

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO
DELIVER**

**MAINSTREAM MEDIA INTERVIEWS AND SOCIAL
MEDIA FACILITATION FOR A PERIOD OF 3
MONTHS**

1. BACKGROUND

The Council of the Built Environment (CBE) is a statutory body established in terms of the Council for Built Environment Act (No. 43 of 2000) and an entity of the Department of Public Works and Infrastructure (DPWI). The CBE is a schedule 3(a) public entity and is subject to compliance with the Public Finance Management Act (PFMA) Act No. 29 of 1999 and Treasury regulations.

Sections 3© and (d) of the CBE Act mandate it to promote ongoing human resource development in the built environment, and to facilitate participation by the built environment professions in integrated development in the context of achieving national goals. It is an overarching body that lead, regulate, coordinate, and advise the six Professional Councils namely: Architectural Profession, Landscape Architectural Profession, Engineering Profession, Property Valuers Profession, Project and Construction Management Professions, and Quantity Surveying Profession. The CBE also entered into a working relationship with the following professional bodies as part of the built environment family – South African Council for Planners, Environmental Assessment Practitioners Association of South Africa, and South African Geomatics Council. In the main, the central mandate of the Council for the Built Environment is to:

- transform the Built Environment Industry
- create skilled Built Environment professionals
- expedite the empowerment of women, youth and persons with disabilities

The objects of the CBE are to:

- promote and protect the interests of the public in the built environment;
- promote and maintain a sustainable built environment and natural environment;
- promote ongoing human resource development in the built environment;
- facilitate participation by the built environment professions in integrated development in the context of national goals;
- promote appropriate standards of health, safety and environmental protection within the built environment;
- promote sound governance of the built environment professions;
- promote liaison in the built environment in the field of training, both in the republic and elsewhere, and to promote the standards of such training in the Republic;
- serve as a forum where the representatives of the built environment professions may discuss the relevant required qualifications; standards of education; training and competence; promotion of professional status; and legislation impacting on the built environment;

- ensure the uniform application of norms and guidelines set by the councils for the professions throughout the built environment.

2. PROJECT PROPOSAL

2.1 The CBE seeks to appoint a service provider to raise public awareness of three major event through mainstream national media platforms and the CBE's social media platforms.

The service will be required for the following events hosted by CBE in November 2024:

- 2.1.1.** Built Environment Climate Change Indaba (BECCI) hosted on the 7 and 8 November 2024 in Mandeni – Kwa Zulu Natal.
- 2.1.2.** The CBE and African Export- Import Bank (Afeximbank) event hosted on 13 November 2024 at the Stellenbosch University 's Faculty of Engineering and Built Environment in Cape Town.
- 2.1.3.** Built Environment Recognition Awards (BERA) to be hosted on 27 November 2024 at the Radisson Blue Hotel in Durban -Kwa Zulu Natal.

3. SPECIFICATIONS OF ITEMS REQUIRED

3.1. The appointed service provider must provide the following for the CBE:

- 3.1.1. Radio:** 12 interviews (per event) on national radio stations on programmes that focus on current affairs.
- 3.1.2. Television:** Six interviews on national channels that focus on current affairs.
- 3.1.3. Social media:** Project-based media facilitation services for YouTube, Facebook and Twitter profiles.
- 3.1.4. Article:** Three thought leadership piece and article per event.
- 3.1.5. Feedback Report** on the implementation of the above platforms, and recommendations on the most effective channels to utilise considering the CBE's statutory mandate and target audience/s.

4. SCOPE OF WORK

4.1. National mainstream media:

- 4.1.1.** Secure four relevant national radio slots (Frequency: per event)
- 4.1.2.** Secure two relevant national TV channel slots (Frequency: per event)
- 4.1.3.** For each interview, prepare the interviewer on the event core objectives, and craft the interview questions accordingly

- 4.1.4. For each interview, prepare the CBE representative/s i.r.o. answers, presentation skills
- 4.1.5. For each interview, provide the CBE with a recording (audio / video as applicable) for its website, gallery and archives

