strategies in this regard.	
<b>Substantiation:</b>		

Item	Criteria – Strategic Public Relations and content development	Points
2a	<p>The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Sasria’s Public Relations requirements as specified in Part 3 above.</p> <ul style="list-style-type: none"> <li>• Provide detailed CVs of the following key personnel Writer</li> <li>• Editor</li> </ul>	5
<b>Substantiation:</b>		
2b	<p>The bidder must demonstrate their ability to provide Public Relations strategy development and execution as well as content development for Sasria’s various platforms (Blogs, brochures, Newsletters etc).</p> <p><b>Indicate the approach you would follow to develop and execute Public Relation strategy for Sasria.</b></p>	5
<b>Substantiation:</b>		

Item	Criteria – Digital Marketing	Points
3a	<p>The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Sasria’s Digital Marketing requirements as specified in Part 3 above.</p> <p>Provide detailed CVs of the following key personnel:</p> <ul style="list-style-type: none"> <li>• Digital Strategist</li> <li>• Community Manager</li> <li>• Graphic Designer</li> </ul>	5
<b>Substantiation:</b>		
3b	<p>The bidder must demonstrate their ability in development and execution of Digital marketing strategy, including but not limited to online advertising, social media management and content development.</p> <p><b>Indicate the approach you would follow to develop and execute Digital marketing strategy for Sasria.</b></p>	5
<b>Substantiation:</b>		

Item	Criteria – Creative Development	Points
4a	The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Sasria’s Creative Development. Provide detailed CVs of the following key personnel: <ul style="list-style-type: none"> <li>• Graphic Designer</li> </ul>	5
<b>Substantiation:</b>		
4b	The bidder must demonstrate their ability to manage creative development and production thereof.  <b>Indicate the approach you would follow in managing creating development and production thereof.</b>	5
<b>Substantiation:</b>		

Item	Criteria – Internal Marketing	Points
5a	The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Saria’s Internal Marketing requirements as specified in Part 3 above. Provide detailed CVs of the following key personnel: <ul style="list-style-type: none"> <li>• Strategist</li> </ul>	2
<b>Substantiation:</b>		
5b	The bidder must demonstrate their ability in development and execution of internal marketing strategies in order to achieve employee engagement.  <b>Indicate the approach you would follow in developing and executing internal marketing strategies.</b>	3
<b>Substantiation:</b>		

Item	Criteria – Media Planning, buying and placement	Points
6a	The bidder must demonstrate the availability of appropriate skills and resources that will manage and deliver on Sasria’s Media planning, buying and placement requirements as specified in Part 3 above. Provide detailed CVs of the following key personnel: <ul style="list-style-type: none"> <li>• Media Strategist</li> <li>• Buyer</li> </ul>	5
<b>Substantiation:</b>		



Item	Criteria – Media Planning, buying and placement	Points
6b	The bidder must demonstrate their ability in development and execution of media strategies in order to meet campaign requirements.  Indicate the approach you would follow in media planning, buying and placement.	5
Substantiation:		
<b>Total points – Phase 2</b>		60

**Note: Bidders must achieve a minimum score of 42 out of 60 points in Phase 2 of the technical criteria, in order to be considered for the next level of the evaluation process i.e. Presentation.**

### Phase 3 – Presentations

The bidders will be given notification of 3 days in advance to prepare for Presentations

Item	Criteria	Points
1	Case study of a past project indicating how the bidder executed a similar strategy taking into account the functional criteria mentioned above. This includes but is not limited to: <ul style="list-style-type: none"> <li>• Description of the integrated marketing communications strategy formulated, and services provided;</li> <li>• The implementation plan;</li> <li>• Timelines;</li> <li>• Budget; and</li> <li>• Team capability and expertise</li> </ul>	40
<b>Total points – Phase 3</b>		40
<b>Total Points</b>		100

**Note: Bidders must achieve a minimum score of 70 points in technical evaluation (Phase 2 and 3 combined) in order to be considered for the next level of the evaluation process i.e. Price and BEE**

#### 5.3.3. Level 3 – Preference Point System

Bidders that achieved a minimum score of 70 points in last phase of technical evaluation will progress to this level (level 3) and will be evaluated in accordance with the preference point system.

