

**APPOINTMENT OF A SERVICE PROVIDER TO
SUPPLY, DELIVER, INSTALL, MAINTAIN AND
SUPPORT LICENSES FOR ADOBE CREATIVE
CLOUD & ADOBE ACROBAT PROFESSIONAL
FOR A PERIOD OF 36 MONTHS (3 YEARS)**

1. Background to the CBE

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(c) 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 leads, regulates, coordinates, and advises 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 health, safety and environmental protection standards 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.

The CBE's key priorities focuses on the following strategic areas:

- Capable and developmental Built Environmental Professional bodies
- Built Environment Education and Career Advancement
- Research, policy, advocacy and transformation
- Protect and Promote Public interest

2. Background to the Assignment

The organisation requires licensed Adobe software with premium features in order to produce communication material for the CBE to communicate its core business to all relevant stakeholders.

These include event-specific header/poster/banners/countdown/advert designs for use across all communication platforms i.e. mainstream media, website, social media, print media, and audio-visual.

To enable users to edit and organise PDFs, convert documents to and from PDF. Also to effectively fill in forms, sign documents and request e-signatures whilst also password-protecting files.

The current Adobe Software Licenses will expire on 8 July 2025 and the appointed service provider will be expected to supply, deliver and install the new software licenses immediately following this date.

3. Objective of the assignment

The CBE intends to appoint a service provider to supply, deliver, install, maintain and support Adobe Creative Cloud and Adobe Acrobat Professional software licenses for a period of 36 Months (3 years).

SOFTWARE REQUIREMENTS

| Products | Software functionalities |
|--|---|
| 1. Adobe Creative Cloud – Five (5) User Licence valid for three (3) years | <ol style="list-style-type: none"> 1) State-of-the-art digital illustration tool 2) Industry-standard vector graphics software 3) Scale artworks to any size – from mobile screens to outdoor billboards – while maintaining quality. 4) Easy-to-use templates and intuitive tools 5) Professional tools for basic photo enhancements to total image transformation 6) Draw, paint, and design with thousands of pens, pencils, markers, and brushes 7) Premiere page layout and design solution 8) Applicable for print, digital, and web media projects 9) Professional layout and typesetting tools |
| 2. Adobe Acrobat Professional – Sixty-Five (65) User Licence valid for three (3) years | <ol style="list-style-type: none"> 1. Available on desktop, web and mobile 2. View, print, share and comment 3. Edit text and images, export, secure and organise documents 4. Collect legally binding e-signatures and track responses 5. Integrate with enterprise applications, including Microsoft 365 and SharePoint 6. Convert PDFs and export to Word, Excel, and PowerPoint |

4. Scope of work and project deliverables

| Scope of Work | Deliverables |
|--|--|
| 1. Supply, delivery, installation, maintenance and support of 5 Creative | 1) Proposal Document with detailed costing for: |

| Scope of Work | Deliverables |
|--|--|
| <p>Cloud Software Licences as per the requirements</p> <ol style="list-style-type: none"> a. New Software License b. Installation and Configuration c. Maintenance and support for the duration of the contract | <ul style="list-style-type: none"> ✓ Software with the functionalities as outlined in the objectives of the assignment section of this ToR ✓ Installation of the software on the CBE user's device. ✓ Maintenance and support service for the duration of the contract <ol style="list-style-type: none"> 2) Software License Installation and Configuration 3) License Confirmation and Support Information from Software OEM 4) Costing will be fixed for the three year period. |
| <ol style="list-style-type: none"> 2. Supply, delivery, installation, maintenance and support of 65 Acrobat Professional Software Licences as per the requirements <ol style="list-style-type: none"> a. New Software License b. Installation and Configuration c. Maintenance and support for the duration of the license | <ol style="list-style-type: none"> 1. Proposal Document with detailed costing for: <ul style="list-style-type: none"> ✓ Software with the functionalities as outlined in the objectives of the assignment section of this ToR ✓ Installation of the software on the CBE user's device ✓ Maintenance and support service for the duration of the contract 2. Software License Installation and Configuration 3. License Confirmation (a valid Adobe Reseller certificate) and Support Information from Software OEM 4. Costing will be fixed for the three year period. |

5. Pricing

- 5.1 The bidder will be required to provide a quotation based on a 3 year Adobe Software License package. Pricing must include costs for maintenance and support. Please clearly indicate the monthly cost for maintenance and support.