5. **Social Media:**

- 5.1. Stream relevant CBE events on YouTube. Provide a copy [or link] for each stream to the CBE for its further distribution, and archives (Frequency: per event)
- 5.2. Assist the CEO to utilise her Twitter Account for maximum exposure of the CBE – through tweets on CBE programmes/events and media conversations on built environment and related trending topics (Frequency: Weekly)
- 5.3. Maximise CBE's exposure to the public through posts on Facebook on relevant CBE events and built environment related trending topics (Frequency: As required)

6. **Three Thought -leadership piece and article (Frequency: per event)**

- 6.1. Support any other writing tasks related to communications of the CBE during the events, as required by the CEO.
 - 6.1.1. Creating monthly thought leadership piece and article for the CBE - Content for the piece and article must be sourced
 - 6.1.2. Creating and preparing PowerPoint presentations and reports for the events. Content may be supplied directly, or it may need to be sourced in another situation

7. **Feedback Report**

The appointed service provider will provide a report to the CBE detailing:

- 7.1. the impact success rate of each of the platforms
- 7.2. recommendations on the most effective channels to utilise considering the CBE's statutory mandate and target audience/s.

8. **PERIOD OF CONTRACT**

The contract will be for a duration of 3 months commencing from the date of signing the contract.

9. COSTING

Prospective service providers are to submit a detailed breakdown of the pricing for undertaking the required work as described above in the table provided below. The price must be inclusive of VAT (if applicable).

ITEM	PRICE
12 x Radio interviews	
6 x TV interviews	
3 months x social media exposure	
3 Thought leader piece and article	
CBE Feedback & Recommendations Report	
Total	

10. IMPORTANT NOTES FOR THE SERVICE PROVIDER

10.1. Quality Assurance

10.1.1. The appointed service provider will enter into an agreement with the CBE on the delivery of media relation, within agreed timelines for the scope of work outlined above.

10.1.2. The appointed service provider will take the responsibility to ensure that all work conforms to the highest professional standards.

11. CONDITIONS TO BE RESPECTED DURING THE CONTRACTING PERIOD

The service provider will work with the CBE Communications, Stakeholder Relations and Marketing unit on the project and all records shall pass into the exclusive ownership of the CBE.

12. Project timeframes

The project will be undertaken over a period of three months and a contract will be signed in this regard.

13. EVALUATION PROCESS

The following evaluation process shall be followed:

Pre-qualification Criteria (Bidders must meet the following pre-qualification criteria. *Failure to meet these requirements shall result in the disqualification of your proposal*):

- Potential service providers must be registered on the National Treasury Central Supplier Database (CSD). The CSD registration report must be submitted. Prospective bidders must be tax compliant. **This proposal will not be awarded to any bidder who is not registered on the CSD, or whose tax matters are not in order and/or who is a restricted supplier.**

**** The CBE reserves the right to verify the authenticity of the information submitted. The results of the verification will take precedence.**

a. Evaluation Phases:

i. Phase 1: Technical Evaluation

The bidders' quotation will be evaluated to determine compliance to the specifications indicated under paragraph 3 above. Failure to meet one or more of the specifications listed will result in the disqualification of your quotation.

Bidders who comply to all the required specifications will proceed to the due diligence process.

A due diligence process will be conducted in respect of all short-listed bidders to determine the capability and ability of short-listed bidders to execute this contract.

The CBE reserves the right to utilise any one or more of the below due diligence methods:

- Presentation by bidders with pre-determined questions being posed by the CBE. A set of pre-determined questions based on the submitted proposal will be posed. This will be evaluated based on a grading scheme of either consistent or not consistent with the proposal. Should more than 20% of the

responses not be consistent with the bidder's proposal their proposal will be disregarded.

- An investigation by the CBE of the bidder's previous contracts carried out, availability of skills or knowledge, existing workload etc
- Confirmation of the authenticity and content of the reference letters submitted (bidders must provide a minimum of **two** signed reference letters of similar work undertaken even if this method is not selected for due diligence). Purchase orders will also be accepted, subject to the CBE verifying the authenticity of the information submitted.

Should negative feedback be obtained from the aforementioned that will render the bidder unsuitable to execute the assignment, their proposal will be disregarded at this point and they will not proceed for further evaluation.