The following preference points system will be used for this tender:

CRITERIA	POINTS
Price	80
B-BBEE	20
<b>TOTAL</b>	<b>100 points</b>

## 6. Part 6 – Required Documents

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### STANDARD BIDDING DOCUMENTS

In addition to the Annexures listed below, the following documents must be completed, signed and submitted together with the bid response:

- Invitation to Bid (SBD 1);
- Declaration of Interest (SBD 4);
- Preference Points Claims Form in terms of the Preferential Procurement Regulations 2017 (SBD 6.1);
- Declaration of Bidder's Past SCM Practices (SBD 8); and
- Certificate of Independent Bid Determination (SBD 9).

Note: Failure to submit these documents may lead to disqualification of the bid.

**MEMORANDUM OF AGREEMENT**

Entered into between:

**Sasria SOC Ltd**

A company duly incorporated under the laws of *Republic of South Africa*, having its main place of business at 36 Fricker Road, Illovo, Sandton Johannesburg, with registration number: 1979/000287/06

(Hereinafter referred to as “the Discloser”)

And

.....

A company duly incorporated under the laws of Republic of South Africa, having its main place of business  
at....., with  
registration number:.....

(Hereinafter referred to as “the Recipient”)

## PREAMBLE

**Whereas** the Discloser will disclose certain confidential information to the Recipient, for purposes

of \_\_\_\_\_  
\_\_\_\_\_;

**And whereas** the Recipient wishes to receive confidential information on the condition that the Recipient will not disclose the same to any third party or make use thereof in any manner except as set out below.

The Discloser and the Recipient hereby agree to the following:

### 1. Definitions

Unless the contrary is clearly indicated, the following words and/or phrases, when used in this Agreement, shall have the following meaning:

**1.1 “Agreement”** shall mean this written document together with all written appendices, annexures, exhibits or amendments attached to it from time to time;

**1.2 “Commencement Date”** shall mean the date of last signature of this agreement;

**1.3 “Confidential Information”** shall mean all information which:

**1.3.1** pertains to the Disclosing Purpose, disclosed, revealed or exchanged by the Discloser to the Recipient, and which pertains to, but is not limited to all intellectual property rights, all trade secrets, all agreements (whether in writing or not) which exist at the time of revealing the content thereof to the Recipient, the content of all possible future agreements which the Discloser intends to enter into with any other party, all knowledge obtained by way of research and development, irrespective of whether the aforementioned information that is revealed is applicable to technical, business or financial aspects of the Discloser; and/or

**1.3.2** any information of whatever nature, which has been or may be submitted by the Discloser to the Recipient, whether in writing or in electronic form or pursuant to discussions between the Parties, or which can be obtained by

examination, testing, visual inspection or analysis, including, without

limitation, business or financial data, know-how, formulae, processes, specifications, sample reports, models, customer lists, computer software, inventions or ideas; and/or

**1.3.3** Any dispute between the Parties resulting from this Agreement; and/or

**1.3.4** Any fault or defect in any aspect of the business of the Discloser, irrespective of whether the Discloser knows about such a fault or defect;

**1.4** “**Notice**” shall mean a written document;

**1.5** “**Parties**” shall mean both the Discloser (**Sasria SOC Ltd**) and the Recipient.

**1.6** “**Board**” shall mean Board of Directors of the Discloser.

## **2. Obligations of the Recipient**

The Recipient shall:

**2.1** use the confidential information disclosed to it solely for the purposes of  
.....  
.....  
.....and for no other purpose whatsoever (“Disclosing Purpose”);

**2.2** treat and safeguard the Confidential Information as private and confidential;

**2.3** ensure proper and secure storage of all Confidential Information;

**2.4** not at any time without the prior written consent of the Discloser or another employee of the disclosure from which he received the information,

**2.4.1** disclose or reveal to any person or party either the fact that discussions or negotiations are taking, or have taken place between the Board, employee and another employee or the content of any such discussions or other facts relating to the Disclosing Purpose, except where required by law or any governmental, or regulatory body;

**2.5** not create the impression with or lead any third party to interpret or construe any

- condition contained in this Agreement, that this Agreement is an Agency Agreement and/or Partnership Agreement and/or a Joint Venture and/or any other similar arrangement;

**2.6** not allege that this Agreement grants it, either directly, or by implication, or by estoppel or otherwise a license under any patent or patent application, or that

it is entitled to utilize the Confidential Information in any way contrary to the stipulations contained in this Agreement;

- 2.7 on termination of this Agreement act with the Confidential Information in accordance with a Notice delivered to it by the Discloser and if no such Notice was delivered, the Recipient shall destroy the Confidential Information in a similar manner to which it would destroy information that it would consider to be its own Confidential Information.

