

TENDER SPECIAL CONDITIONS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2. STATUS OF TENDER/BID SUBMISSION

- 2.1 **The Department of Economic, Small Business Development, Tourism and Environmental Affairs is hereby** inviting Proposals are hereby requested from professional Locally based Communication/Advertising Companies to provide services for 3 years for DESTEA media bulk buying in Free State community media and mainstream media.
- 2.2 This Bid is an invitation for Bidders to submit a proposal for the provision of the services as set out in the Terms of Reference contained herein.
- 2.3 No binding contract or other understanding for the supply of the Services will exist between the Department of Economic, Small Business Development, Tourism and Environmental Affairs and any Bidder unless and until the Department of Economic, Small Business Development, Tourism and Environmental Affairs has executed a formal written contract with the successful Bidder/s.
- 2.4 The Department will take no responsibility for the storing and safe keeping of material and equipment belonging to the service provider
- 2.5 The Department will not be responsible for providing accommodation, transport and resources for the staff of the contractor.
- 2.6 Bidders must provide all the information requested in specification and as specified further in the Special Conditions.
- 2.7 Bidders must submit a valid and original tax clearance certificate with their bid documents.
- 2.8 Bidders must attach the valid Broad Based Black Economic Empowerment certificate
- 2.9 DESTEA reserves the right to procure its requirements elsewhere outside the contract should the services be urgently required and not immediately available or in emergency cases.
- 2.10 DESTEA reserves the right to arrange contracts with more than one service provider.

2.11 The completed bid document may serve as a basis for further negotiations at DESTEA's selection process. DESTEA may at its sole discretion decide how many potential service providers are requested to participate in this process.

3. SUBMISSION OF BIDS

3.1 Bidders must submit the bid in sealed envelopes to Tender Box C, Groundfloor, 113 St Andrew Street Building, Bloemfontein by the closing date and time of the bid.

3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.

4. SCOPE OF WORK

The relevant service provider will be required to place adverts in the Free State community media and mainstream media for 3 years with footprint in the Free State according to the following scope of work:

Description of Goods	Quantities	Unit measurement /Size	Delivery date
Adverts on weekly community newspapers which are free of charge	7 Free State weekly newspapers that has a minimum readership of no less than 20 000. Advert to be placed as and when required in media that is related to our demographics	-Double spreadsheet (540 x370mm) (2 x 540mm x 340mm) (260cm x 39cm) (390mm X 520mm) (39cm x 26.1cm) (39cm x 16cm) -Full page (260mm x 380mm) (540mm X 340mm) (260cm x 39cm) (390mm X 260 mm) (39cm x 8cm) -Half page (260 x 190mm) (270mm x 340mm) (260cm x 19cm) (200mm x 26mm) (20cm x 8cm)	Commencement date will be after the signing of the Service Level Agreement

		<p>-Quarter page (130 x190mm) (270mm x 170mm) (12.6cm x 19cm) (200 mm X 128mm) (20cm x 4cm)</p>	
Adverts on community magazine	<p>1 Free State based quarterly magazine that is glossy and has a minimum readership of 5 000. Advert to be placed as and when required in media that is related to our demographics.</p>	<p>-Double spreadsheet (422mm x 281mm) -Full page (211mm x 140mm) -Half page (105.5mmx 0.5mm)</p>	<p>Commencement date will be after the signing of the Service Level Agreement</p>
Adverts on national Wildlife magazine	<p>1 national magazine that is glossy and specializes in Wildlife or environment with circulation nationally. Advert to be placed as and when required in media that is related to our demographics</p>	<p>-Double spreadsheet (422mm x 281mm) -Full page (211mm x 140mm) -Half page (105.5mmx70.5mm)</p>	<p>Commencement date will be after the signing of the Service Level Agreement</p>
Adverts on national daily English newspapers	<p>2 national daily English newspapers that have Free State minimum readership of 283 000 – 400 000.</p>	<p>-Double spreadsheet (2 x 390mm x 261mm) -Full page (390 mm x 127mm) -Half page (200 cm x 261mm) -Quarter page (200mm x 127mm)</p>	<p>Commencement date will be after the signing of the Service Level Agreement</p>