- 5.2 Pricing for this contract shall remain firm and not be subject to a price escalation in year 2 and year 3.

6. Project timeframes

- 6.1 The current Adobe Software Licenses will expire on 8 July 2025 and the appointed service provider will be expected to supply, deliver and install the new software licenses immediately following this date.
- 6.2 The Maintenance and Support services for a period of three (3) years.

7. Evaluation Process:

The following evaluation process shall be followed:

7.1 Pre-qualification Criteria

Bidders must meet the following pre-qualification criteria. Failure to meet this requirement will result in the disqualification of your bid.

- 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 quotation will not be awarded to any bidder who is not registered on the CSD, or whose tax matters are not in order and/or is a restricted supplier.**
- **In line with the Preferential Procurement Regulations, 2022, this bid will only be targeted at the following categories of:**
 - **Historically Disadvantaged Individuals on the basis of gender, race and disability:**
 - 51% - 100% black owned businesses or
 - Any % of Women ownership or
 - Any % of Youth ownership or
 - Any % of Persons with Disabilities or
- Exempted Micro Enterprises (EMEs) with an annual turnover of less than R 10 million or

- Qualifying Small Enterprises (QSEs) with an annual turnover of more than R 10 million and less than R 50 million.
- Bidders must provide a valid Adobe Reseller certificate.

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

7.2 Evaluation Phases:

Phase 1: Technical Evaluation

The bidders' quotation will be evaluated to determine compliance to the scope of work indicated under paragraph 4 above. Failure to meet the required specifications 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 quotation will be posed. This will be evaluated based on a grading scheme of either consistent or not consistent with the quotation. Should more than 20% of the responses not be consistent to the bidder's quotation their quotation 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 **one** signed reference letter of similar work undertaken even if this method is not selected for due diligence). The reference letters must:
 - Be on the official letterhead of the issuing company

- Not be older than three (3) years
 - Bear the signature of an official authorized to do so
 - Contain valid contactable details
- 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 quotation 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:

80 points will be allocated for price and 20 points will be allocated for specific goals.

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 bid under consideration
- P_t = Rand value of bid under consideration
- P_{\min} = Rand value of lowest acceptable bid

The final points will be calculated as follows:

| | | |
|----------------------------|---|-------------------|
| Points for price | : | <u>80 points</u> |
| 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 regulation 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 Business Registration Documents, certified copies of ID for directors, B-BBEE certificates/affidavits, CSD report, 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.

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.

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), in addition to the requirements set out under the Broad Based Black Economic Empowerment Practice Guide 1 of 2022, Determining the validity of a Broad-based Black Economic Empowerment verification certificate, B-BBEE certificate and affidavit, paragraph 17. Failure to do so will invalidate the affidavit, resulting in points not being allocated.

| | |
|---|-----------|
| 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.

8. Important Conditions of Bid:

- 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.

- The price quoted for the **3 year package** must be fixed and inclusive of VAT (if applicable).
- 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 business registration documents e.g. CIPC, share certificate etc, including certified copies of ID documents of all Directors etc.
- 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 with Bidders shall be permitted in instances whereby the CBE requires clarity on information presented in the bid proposal, attending to administrative matters on the bid proposal, invitations to a due diligence process and informing bidders of non-compliant tax statuses
- 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 B-BBEE 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 shall, 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.
- Should the bidder fail to meet any of the administrative requirements stipulated on this Terms of Reference, the CBE reserves the right to request the bidder(s) to rectify and re-submit the relevant documents within a pre-determined timeframe. **Should the bidder fail to submit within the stipulated timeframe, their bid will be disqualified.**
- **Proposals must be emailed to renusha@cbe.org.za. Bidder(s) are required to submit their technical and pricing proposal as two separate files/attachments. 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. Files sent through other electronical applications must be valid for a period of 7 days after the closing date and permission to retrieve files should be granted, failing which will result in the disqualification of the bid.**
- It is the responsibility of prospective bidders to ensure that their bid documents are submitted before the closing date and time of the proposal.
- Bids received after the closing time and date will not be considered for evaluation.
- The award of this bid may be subject to price negotiation with the preferred bidders.
- The CBE reserves the right not to award this contract.
- 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 **3 December 2024 at 11:00am**.
- Proposals will be valid for a period of **90 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.**

Written enquiries:

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