



BID DOCUMENT

INVITATION TO TENDER FOR SERVICES

INFORMATION TECHNOLOGY SUPPORT SERVICES

TENDER NO: 0108211-01

01 August 2011

ISSUED BY:

The Council for the Built Environment

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T1: TENDERING PROCEDURES**T1.1 Notice and Invitation to Tender**

- T1.1.1 The words “**tender**” and “**bid**” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “tenderer” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*.
- T1.1.2 The Council for the Built Environment invites tenders for the provision of **SERVICES** as further fully described in C3 Scope of Services hereof.
- T1.1.3 Queries relating to these documents may be addressed to the Employer’s authorised and designated representative:

Mr Freddy Peta – Technical Queries (freedy@cbe.org.za)

Mr Apollo Mogotsi – Supply Chain Management Queries (apollo@cbe.org.za)

Tel no: 012 346 3985

Fax: 012 346 3986

Physical address: 121 Muckleneuk Street
Nieuw Muckleneuk, 0002
Pretoria

Postal address: P.O. Box 915
Groenkloof
0027

NB: No posted tenders will be accepted

- T1.1.4 The closing time for receipt of tenders is **16:00** on **16 September 2011**. Telephonic, facsimile, electronic and late tenders will not be accepted.
- T1.1.5 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

- T1.2.1 Standard Conditions of Tender
The conditions of tender are the **Standard Conditions of Tender** attached hereto as appendix A.

Clause number	Description
	<p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender</p> <p>Each item of data given below is cross-referenced to the clauses marked “F” in the Standard Conditions of Tender to which it mainly applies (appendix A).</p> <p>By entering a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds him/herself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
F.1.1	The Employer is the Council for the Built Environment.

F.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his/her tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u></p> <p>T1: Tendering Procedures</p> <p style="padding-left: 20px;">T1.1 Notice and Invitation to Tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>T2: Returnable Documents</p> <p style="padding-left: 20px;">T2.1 List of Returnable Documents</p> <p style="padding-left: 20px;">T2.2 Returnable Schedules</p> <p><u>The Contract</u></p> <p>C1: Agreement and Contract Data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Contract Data</p> <p>C2: Pricing Data</p> <p style="padding-left: 20px;">C2.1 Pricing Instructions</p> <p style="padding-left: 20px;">C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p style="padding-left: 20px;">C3 Scope of Services</p> <p>Appendices A and B</p>
F.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the project manager as noted in T1.1.3 Notice and Invitation to Tender.</p>

F.2.1

Tenders will only be considered for acceptance if (i.e. will only be regarded as responsive if):

1. The tendering Service Provider has demonstrated, via the inclusion of appropriate documentation and/or verbal representation at an interview which may be arranged, that it has a proper understanding of the assignment, offers to allocate a suitable and competent workforce to the project, can indicate experience in the type and nature of the work described in section C3 hereof and have provided reference for verification purposes.
2. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;
- 3(a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform a risk assessment as described in 6(b) hereafter and referred to in T2.1 – sub paragraph 5;
- 3(b) Tender offers are judged by an evaluation panel to represent an acceptable risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

Description of risk criteria and sub criteria

(Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the Evaluation Panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The aforementioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

A Allocation of **suitably qualified and appropriately experienced human resources**, both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.

[An opinion will be formed by each of the members of an Evaluation Panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the Evaluation Panel will discuss their respective risk perceptions in order to reach consensus, failing which the matter of risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and removed from further consideration.]**

B The tendering Service Provider's **experience and performance on comparable projects** during the past 2 to 5 years. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value, or other project quantifying parameters), nature of projects, complexity of project, projects for similar client department irrespective of end purpose and stage of its/their development.

[An opinion will be formed by each of the members of an Evaluation Panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the Evaluation Panel will discuss their respective risk perceptions in order to reach consensus, failing which the matter of risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and removed from further consideration.]**

(Note: Any tender not complying with all three of the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.)