	Advert to be placed as and when required in media that is related to our demographics		
Adverts on local Afrikaans newspaper	1 local Afrikaans newspaper published in Bloemfontein, South Africa, and distributed in the Free State with minimum readership of about 100 000. Advert to be placed as and when required in media that is related to our demographics	-Double spreadsheet (1140mm x 570mm) -Full page (54mm x 10mm) -Half page (27mm x 10mm) -Quarter page (27mm x 5mm)	Commencement date will be after the signing of the Service Level Agreement
Adverts on national daily Business newspaper	1 national daily Business newspaper with minimum readership of about 100 000. Advert to be placed as and when required in media that is related to our demographics	-Double spreadsheet (820mm x 570mm) -Full page (540mm x 378mm) -Half page (270mm x 378mm) -Quarter page (270mm x 158mm)	Commencement date will be after the signing of the Service Level Agreement
Adverts on national Sunday newspaper	1 national Sunday newspaper with minimum readership of no less than 800 000.	-Double spreadsheet (820cm x 570cm) -Full page (55cm x 10cm) -Half page (27cm x 10cm) -Quarter page	Commencement date will be after the signing of the Service Level Agreement

	Advert to be placed as and when required in media that is related to our demographics.	(27cm x 5cm)	
Interviews on community radio stations in the Free State with minimum listenership of no less than 30 000.	6 Free State community radio station that has a minimum listenership of no less than 30 000. Interview to be done as and when required in media that is related to our demographics, preferably business related slots.	5 minutes	Commencement date will be after the signing of the Service Level Agreement
Adverts on community radio stations in the Free State with listenership of no less than 30 000 or 40 000.	6 Free State community radio stations that has a minimum listenership of no less than 30 000. Adverts to be done as and when required in media that is related to our demographics, preferably business related slots.	20 x 30 seconds	Commencement date will be after the signing of the Service Level Agreement

5. OPENING OF BIDS

Bids will be opened publicly immediately on closing date and time stipulated. No faxed and e-mailed bids will be accepted. Bids delivered after the above-mentioned stipulated time and date will not be considered.

6. EVALUATION PROCESS

6.1 The evaluation process comprises the following phases:

Phase I	Phase III	Phase IV
Administration and Mandatory bid requirements	Functionality	Price and B-BBEE
Compliance with administration and mandatory bid requirements	Bids will be evaluated in terms of functionality	Bids evaluated in terms of the 80/20 preference system

Failure to comply with Phase I will invalidate the bid.

6.2 Phase I: Mandatory Requirements

During this phase Bidders' response will be evaluated based on the mandatory requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

6.3 Registration on Central Supplier Database (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid.

Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
Complete your registered CSD vendor number on the checklist.
Provide a copy of the CSD Registration "Summary Report".

6.4 Valid and Original Tax Clearance Certificate

Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit an original valid Tax Clearance Certificate.

6.5 Responsive Bids

Bidders must ensure their bids are responsive by completing and signing, where applicable, all relevant bid documents. Non-compliance with this condition will invalidate the bid for such services offered.

6.5 Phase II: Pre-qualification

6.5.1 None

6.6 Phase III: Functionality Evaluation as per the Terms of Reference

Functionality will be evaluated on the basis of the responses on the Functionality and supporting documentation supplied by the Bidders as follows:

ELEMENTS OF FUNCTIONALITY CRITERIA & SCORES

EVALUATION CRITERIA	Score
LOCALLY BASED COMPANY <ul style="list-style-type: none"> • Locally based company = 20 points (Provide lease agreement or latest municipal account not older than 3 months and not in arrears for more than 90 days) First page only. • Non locally based = 5 points 	20
EXPERIENCE IN THE INDUSTRY Number of related/similar projects undertaken by the service provider. (Signed and stamped reference letters from companies previously worked with not older than 5 years). The minimum threshold for projects must be at least R100 000.00. <ul style="list-style-type: none"> • 5 or more projects = 40 points • 3 to 4 projects = 20 points • 2 to 3 projects = 10 points • 2 to 1 projects = 5 points • 0 projects = 0 points 	40
PROOF OF FINANCIAL CAPACITY OF AT LEAST R1 000 000.00 (Attach proof of 3 months financial statement of R1 000 000.00 or bank credit letter) <ul style="list-style-type: none"> • R1 000 000.00 and above = 40 points • R900 000.00 up to R500 000.00 = 10 points • R400 000.00 up to R0 = 0 	40
TOTAL	100
*MINIMUM POINTS TO QUALIFY FOR STAGE 2	70

6.6.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section.