It must be noted that if a service provider has previously undertaken work for the CBE to which a positive report is on record, such report may be used for the purpose of due diligence in the event that the selected method(s) above is/are unsuccessful.

Should the bidder meet the requirements of due diligence, their proposal will proceed to Phase 2. Phase 2: Calculation of points

Please note that the proposals will be evaluated using the 80/20 preference point system as outlined in the Preferential Procurement Regulations, 2022 where:

- a) 80 points are allocated for price and 20 points are allocated for specific goals.
- b) During phase 2, points for price will be calculated for all shortlisted bidders in accordance with the following formula:

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

Where:

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

i. The final points will be calculated as follows:

Points for price:	80 points
Specific Goals Contributor:	<u>20 points</u>
Final points:	<u>100 points</u>

Points awarded for Specific Goals

Provisions of the Preferential Procurement Policy Framework Act (PPPFA) of 2022 and its regulations will apply in terms of awarding points.

Bidders must submit documents as valid proof to substantiate points claimed for specific goals, that should include amongst others the Shareholder Certificate/CIPC Company Registration Documents, certified copies of ID for directors, Approved Annual Financial statements and/or any other documentation.

Failure to submit Preference points claim form and proof to substantiate points will result in the forfeiture of specific goal points. Failure to submit a correct and valid specific goals claim will result in the forfeiture of specific goal points. Only points for price will be allocated.

Special note: Bidders must please ensure that B-BBEE affidavits indicate the title of the deponent i.e. director or member or owner (please circle/underline the relevant title applicable to you); and the full financial year must be stated i.e. date, month and year (not only the calendar year). Failure to adhere to these requirements will render the affidavit invalid and points for specific goals will not be allocated.

In terms of Regulation 3 (1) an organ of state must, in the tender documents, stipulate goals in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

Small business development	5
EME (Turnover less than R10 million)	5
QSE (Turnover higher than R10 million less than R50million)	3
Ownership	5
100% black owned	5
At least 51% black owned	4
Specific goal	10
Women ownership	4
100% women owned	4
At least 51% women owned	3
Less than 51% women owned	2
Youth ownership	4
100% youth owned	4
At least 51% youth owned	3
Less than 51% youth owned	2
Disabled ownership	2
Any disabled ownership	2

To determine whether the proposal meets the criteria of an acceptable tender, the CBE reserves the right to apply the following selection criteria, based on current case law, in determining the final outcome of the award irrespective of which bidder scores the highest final points:

- (1) the rotation of contracts amongst suppliers; following two (2) awards by the CBE to the same supplier within a period of 12 months
- (2) the receipt of an abnormally low or high price i.e. more than 10% below the estimated price or more than 5% above the estimated price

- (1) A recommendation for award will then be formulated for approval by the relevant delegated authority.

14. IMPORTANT CONDITIONS

- Protection of Personal Information - All bidders agree that personal information of persons related to or linked with bidders or respondents to this request/Bid for quotations/request for proposals or tender document is/may be required to fulfil the requirements for

submitting a bid. All bidders agree that the CBE may collect, keep and process such information provided that the aforesaid uses shall be for purposes of evaluating the bid submitted. Where the information is sought to be used for other purposes, further and specific consent shall be obtained.