F.2.2	A compulsory tender briefing session will be 26 August 2011.
F.2.3	Each tender offer communicated on paper shall be submitted as an original.
F.2.4	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
F.2.5	<p>The Employer's addresses for delivery of tender offers are:</p> <p style="text-align: center;">Physical address: 121 Muckleneuk Street Nieuw Muckleneuk, 0002 Pretoria</p> <p>In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer's name, contact address and telephone number</p> <p>and on the top left corner on the back of the envelope: "Tender name and number " (and fill in the tender number as on the front page hereof)</p>
F.2.6	A one-envelope procedure is required. (one envelope for proposal and price)
F.2.7	The closing time for submission of tenders is as indicated in T1.1.4 Notice and Invitation to Tender.
F.2.8	The tender validity period is two months.
F.2.9	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
F.2.10	The tenderer is required to submit with his/her tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
F.3.4	<p>The time and location for opening tender offers are:</p> <p>Time: tenders will be opened immediately after the closing time. Location: Reception area at the CBE Offices</p>
F.3.11.1	All tenders without the required documents will be disqualified.
F.3.11.2	<p>Scoring financial offers:</p> <p>The formula as set out in the Preferential Procurement Policy Framework Act No. 5 of 2000.</p>

F.3.11. 2 (continued)	<p>Scoring:</p> <p>Phase One (Functionality)</p> <table border="1" data-bbox="360 235 1446 390"> <thead> <tr> <th>Description</th> <th>Waiting</th> </tr> </thead> <tbody> <tr> <td>Process/Quality of the proposal</td> <td>50</td> </tr> <tr> <td>Project Management</td> <td>25</td> </tr> <tr> <td>Team</td> <td>25</td> </tr> <tr> <td>Total points</td> <td>100</td> </tr> </tbody> </table> <p><i>In order for the supplier to be evaluated for price and HDI, 50 should be accumulated for functionality.</i></p> <p>Phase Two (HDI)</p> <p>The preference point scoring system will be broken down as follows:</p> <table border="1" data-bbox="360 562 1446 808"> <thead> <tr> <th>Preference</th> <th>Points</th> <th></th> </tr> </thead> <tbody> <tr> <td>Historically Disadvantaged Individuals (HDI)</td> <td></td> <td>10</td> </tr> <tr> <td>(a) persons who had no franchise in national elections before the 1983 and 1993 Constitutions</td> <td>5</td> <td></td> </tr> <tr> <td>(b) who is female</td> <td>3</td> <td></td> </tr> <tr> <td>(c) persons with disability</td> <td>2</td> <td></td> </tr> <tr> <td>Point for Price</td> <td></td> <td>90</td> </tr> <tr> <td>Total Points (HDI + Price)</td> <td></td> <td>100</td> </tr> </tbody> </table> <p>Notes: 1 Tenderers claiming disability points must submit a Medical Certificate for the Confirmation of Permanent Disabled Status (PA-14). 2 Tenderers claiming preference points must complete, sign and submit the Preference Points Claim Form and Affidavit (PA-16.1 (EC)). 3 The requirements in respect of the application of either the 80/20 or 90/10 preference point scoring system, as reflected in clause F3.11.2 above, will apply and the points reflected above for preferences will be adjusted accordingly on a <i>pro rata</i> basis if required. 4 Preference points for tenders in consortium or joint venture will be calculated <i>mutatis mutandis</i> on a <i>pro rata</i> basis according to the participation parameter declared in item 4.3 of form PA-16.1 (EC).</p>	Description	Waiting	Process/Quality of the proposal	50	Project Management	25	Team	25	Total points	100	Preference	Points		Historically Disadvantaged Individuals (HDI)		10	(a) persons who had no franchise in national elections before the 1983 and 1993 Constitutions	5		(b) who is female	3		(c) persons with disability	2		Point for Price		90	Total Points (HDI + Price)		100
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F.3.11. 2 (continued)	<p>Calculate total tender evaluation points:</p> <p>The point calculated for functionality will be added to the point scored for preference for each individual tender and for price.</p>																															
F.3.11. 3	<p>Quality (functionality) is not scored as part of the total tender evaluation points. 50 points will allow the tenderer to go for evaluation for price and HDI</p>																															
F.3.18	<p>The number of paper copies of the signed contract to be provided by the supplier is <u>one original and two copies</u>.</p>																															

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, duly initialled on each page, all returnable documents, which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 List of Returnable Documents (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. Certified copies of qualification and/or registration certificates, of all the principals and personnel allocated to the project as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons.
2. An original, valid Tax Clearance Certificate, not older than twelve months. (Copies will not be accepted. Failure to submit an original will result in the disqualification of the tender.)
3. Information relating to the legal status of the tendering Service Provider as per the table on page 4 of form PA-16.1(EC) (form PA-16.1 (EC) is bound in hereafter).
4. An exposition of how the tendering Service provider: (a) understands the requirements of the work, (b) envisages the execution of the work required as listed in the Scope of Services/Terms of Reference described in C3 of this tender document and (c) how the listed Key Persons will be assigned to the work in execution thereof. The exposition must be in sufficient detail and contain all the information necessary for the evaluation panel to be able to evaluate the risk set out in T1.2 Tender Data, clause F.2.1.