### 3. **Obligations of the Discloser**

Subject to clause 2, the Discloser shall:

- 3.1 disclose to the Recipient, in writing any relevant information in their possession or under their care; and
- 3.2 furnish the Recipient at least 7 (seven) calendar days prior to this Agreement being terminated, for whatever reason, with a Notice instructing the Recipient about what it should do with the Confidential Information once the Agreement has been terminated.

### 4. **Exclusions**

The provisions of **Clause 3** above will not apply to any Confidential Information which:

- 4.1 is at the time of disclosure to the Recipient, within the public domain and could be obtained by any person with no more than reasonable diligence;
- 4.2 come into the public domain and could be obtained after such disclosure, otherwise than by reason of a breach of any of the undertakings contained in this Agreement;
- 4.3 is subsequently provided to the Recipient by a person who has not obtained such  
information from the Discloser, provided that, in any such case, such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether expressed or implied;
- 4.4 is disclosed with the written approval of the Discloser;
- 4.5 is or becomes available to a third party from the Discloser on an unrestricted basis;
- 4.6 is obliged to be reproduced under an order of court or government agency of

competent jurisdiction.

## **5. Commencement**

This Agreement shall commence on the Commencement Date.

## **6. Cancellation**

**6.1** The Agreement shall not terminate automatically. Either party must be able to terminate on written notice to the other party once the Disclosing Purpose is completed. The obligations of confidentiality under this Agreement shall continue to apply after assignment or termination of this Agreement.

**6.2** The Parties further agree that either Party shall have the right at any time to give notice in writing to terminate this Agreement forthwith in the event of a material breach of any of the terms and conditions of the Agreement. If the breach in question is one which can effectively be remedied, the Parties shall endeavour to jointly try to remedy such breach, failing which, the Agreement shall be terminated.

## **7. Interpretation**

**7.1** The clause headings in this Agreement have been inserted for convenience only and will not be taken into consideration in the interpretation of this Agreement;

**7.2** Any reference in this Agreement to the singular includes the plural and *vice versa*;

**7.3** Any reference in this Agreement to natural persons includes legal persons and references to any gender include references to the other genders and *vice versa*.

## **8. Dispute Resolution**

**8.1** A dispute concerning or arising out of this Agreement exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause. The parties must refer any dispute to be resolved by -

- negotiation; failing which
- mediation; failing which
- arbitration

- 8.2 Within ten (10) Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorized representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within fifteen (15) Business Days
- 8.3 If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").
- 8.4 If mediation fails, the parties must refer the dispute within fifteen (15) Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA.
- 8.5 If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.
- 8.6 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.
- 8.7 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.
- 8.8 This clause is a separate, divisible agreement from the rest of this Agreement and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

**9. Domicilium and Notices**

The Parties elect the following addresses as their respective *domicilium citandi et executandi*, at which all notices and other communications must be delivered for the purposes of this Agreement:

**9.1 Discloser:**

**9.1.1** by hand at 36 Fricker Road, Illovo, Sandton, Johannesburg

Marked for the attention of: .....

**9.1.2** by post at: **P.O. Box 653367, Benmore, 2010**

Marked for the attention of .....

**9.1.3** by telefax at (011) 447 8624



Marked for the attention of .....

**9.2 Recipient:**

**9.2.1** by hand at .....

Marked for the attention of.....

**9.2.2** by post to: \_\_\_\_\_

Marked for the attention of: .....

**9.2.3** by telefax at .....Marked for the attention of:

.....

**9.3** Any notice or communication required or permitted to be given in terms of this agreement shall only be valid and effective if it is in writing.

**9.4** Any notice addressed to either of the Parties and contained in a correctly addressed envelope and sent by registered post to it at its chosen address or delivered by hand at its chosen address to a responsible person on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, shall be deemed to have been received, unless the contrary is proved, if sent by registered post, on the 14<sup>th</sup> (fourteenth) calendar day after posting and, in the case of hand delivery, on the day of delivery.

**9.5** Any notice sent by telefax to either of the Parties at its telefax number shall be deemed, unless the contrary is proved, to have been received:

**9.5.1** if it is transmitted on any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, within 2 (two) hours of transmission;

**9.5.2** if it is transmitted outside of these times, within 2 (two) hours of the commencement any day of the week between 09h00 and 16h00, excluding Saturdays, Sundays and South African public holidays, after it has been transmitted.