- Bidders shall note that any personal information that they may disclose to or share with the CBE pursuant to this request/Bid may be processed by the CBE in terms of the Protection of Personal Information Act, No.4 of 2013 and Regulations promulgated thereunder (“POPI Act”). By disclosing or sharing any personal information, the bidder is unconditionally consenting to the processing thereof by the CBE, its stakeholders or partners of such personal information for purposes related to this request/Bid. Further, the bidder declares all consents required by the POPI Act or any other law applicable in respect of all personal information disclosed has been duly and legally obtained. Thus, the bidder hereby indemnifies the CBE 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 disclosed to the CBE pursuant hereto.
- Bidders are required to submit a detailed breakdown of their pricing using the Price Schedule provided under number 9.
- The price quoted must be inclusive of VAT (if applicable) and prices must be firm.
- All Supply Chain Management compliant (required) documents must be completed in full and submitted. These include SBD 1, 4 and 6.1.
- Bidders must submit the company registration documents (CIPC), share certificate and ID documents of all Directors.
- Any award made to a Bidder under this proposal is conditional upon the Bidder accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the CBE is prepared to enter into a contract with the successful Bidder.
- The General Conditions of Contract (GCC) are to be acknowledged and returned with your bid.
- All parties forming a joint venture or consortium for the purpose of this assignment must submit a separate CSD report for each party and all SBD forms and GCC must be completed by each party to the joint venture or consortium and submitted accordingly.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements (where applicable). The CBE will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium 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 consortium arrangement.
- The CBE reserves the right to disregard a bidders' proposal should it be found that work was previously undertaken for the entity to which poor performance was noted during the execution of such contract that subsequently led to the cancellation of said contract in the last five years. Documentary evidence of poor performance without a cancellation of the contract may also result in the disqualification of the bidders' proposal.
- Any communication between the closing date and the award of the proposal by Bidders is discouraged.
- Whilst all due care has been taken in connection with the preparation of this proposal, the CBE makes no representations or warranties that the content of the proposal or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The CBE and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- If a Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this proposal or any other information provided by the CBE (other than minor clerical matters), the Bidder(s) must promptly notify the CBE in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the CBE an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error or inconsistency in the proposal or any other information provided by the CBE will, if possible, be corrected and provided to all Bidders without attribution to the Bidder(s) who provided the written notice.
- Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such proposals.
- The CBE supports the spirit of broad based black economic empowerment and recognises 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 CBE condemns any form of fronting.

- The CBE, in ensuring that Bidders conduct themselves in an honest manner may, as part of the evaluation process, 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 proposal / 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 CBE may have against the Bidder / contractor concerned.
- 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. In the event that the CBE allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and the CBE will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.
- If a Bidder breaches the conditions of this proposal and, as a result of that breach, the CBE 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 the CBE harmless from any and all such costs which the CBE may incur and for any damages or losses the CBE may suffer.
- **Proposals must be emailed to sthembile@cbe.org.za**
- **Bidders must please note that the CBE server can receive files to a maximum size limit of 150mb (inclusive of message content and attachment). Should files exceed this size limit, bidders may either send their files in separate emails or alternatively compress the files and submit.**
- It is the responsibility of prospective bidders to ensure that their proposal documents are submitted before the closing date and time of the proposal.
- Proposals received after the closing time and date will not be considered for evaluation.
- The CBE reserves the right not to award this contract.
- The award of this RFQ may be subjected to price negotiation with the preferred bidders.

- The CBE will enter into a formal contract with the successful bidder.
- Any change of information provided in the bid document that may affect service delivery by the successful bidder must be brought to CBE's attention as soon as possible. Failure to comply may result in the contract being terminated.
- Should the bidder present information intentionally incorrectly/fraudulently their proposal will be disqualified.
- It must be noted that payment will be made upon satisfactory delivery of the service and receipt of an invoice.
- The invoice will be paid within 30 days of receipt thereof. No deposit, advance, and lump-sum payments will be made. A shorter payment period may be agreed upon by the CBE and the successful supplier and a supplier development agreement will be signed in this regard. To be considered for the shorter payment period the service provider must meet the following requirements:
 - ✓ Be at least 51% black-owned.
 - ✓ Be an Exempt Micro Enterprise (EME) (Turnover under R10 million) or a Qualifying Small Enterprise (QSE) (Turnover less than R50 million), subject to the specific Sector Code.
- The closing date for submission of proposals is **24 October 2024 at 11:00am**.
- Proposals will be valid for a period of **30 days** after the closing date of the proposal.

**** Special Note: The CBE reserves the right not to award two contracts that are in direct conflict with each other to the same service provider.**

15. ENQUIRIES

All queries must be directed to the relevant officials as follows:

Supply Chain Management:

Procurement Officer

Ms Sthembile Madonsela

Email: sthemobile@cbe.org.za

Communications, Stakeholder Relations and Marketing:

Communications Associate

Ms Sinah Ndala

Email: sinah@cbe.org.za