T2.2 Returnable Schedules (all bound into this tender document – to be completed by tenderer) All documents must be duly completed and signed where applicable.

1. Form of Offer and Acceptance (C1.1).
2. Data provided by the Service Provider (C1.2.3).
3. A Declaration of Interest and Tenderer's Past Supply Chain Management Practices, PA-11.1 (EC) (form PA-11.1 (EC) is bound in hereafter).
4. A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
5. Preference points claim form and affidavit, PA-16.1(EC) (form PA-16.1 (EC) is bound in hereafter). (Failure to complete this form will be interpreted to mean that preference points are not claimed by the tendering Service Provider.)
6. Activity Schedule (C2.2.2).

PA-11.1 (EC): DECLARATION OF INTEREST AND TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	Information Technology Support Services		
Tender no:	01082011-01	Reference no:	01082011-01

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. NAME OF ENTERPRISE

--

2. VAT REGISTRATION NUMBER

--

3. CIDB REGISTRATION NUMBER

--

4. PARTICULARS OF SOLE PROPRIETORS AND PARTNERS IN PARTNERSHIPS

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

5. PARTICULARS OF COMPANIES AND CLOSE CORPORATIONS

Company registration number	
Close corporation number	
Tax reference number	

6. RECORD IN THE SERVICE OF THE STATE

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership, or director, member, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months:

- A member of any municipal council
- A member of any provincial legislature
- A member of the National Assembly or the National Council of Provinces
- A member of the board of directors of any municipal entity
- An official of any municipality or municipal entity
- An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of State	Position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* insert separate page if necessary

7. RECORD OF SPOUSES, CHILDREN AND PARENTS IN THE SERVICE OF THE STATE

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership, or director, member, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months:

- A member of any municipal council
- A member of any provincial legislature
- A member of the National Assembly or the National Council of Provinces
- A member of the board of directors of any municipal entity
- An official of any municipality or municipal entity
- An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- A member of an accounting authority of any national or provincial public entity
- An employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of spouse, child or parent	Name of institution, public office, board or organ of State	Position held	Status of service (tick appropriate column)	
			Current	Within last 12 months

* insert separate page if necessary

8. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

8.1	Is the tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.1.1	If so, furnish particulars:		
8.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.2.1	If so, furnish particulars:		
8.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.3.1	If so, furnish particulars:		
8.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
8.4.1	If so, furnish particulars:		

9. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer	Signature	Date	Position

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- 1 The Enterprise submits a Tender to the Department of Public Works in respect of the following project:

(project description as per Tender Document)

Tender Number: _____ (Tender Number as per Tender Document)

- 2 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			

Note:

1. * Delete which is not applicable.
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
3. Should the number of Directors / Members / Partners exceed the space available above, additional names capacity and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

1. The Enterprise submit a Tender, in consortium/joint venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the consortium/joint venture)

to the Department of Public Works in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

- 1 *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ *(Position in the Enterprise)*

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise choose as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- * Delete which is not applicable.
- NB.** This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise.
- Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

A. The above-mentioned Enterprises submit a tender in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Tender Document)

Tender Number: _____ *(Tender Number as per Tender Document)*

B. Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Note:

- 1 * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium / Joint Venture submitting this tender.
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium / Joint Venture must be attached to the Special Resolution.

PA-16.1 (EC): PREFERENCE POINTS CLAIM FORM AND AFFIDAVIT

PREFERENCE CLAIM FORM AND AFFIDAVIT IN RESPECT OF PREFERENCE POINTS CLAIMED FOR HDI OWNERSHIP AND OTHER SPECIFIC GOALS IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT 5 OF 2000) AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001 (Hereinafter referred to as the “Act” and the “Regulations” respectively)

- NB:** 1. This form is to be read with the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2001, Notice & Invitation to Tender and the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form will be interpreted to mean that preference points are not claimed by the Tenderer.**

Project description:	Information Technology Support Services
Tender no:	211109-01

1. PARTICULARS OF TENDERER:

Name of Tendering Entity (the Tenderer):
(must correspond with the Form of Offer and Acceptance in Section C1.1)