**10. Entire Agreement and Variations**

**10.1** This Agreement constitutes the whole agreement between the Parties and supersedes all prior verbal or written agreements or understandings or representations by or between the Parties regarding the subject matter of this Agreement, and the Parties will not be entitled to rely, in any dispute regarding this Agreement, on any terms, conditions or representations not expressly

contained in this Agreement.

**10.2** No variation of or addition to this Agreement will be of any force or effect unless reduced to writing and signed by or on behalf of the Parties.

**10.3** Neither party to this Agreement has given any warranty or made any representation to the other party, other than any warranty or representation which may be expressly set out in this Agreement.

## **11. Data Security**

11.1. The Recipient shall, at all times, ensure compliance with any local and international laws, regulations, policies or codes that may be enacted from time to time and put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risk to any information that may be shared or accessed through a computer or any other form of electronic communication pursuant to the Agreement. For purposes of this clause 0,

“Information” shall mean, but not be limited to:

11.1.1. all cyber related information, including data; a computer program; output of a computer program; a computer system; article; data message; a computer data storage medium; output of a computer program and output of data;

11.1.2. Personal Information as defined in section 1 of the Protection of Personal Information Act No. 4 OF 2013 (“**POPIA**”) read with Section 1 of the Promotion of Access to Information Act No. 2 of 2000; and

11.1.3. Any other information that may be shared or accessed pursuant to the Agreement.

11.2. The Recipient shall notify the Discloser in writing of any cybercrimes or any suspected cybercrimes in its knowledge and to report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, within 10 days of becoming aware of such crime or suspected crime.

## **12. Protection Of Personal Information**

12.1. For purposes of this clause 112 -

12.1.1. the following terms shall bear meanings contemplated in Section 1 of the POPIA: **consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information;** as well as any terms derived from these terms.

12.1.2. “**binding corporate rules**” means personal information processing policies, within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring personal information to a responsible

party or operator within that same group of undertakings in a foreign country; and **“group of undertakings”** means a controlling undertaking and its controlled undertakings.

- 12.2. The Parties acknowledge and agree that, in relation to personal information that may be processed pursuant to the Agreement, the Discloser is the responsible party and the Recipient is the operator.
- 12.3. The Recipient must process such personal information only with the knowledge or authorisation of the Discloser and treat personal information which comes to its knowledge as confidential and must not disclose it, unless so required by law.
- 12.4. The Recipient must secure the integrity and confidentiality of personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, damage to or unauthorised destruction of personal information and unlawful access to or processing of personal information.
- 12.5. In order to give effect to the obligations set out in this clause 112, the Recipient must take reasonable measures to-
  - 12.5.1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
  - 12.5.2. establish and maintain appropriate safeguards against the risks identified;
  - 12.5.3. regularly verify that the safeguards are effectively implemented; and
  - 12.5.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 12.6. The Recipient shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 12.7. The Recipient shall notify the Discloser immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
- 12.8. The Recipient shall appoint an information officer and an appropriate number of deputy information officers as may be required by the POPIA, and must provide the Discloser with the details of such officers, whose responsibilities shall include-
  - 12.8.1. the encouragement of compliance, by the Recipient, with the conditions for the lawful processing of personal information;

- 12.8.2. dealing with requests made to the Recipient pursuant to the POPIA;
  - 12.8.3. working with the Regulator in relation to investigations conducted under the POPIA;
  - 12.8.4. otherwise ensuring compliance by the Recipient with the provisions of the POPIA; and
  - 12.8.5. as may be prescribed by the POPIA.
- 12.9. The Recipient shall not transfer personal information about a data subject to a third party who is in a foreign country without Prior written consent of the Discloser. The Discloser will not grant such consent unless-
- 12.9.1. the third party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that-
    - 12.9.1.1. effectively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and
    - 12.9.1.2. includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country;
  - 12.9.2. the data subject consents to the transfer;
  - 12.9.3. the transfer is necessary for the performance of a contract between the data subject and the responsible party, or for the implementation of pre-contractual measures taken in response to the data subject's request;
  - 12.9.4. the transfer is necessary for the conclusion or performance of a contract concluded in the interest of the data subject between the responsible party and a third party; or
  - 12.9.5. the transfer is for the benefit of the data subject, and-
    - 12.9.5.1. it is not reasonably practicable to obtain the consent of the data subject to that transfer; and
    - 12.9.5.2. if it were reasonably practicable to obtain such consent, the data subject would be likely to give it.
- 12.10. The Recipient shall process personal information of data subjects in accordance with the conditions for the lawful processing of personal information as contemplated in the POPIA, and shall at all times put sufficient measures in place to ensure compliance with the POPIA, including compliance with any compliance notices and information notices served on the Recipient under the POPIA.

