

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SUBSCRIPTION AND SUPPORT SERVICES FOR AN ONLINE SEARCH OF CASE LAW, STATUTES AND JOURNALS FOR A PERIOD OF TWENTY-FOUR MONTHS



REQUEST FOR QUOTATIONS (RFQ)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SUBSCRIPTION AND SUPPORT SERVICES FOR AN ONLINE SEARCH OF CASE LAW, STATUTES, AND JOURNALS FOR A PERIOD OF 24 MONTHS.

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1. TERMS AND CONDITIONS

This Request for Quotation (RFQ) has been compiled by the CSOS and is made available to Bidders subject to the following terms and conditions, which Bidders are deemed to acknowledge and accept:

- 1.1. A Bid submitted in response to this RFQ will constitute a binding offer which will remain binding and irrevocable for a period of ninety (90) Days from the date of submission to the CSOS.
- 1.2. Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3. The CSOS reserves the right to amend, modify, withdraw or terminate this RFQ or any of the requirements set out herein at any time (and from time to time), without prior notice and without liability to compensate or reimburse any Bidder or person.
- 1.4. Should this RFQ be amended, the CSOS undertakes to publicize or send each Bidder in writing the amended RFQ. No oral amendments by the Bidder or the CSOS shall be considered.
- 1.5. It is compulsory for a Bidder submitting a bid to be registered on the National Treasury's Central Supplier Database ("the CSD") and ensure that it remains registered for the duration of the services and/or contract, if successful.
- 1.6. The Bidder needs to ensure that it is tax compliant at the time of submitting its Bid and remains tax compliant for the duration of the contract and/or services, if successful, and undertakes to provide supporting documentation issued by the South African Revenue Services ("SARS") confirming it is tax compliant upon request by the CSOS.
- 1.7. The CSOS reserves the right to conduct site inspections or call for supporting documentation in order to confirm any information provided by a Bidder in its response to this quotation.

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- 1.8. This RFQ is not intended to form the basis of a decision to enter into any transaction with the CSOS and does not constitute an offer or recommendation to enter into such transaction, or an intention to enter into any legal relationship with any person.
- 1.9. Neither the CSOS or any of its respective directors, officers, employees, agents, representatives or advisors will assume any responsibility for any costs or expenses incurred by any party in or associated with preparing or submitting a Bid in response to this RFQ.
- 1.10. No entity or associated entities may be involved, whether directly or indirectly, in more than one quotation in response to this RFQ. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in disqualification of both entities.
- 1.11. Any material changes in the control and/or composition of any Bidder or any core member of a Bidder after submission of a quotation must be brought to the attention of the CSOS Supply Chain Management (“SCM”) Section in writing. The CSOS shall be the sole arbiter as to what constitutes a material change in the control and/or composition of any Bidder and may in its sole discretion disqualify the Bidder from any further participation in the bid process.
- 1.12. Any requirement set out in this RFQ which stipulates the form and/or content of any aspect of a quotation is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed, may be waived by the CSOS in its sole discretion at any stage in the bid process.
- 1.13. The CSOS and its advisors shall rely on a quotation as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14. All quotations submitted to CSOS shall become the property of the CSOS and will not be returned to the Bidders. The CSOS will make all reasonable efforts to maintain the information contained in proposals confidentially.
- 1.15. A quotations submitted by the Bidder shall be considered non-responsive if it shows any omissions or irregularities of any kind. However, the CSOS reserves the right to waive any aspect of non-responsiveness and to make an award in the best interest of the

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organization, provided that any such waiver shall be applied consistently across all Bidders.

- 1.16. The CSOS reserves the right to accept or reject in part or whole any submitted quotation submitted.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFQ at a date and time to be determined by the CSOS. The CSOS shall provide adequate instructions and clarification regarding the purpose and scope of the presentation. All expenses shall be borne by the Bidder.
- 1.18. In this RFQ, the words “service provider”, “supplier” will be used interchangeably to refer to the Bidder.
- 1.19. All costs associated with the preparation and submission of the quotation remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20. All quotations must be formulated and submitted in accordance with the requirements of this RFQ.
- 1.21. Quotations received after the closing date and time as specified in this RFQ shall be rejected.
- 1.22. The CSOS is not obliged to appoint a bidder with the lowest price, if, based on its sole discretion and assessment, the said bidder does not exhibit or demonstrate adequate capacity or full comprehension of the scope of work to be undertaken.
- 1.23. In this regard, CSOS may appoint the second-ranked bidder provided that the reasons for such deviation are properly justified and accurately recorded.

2. INTRODUCTION

- 2.1. The Community Schemes Ombud Services (CSOS) is established in terms of Community Schemes Ombud Services Act 2011 (Act 9 of 2011), to regulate the conduct of parties within community schemes and to ensure good governance within community schemes. To deliver on its mandate, key amongst the priorities of the organisation is:

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- 2.1.1. Regulations of all community schemes.
- 2.1.2. Provision of Dispute Resolution Services.
- 2.1.3. Quality assurance and keeping custody of schemes governance documentation.
- 2.1.4. Providing access to schemes governance documentation to the members.
- 2.1.5. Ensuring good governance within community schemes.