Physical Address:	Postal Address:
--	--

Company/CC Registration No:	Tenderer's Income Tax Reference No:
Company VAT Registration No:	

Name of the duly authorized Representative of the Tenderer:
(must correspond with the Resolution PA-15.1, PA-15.2 and/or PA-15.3)

Telephone:	Facsimile:
----------------------------	----------------------------

2. CLAIM FOR PREFERENCE POINTS BASED ON THE EQUITY OWNERSHIP BY HDI IN TERMS OF THE DOCUMENTATION REFERRED TO ABOVE:

Ownership	Percentage owned
Equity ownership by persons who had no franchise in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa 1993 (Act 200 of 1993) (“the Interim Constitution”)%
Equity Ownership by persons who are female%
Equity Ownership by persons who are disabled*%

**If points are claimed for disabled persons, indicate nature of impairment by completing the Medical Certificate for the Confirmation of Permanent Disabled Status (PA-14).*

3. LIST ALL PARTNERS, PROPRIETORS AND SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP, HDI-STATUS AND OWNERSHIP, AS RELEVANT:

# Name	Identity/Registration Number	## Citizenship	### HDI-Status			Date of ownership	Percentage owned	Percentage voting
			Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualified as HDI by being female	Qualified as HDI by being disabled			
1.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
2.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
9.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
10.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
11.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
12.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
13.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
14.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
15.			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			

where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number

state date of South African citizenship obtained

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) & the Preferential Procurement Regulations, 2001)

If Tenderer intends claiming Direct Preference points based on equity stated in table above, the following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation will be interpreted to mean that preference points are not claimed by the Tenderer.

Legal Status of Tendering Entity:		Documentation to be submitted with tender:
If Tendering Entity is:		
a	A Close Corporation, incorporated under the Close Corporation Act, 1984, Act 69 of 1984.	Certified copies of the Founding Statement – CK1.
b	A private Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 53(b)].	Certified copies of: (i) Certificate of Incorporation – CM1, and (ii) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
c	A private Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973, in which any, or all, shares are held by another Close Corporation or Company with, or without, share capital.	Certified copies of documents referred to in a and/or b above in respect of all such Close Corporation(s) and/or Company(ies).
d	A public Company having share capital, incorporated under the Companies Act, 1973, Act 61 of 1973 [including Companies incorporated under Art 21].	A signed statement of the Company's Secretary confirming that the Company is a <u>public</u> Company.
e	A natural person or a Partnership.	Certified copy of the Identity Document of: (i) such natural person, or (ii) each of the Partners to the Partnership.

4. OTHER RELEVANT INFORMATION TO BE PROVIDED:

4.1 Complete the following information for each Partner, Proprietor, Shareholder, Director, Member and Officer of the Tenderer (viz. Chairperson, Secretary, Director, etc.)

No	Title	Name	Identity Number	### HDI Status			Percentage of time devoted to the Tendering Entity
				Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualified as HDI by being female	Qualified as HDI by being disabled	
1.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
13.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15.				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) & the Preferential Procurement Regulations, 2001)

4.2 Identify by name, HDI-status and length of service, those individuals (including Owners and non-Owners) responsible for the day-to-day management and business decisions:

	Name	### HDI-status			Length of service (years)
		Qualify as HDI by virtue of not having had any franchise in elections prior to 1983 or 1994	Qualified as HDI by being female	Qualified as HDI by being disabled	
FINANCIAL DECISIONS		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Cheque signing Signing & Co-signing for loans		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Acquisition of lines of credit		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Sureties		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Major purchase or acquisitions		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Signing contracts		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
MANAGEMENT DECISIONS		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimating		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Market and sales operations		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Hiring and firing of management personnel		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Supervision of office personnel		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Supervision of Field / Production activities		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

state "Yes" or "No" (refer to definitions contained in the PPPF Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulations, 2001)

4.3 If this tender offer is submitted by a Consortium or Joint Venture, provide the following information regarding the Participation Parameter of each of the Tendering entities relative to the project tendering for:

Name of Consortium / Joint Venture Partner	Participation Parameter expressed as a percentage
1.%
2.%
3.%
4.%
5.%

NB: If submitting a tender offer in Consortium or Joint Venture, a copy of the proposed Consortium or Joint Venture Agreement must be submitted together with the Offer for scrutiny purposes during the Evaluation stage. All other requirements for deliverable documents pertaining to Consortium / Joint Ventures, as described in the Tender Data, must, in addition hereto, be adhered to. Information required in Sections 3, 4.1, 4.2 and 4.4 of this form must be provided separately in respect of each Consortium or Joint Venture Partner.