**13. Assignment, Cession and Delegation**

Neither of the Parties shall be entitled to assign, cede, delegate or transfer any rights, obligations, share or interest acquired in terms of this Agreement, in whole or in part, to any other party or person without the prior written consent of the other, which consent shall not unreasonably be withheld or delayed.

**14. Relaxation**

No indulgence, leniency or extension of a right, which either of the Parties may have in terms of this Agreement, and which either party (“the grantor”) may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right.

**15. Waiver**

No waiver on the part of either party to this Agreement of any rights arising from a breach of any provision of this Agreement will constitute a waiver of rights in respect of any subsequent breach of the same or any other provision.

**16. Severability**

In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.

**17. Governing Law**

The validity and interpretation of this Agreement will be governed by the laws of the Republic of South Africa.

**SIGNATURES**

I, the undersigned, ..... , herewith confirms that my position within the Recipient is that of ..... and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the .....day, of ....., for and on behalf of the Recipient.

I, the undersigned ....., herewith confirms that my position within the Discloser is that of Executive Manager: ..... and state that I am duly authorised to enter into this Agreement, which I herewith do, on this the \_\_\_\_ day, of ..... by signing this Agreement, for and on behalf of the Discloser.

\_\_\_\_\_

Signature for and on behalf of Discloser

\_\_\_\_\_

Signature for and on behalf of Recipient

**ANNEXURE B: ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS**

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RFP No: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Authorised signatory: \_\_\_\_\_

Name of Authorised Signatory \_\_\_\_\_

Position of Authorised Signatory \_\_\_\_\_

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this RFP.

**[Note to the Bidder: The Bidder must complete all relevant information set out below.]**

**CENTRAL SUPPLIER DATABASE (CSD) INFORMATION**

<b>Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:</b>	
<b>Supplier Number</b>	
<b>Unique registration reference number</b>	

**BIDDING STRUCTURE**

<b>Indicate the type of Bidding Structure by marking with an 'X':</b>	
<b>Individual Bidder</b>	
<b>Joint Venture/ Consortium</b>	
<b>Prime Contractor with Sub Contractors</b>	
<b>Other</b>	

**REQUIRED INFORMATION**

<b>If Individual Bidder:</b>	
<b>Name of Company</b>	
<b>Registration Number</b>	
<b>Vat registration Number</b>	
<b>Contact Person</b>	
<b>Telephone Number</b>	
<b>Cell phone Number</b>	

<b>If Individual Bidder:</b>	
Fax Number	
Email address	
Postal Address	
Physical Address	

<b>If Joint Venture or Consortium, indicate the following for each partner:</b>	
<b>Partner 1</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	
<b>Partner 2</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	



<b>If bidder is a Prime Contractor using Sub-contractors, indicate the following:</b>	
<b>Prime Contractor</b>	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
<b>Sub-contractors</b>	
Name of Company	
Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cell phone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Subcontracted work as a % of the total value of the contract	

**ANNEXURE C: SHAREHOLDER INFORMATION**

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[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 2.]

**1 Shareholders/ Members**

Name of the shareholder	ID Number	Race	Gender	% shares

Note: The bidder must also attach the detailed Company/ Group Structure where relevant.

**2 Black Shareholders/ Members as per the B-BBEE Certificate**

Name of the shareholder	ID Number	Race	Gender	% shares

<b>Total Black Shareholding % as per the current and valid B-BBEE Certificate</b>	
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## ANNEXURE D: BIDDER'S EXPERIENCE AND PROPOSED PROJECT TEAM

*[Note: the bidder must complete the information set out below. If the bidder requires more space than is provided below it must prepare a document in substantially the same format setting out all the information referred to below and return it with Returnable Schedule 3.]*

**Table (a): Details of the bidder's current and past experience in providing full-service marketing services within the financial services industry:**

Client' Name	Project description	Project Cost	Project period (Start and End Dates)	Description of service performed and extent of Bidder's responsibilities	Name, title and telephone contact of client

**Table (b): Details of the key personnel of the bidders' proposed team:**

Name	Position	Role / Duties in this Project	Relevant Project Experience	
			Project description, Client, Project period	Project Cost