6.6.2 Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

6.6.3 The score for functionality will be determined by the Bid Evaluation Committee (BEC) whereby each member will rate each individual criterion or rating bidders collectively on the scoresheet

6.6.4 A bid which scores a minimum of **70 points** out a total of 100 points on functionality will qualify for further evaluation.

6.6.7 The Department reserves the right to determine the number of service providers to provide reoval services.

7.7 Phase IV: Preference Point System

7.7.1 In terms of Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Deapartment on the 80/20-preference point system in terms of which points are awarded to Bidders on the basis of:

- The bid price (maximum 80 points)
- Broad-Based Black Economic Empowerment (B-BBEE) status level of contributor (maximum 20 points)

7.7.2 The following formula will be used to calculate the points for price:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

7.7.3 A maximum of 20 points may be allocated to a Bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

7.7.4 Bidders are required to complete the preference claim form (SBD 6.1), and submit their original SANAS accredited and valid B-BBEE status level verification certificate or a certified copy thereof at the closing date and time of the bid in order to claim the B-BBEE status level point.

- 7.7.5 The points scored by a Bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.
- 7.7.6 Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act no. 69 of 1984)) or an accredited verification agency will be considered for preference points.
- 7.7.7 Failure on the part of the Bidder to comply with paragraphs 7.7.4 and 7.7.6 above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- 7.7.8 The Department may, before a bid is adjudicated or at any time, require a Bidder to substantiate claims it has made with regard to preference.
- 7.7.9 The points scored will be rounded off to the nearest 2 decimals.
- 7.7.10 In the event that two or more bids have scored equal total points, the contract will be awarded to the Bidder scoring the highest number of preference points for B-BBEE.
- 7.7.11 However, when functionality is part of the evaluation process and two or more Bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the Bidder scoring the highest for functionality.
- 7.7.12 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- 7.7.13 A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- 7.7.14 The bid may be allocated to more than one service provider.

8. OVERALL CRITERIA

CRITERIA	MAXIMUM POINTS
Price	80
BBBEE Rating	20
Grand Total	100

9. ADJUDICATION OF THE BIDS

The adjudication of bids will be conducted in accordance with PPPFA (.80/20.) and, on price and functionality. The Bid Adjudication Committee will consider the recommendations of the Bid Evaluation Committee and make a recommendation to the HOD: Economic, Small Business Development, Tourism and Environmental Affairs. The most acceptable offer will be the successful bidder.

10. AWARD OF CONTRACT

- 10.1 The outcome of the bid will be published in the Provincial Tender Bulletin and on e-Tender Portal.

11. LATE BIDS

- 11.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder.

12. COUNTER CONDITIONS

- 12.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders will result in the invalidation of such bids.

13 FRONTING

- 13.1 Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- 13.2 The Government, in ensuring that Bidders conduct themselves in an honest manner may, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Department may have against the Bidder / contractor concerned.

14. SUPPLIER DUE DILIGENCE

- 14.1 The Government reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period. This may include site visits.

15. VERIFICATION OF BIDDERS

During the Bid Evaluation and Adjudication process, the status of the supplier must be verified. Should a default be detected, the procedure for the restriction of the supplier as stated in SCM Practice Note No. 5/2006 will be followed.

16. PRESENTATION

- 16.1 The Department may require presentations/interviews from the short-listed Bidders as part of the bid process.