4.4 List the following personnel or external service providers who provide the following services:

Service	Name	Contact Person	Telephone
Accounting			
Legal			
Auditing			
Banking			
Insurance			

5 DECLARATION: TO BE SIGNED IN THE PRESENCE OF A COMMISSIONER OF OATHS

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the Tenderer, hereby confirms and declares under oath that:

- 5.1 the information and particulars contained in this Affidavit are true and correct in all respects;
- 5.2 the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2001, and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 5.3 the Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 5.4 the Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5.5 any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;
- 5.6 the Tenderer understands that, once the tender herein has been awarded and it is later detected by the Employer that a preference relating to Ownership in terms of the Act and Regulations, and claimed in 2.A above, has been intentionally misrepresented or fraudulently claimed, the Employer will have recourse against such party as stipulated in Regulation 15 of the Preferential Procurement Regulations, 2001 and/or to impose a penalty amount equal to Y%, of the Offered Total of Prices (inclusive of Value Added Tax), tendered in the Form of Offer and Acceptance (section C1.1), calculated separately for each Ownership category misrepresented or fraudulently claimed; where Y is the maximum number of points allocated for each individual Ownership description provided in the Notice and Invitation to Tender (PA-04 EC), to a combined maximum of 10%. Furthermore: failure to achieve the tendered Contract Participation Goal will be penalized by a penalty amount as described in the Tender and Contract Conditions Pertaining to Contract Participation Goal (Participation of Targeted Enterprises) (PA-16.2 EC).

Signed by the Tenderer

Name of representative	Signature	Date

Signed and sworn to before me at on this, the day of 20....., by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to the taking of the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Signed: Commissioner of Oaths:

Official Stamp:

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

SERVICES

on the Project

Information Technology Support Services

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for Services, inclusive of value added tax, is

R (in figures)

.....

..... **Rand** (in words)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or close corporation:
and: whose registration number is:
and: whose income tax reference number is:

OR

Natural person or partnership:
whose identity number(s) is/are:
whose income tax reference number is/are:

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

The tenderer elects as its *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other contact details of the Tenderer are:

Telephone no: Cellular phone no:
 Fax no:
 Postal address:
 Banker: Branch:

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the Contract that is the subject of this agreement.

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the Contract between the Parties arising from this agreement.

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Conditions of Contract** published by the National Treasury and can be downloaded from the National Treasury Website.

C1.2.2 Data provided by the Employer

Clause									
	<p>The General Conditions of Contract in the Standard Professional Services Contract (August 2005) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies (appendix B).</p>								
1	The Employer is the Council for the Built Environment								
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.								
1	<p>The Project is:</p> <p>Information Technology Support Services</p>								
3.4 and 4.3.2	<p>The authorised and designated representative of the Employer:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Supply Chain Management</td> <td style="width: 50%;">Technical</td> </tr> <tr> <td>Mr. Apollo Mogotsi</td> <td>Freddy Peta</td> </tr> <tr> <td>SCM Practitioner</td> <td>Manager: Finance and IT</td> </tr> <tr> <td>Email: apollo@cbe.org.za</td> <td>freddy@cbe.org.za</td> </tr> </table>	Supply Chain Management	Technical	Mr. Apollo Mogotsi	Freddy Peta	SCM Practitioner	Manager: Finance and IT	Email: apollo@cbe.org.za	freddy@cbe.org.za
Supply Chain Management	Technical								
Mr. Apollo Mogotsi	Freddy Peta								
SCM Practitioner	Manager: Finance and IT								
Email: apollo@cbe.org.za	freddy@cbe.org.za								
3.4.1	Only queries can be via email not the tender submission								
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in item C3.2 herein. No portion of the work may be performed by a person employed by the State.								
3.11.1	Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.14 hereof.								
3.14	<p>Programme:</p> <p>A Project Execution Plan (PEP) for the performance of each assignment shall be prepared and submitted by the Service Provider as described in C3 Scope of Services, C3.2.6. The PEP will <i>inter alia</i> contain the programme for the performance of the Services.</p> <p>Unless agreed otherwise, the PEP, which includes the programme shall be submitted within two (2) working days following the briefing.</p>								
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1. Travelling for which payment will be claimed, as defined in C2.1.5; 2. Deviate from the PEP for each assignment; 3. Deviate from or change the Scope of Services; 4. Change Key Personnel on the Service. 								