17. COMMUNICATION AND CONFIDENTIALITY

- 17.1 The Department of Economic, Small Business Development, Tourism and Environmental Affairs may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 17.2 All communication between the Bidder and the Department of Economic, Small Business Development, Tourism and Environmental Affairs must be done in writing.
- 17.3 Whilst all due care has been taken in connection with the preparation of this bid, the Department makes no representations or warranties that the content of this bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Department, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 17.4 If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the Bidder must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Department an opportunity to consider what corrective action is necessary (if any).
- 17.5 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.
- 17.6 All persons (including Bidders) obtaining or receiving this bid and any other information in connection with this Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.
- 17.7 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Department of Economic, Small Business Development, Tourism and Environmental Affairs, except where authorized in writing to do so. All documents will remain the property to the Department of Economic, Small Business Development, Tourism and Environmental Affairs

18. FINANCIAL MANAGEMENT

- 18.1 The Department will settle the service providers' accounts within the agreed payment terms.

19. NEGOTIATIONS

- 19.1 The Department reserves the right to negotiate with the shortlisted Bidders prior to award and with the successful Bidder/s post award based on market conditions.

20. CONFIDENTIALITY

- 20.1 Information relating to the evaluation of bids and recommendations concerning award shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the successful bidder has been notified that he/she has been awarded the contract.
- 20.2 No material or information derived from the procurement and provision of the services under the contract may be used for any purposes other than those of Department of Economic, Small Business Deveelopemnt, Tourism and Environmental Affairs, except where authorized in writing to do so.
- 20.3 The Department of Economic, Small Business Deveelopemnt, Tourism and Environmental Affairs agrees to keep the details of the bidder's bid strictly confidential, including but not limited to any financial information provided, and will not disclose the content thereof to any third party, except as required and/or authorized by law after awarding of the bid.

21. AGREEMENTS

- 21.1 A Service Level Agreement may be be entered into with the Department of Economic, Small Business Deveelopemnt, Tourism and Environmental Affairs to clarify specific operational provisions. The Service Level Agreement will be subject to the General Condition of Contract (GCC) and the Special Condition of Contract (SCC).
- 21.2 Should funds no longer be available to pay for the execution of the responsibilities of this Bid, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

22. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

- 22.1 In acordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have bussiness interest in any entity conducting business with the Provincial Government.
- 22.2 According to the Public Service Regulations, 2016, an employee may not do business with any organ of state.
- 22.3 The Provincial Government may not award any tender or enter into any contract with an employee in the employment of the State.
- 22.4 All bids received contrary to Treasury Instruction Note 17 of 2012 and the Public Service Regulations, 2016 (Regulation 13) shall be disqualified.

23. JOINT VENTURE AGREEMENTS

- 23.3 Where an entity forms a Joint Venture or a Consortium with another entity and/or other entities, such parties must express in the bid proposal and a JV agreement should be submitted together with the bid.
- 23.4 Individual Entity/ies must all be registered on the CSD and after closing and/or awarding, register a Joint Venture or a Consortium on the CSD.

24. REASONS FOR REJECTION OF THE BID

- 24.1 DESTEA reserves the right to return late bids
- 24.2 DESTEA reserves the right to determine and reject bids that are not in accordance to specification / Terms of Reference.
- 24.3 Bidders shall not contact DESTEA on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 24.4 DESTEA shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 24.5 DESTEA may disregard any submission if that bidder or any of its directors are guilty of the following transgressions:
- Have abused the Supply Chain Management (SCM) system of any Government Department;
 - Have committed proven fraud or any other improper conduct in relation to such system;
 - Have failed to perform on any previous contract and the proof thereof exists; and;
 - Is restricted from doing business with the public sector if such a supplier;
 - Obtained preferences fraudulently or if such supplier failed to perform on a contract based on the specific goals.

25. NON-COMMITMENT

- 25.1 DESTEA is not bound to accept any of the bids submitted.

25.2 DESTEA reserves the right to withdraw or amend these terms of reference/specification by notice in writing to all parties who have received the terms of reference/specification prior to the closing date.

25.3 The cost of preparing bids will not be reimbursed.

26. ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

26.3 Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

26.4 THE BIDDER MUST COMPLETE THE FOLLOWING

I _____ in my capacity as _____ of the company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

SIGNATURE

CAPACITY

Contact person of company: _____

Tel. of company: (____)_____

Fax of company: (____)_____