8.1	The Service Provider is to commence the performance of each assignment immediately after the approval of the PEP as specified in clause 3.14.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 hereof.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 10 years from the date of termination or completion of the Contract.
13.5	The amount of compensation is unlimited.
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause		
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies (appendix B).	
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.	
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.	
5.4.1	<p data-bbox="375 541 1159 571"><u>Indemnification of the Employer in respect of firms with limited liability</u></p> <p data-bbox="375 600 1453 684">Notwithstanding the indemnification required below, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge his obligations in terms of this agreement.</p>	
7.1.2	<p data-bbox="375 709 1453 877">As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principals of the Service Provider as well as other professionals employed to render professional services, for whom certified copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p data-bbox="375 907 1187 936">The Key Persons and their jobs / functions in relation to the Services are:</p>	
	Name	Specific duties
7.2	A Personnel Schedule is not required.	

C2: PRICING DATA**C2.1 Pricing Instructions****C2.1.1 Basis of remuneration, method of tendering and estimated fees**

C2.1.1.1 Fees for the Service will be paid on a lump sum basis per deliverable outlined in C3.

C2.1.1.2 Tenderers are to tender:
The different lump sum rates for the different deliverables in C2.2.2 Activity Schedule. A deliverable not expressly priced will be deemed to be priced at zero rand.

C2.1.2 Remuneration for Services

C2.1.2.1 Fees for the Service shall be per completed deliverable on the rates tendered.

C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges will be deemed to be included in the lump sum rate tendered per deliverable and will therefore not be paid separately .

C2.1.2.4 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be deemed to be included in the lump sum rate tendered per deliverable and will therefore not be paid separately .

C2.1.3 Fees for Additional Services

In the event of amendments to the brief or Services required herein, remuneration for additional Services will be negotiated on the basis of the rates tendered for deliverables but if such will be inappropriate or negotiations fail to reach agreement, such additional work will be remunerated on hourly rates to be agreed upon including disbursements.

C2.1.4 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum owed by the Service Provider to the Employer in respect of this or any other project.

C2.1.6 Accounts

C2.1.6.1 All fee accounts shall be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.6.2 Time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account if applicable for additional Services.

C2.1.6.3 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the Employer timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

C2.1.6.4 Accounts for Services rendered may be submitted on the successful completion of a deliverable. Interim accounts will not be considered. Payment of accounts rendered will be subject to the checking thereof by the Employer. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.2 Activity Schedule**C2.2.1 Activities**

C2.2.1.1 The services as defined in the C3 Scope of Services are required. The activity schedule below reflects the deliverables. Rates for the different deliverables, as tabled below, shall form the basis of remunerating the Service Provider.

C2.2.2 Activity Schedule

ACTIVITY SCHEDULE

Tenderer's Rates		
-------------------------	--	--

Deliverable – as per C3.2.1 to C3.2.5	Unit	Financial Offer by Tenderer for Time Based Fees
Detailed project plan	Lump sum	= R (1)
Preliminary literature review report	Lump sum	= R (2)
Draft report inclusive of literature review, basic data analysis and executive summary	Lump sum	= R (3)
Power Point presentation for presentation to stakeholder workshop	Lump sum	= R (4)
Final report, reviewed by professional editor.	Lump sum	= R (5)
Total Fees (1+2+3+4+5)		R (6)
Add VAT @ 14%		R (7)
<u>TOTAL FINANCIAL OFFER FOR TIME BASED FEES</u> (7+8)		R (8)

NOTE: 1. Total Financial Offer for Time Based Fees, (8) above, **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to forward this to the Form of Offer and Acceptance **will render the tender non-responsive**.

C3 SCOPE OF SERVICES

Please download the Terms of Reference also on the website

C4 Software application for programming

The Service Provider must avail him/herself of software to be used for compatibility with the Employers software before undertaking the work utilising the software. The Service Provider shall at its costs convert data files to a format compatible with the Employers software if it chooses to utilise software different from that used by the Employer. No additional compensation will be considered for this activity.

C5 Use of reasonable skill and care

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document.

Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his responsibility for the proper and prompt execution of his duties.

C6 BRIEFING SESSION

Compulsory Briefing Session 26 August 2011 at the CBE offices at 10H00.