3. PROJECT BACKGROUND

- 3.1. The CSOS is mandated to provide training to internal and external stakeholders as stipulated in Section 4 of the CSOS Act namely:
“(1) The Service must—
 - (a) develop and provide a dispute resolution service in terms of this Act;
 - (b) provide training for conciliators, adjudicators and other employees of the Service;
 - (c) regulate, monitor and control the quality of all sectional titles scheme governance documentation and such other scheme governance documentation as may be determined by the Minister by notice in the Gazette;”
- 3.2. In fulfilling its mandate, the CSOS provides alternative dispute resolution and provide quality assurance of scheme governance documents. Adjudication and quality assurance of scheme governance documents involves research of applicable statutes, case law and publications, including journals.
- 3.3. Lack of access of research impacts on the quality of adjudication orders and the quality assurance of scheme governance documents.

4. PURPOSE

- 4.1. The purpose of this request is to appoint a suitable service provider for subscription and support services regarding online search of statutes, case law and publications including journals for a period of twenty-four months.
- 4.2. The aim is to ensure that the dispute resolution and governance department have access to an online search that will:

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- 4.2.1 ensure that we improve the quality of guidance provided on received queries and complaints;
- 4.2.2 ensure that we improve the quality of legal research conducted for adjudications; and
- 4.2.3 ensure that we have access to recent jurisprudence for training interventions.

5. CSOS OVERVIEW

CURRENT OFFICES

- 5.1. **Head Office and Gauteng (GP) regional Office** located at 8 Bauhinia Street, Berkeley Office Park, Highveld Technopark, Centurion.
- 5.2. **Western Cape (WC) regional Office** located at 8th Floor Constitution House, 124 Adderley Street, Cape Town.
- 5.3. **Kwa-Zulu natal (KZN) regional office** located at 7th Floor Aquasky Towers, 275 Anton Lembede Street, Durban.
- 5.4. **Gqeberha satellite office** located on the 3rd Floor, Fairview Office Park, Regus Building, 66 Ring Road, Greenacres, Gqeberha.

6. SCOPE OF WORK

- 6.1. The CSOS requires a suitable service provider for subscription and support services regarding online search of statutes, case law, and publications including journals for a period of twenty-four months.
- 6.2. The service provider must provide the following online search services:
 - 6.2.1. Statutes
 - 6.2.2. Law Citator
 - 6.2.3. Gazettes
 - 6.2.4. Judgments Online
 - 6.2.5. All SA Law Reports
 - 6.2.6. (1828-Current)
 - 6.2.7. Prentice Hall
 - 6.2.8. Reports

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- 6.2.9. (1922-1995)
- 6.2.10. Appellate Division
- 6.2.11. Reports
- 6.2.12. (1910-1946)
- 6.2.13. Property Law Digest
- 6.2.14. Property Law Journals
- 6.2.15. Commentary on the POPI Act

- 6.3. The service provider should offer technical support for all queries.
- 6.4. The service provider must provide training on the usage of the subscription to ensure that we enjoy the maximum benefit offered.

7. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

| Documents required | Submitted Y/N |
|---|---------------|
| Valid B-BBEE certificate issued by an accredited SANAS verification agency /Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oath/B-BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC). | |
| Proof of registration on the National Treasury Central Supplier Database (provide full detailed CSD report or CSD number). | |
| Valid tax pin number/letter from SARS. | |
| Fully completed SBD documents (SBD 1, 3.3, 4 & 6.1). | |

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8. Mandatory Requirements

8.1 Bidders must submit the following documents to be further evaluated on functionality. Non-compliance with the mandatory requirements below will result in disqualification.

| NO | MANDATORY REQUIREMENT | COMPLY/(Y) NOT COMPLY(N) |
|----|--|--------------------------|
| 1. | PRIME BIDDER OR TEAMING AGREEMENT ONLINE SUBSCRIPTION RESEARCH SERVICES. The bidder or subcontractor must provide proof of online research subscription services. NB: Should there be a Teaming arrangement, bidders must submit the teaming agreement documentation. | |
| 2. | Proof of relevant experience in providing online research services. Provide three Purchase Orders for the appointment or three Reference letters pertaining to online research services support not older than five (5) years. (Reference letter and/or Purchase Order from the Community Schemes Ombud Service will not be accepted) | |

9. PRICE AND SPECIFIC GOALS

9.1. To facilitate a transparent selection process that allows equal opportunity to all bidders. Proposals will be evaluated using the 80/20 formulae for price and specific goals as the 2022 PPFA Regulations.

9.2. All pricing must be in SA Rands and inclusive of all applicable taxes.

| Criteria | Sub Criteria | Weighting/Points |
|----------------|--|------------------|
| Price | Detailed budget breakdown | 80 |
| Specific Goals | CSD report reflecting that company is at least 51% black owned by the below designated | 20 |

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| | | |
|--|---|-----|
| | <p>groups:</p> <ul style="list-style-type: none"> • Women and/or • Youth and/or • People with disability and/or • Black people who are military veterans. | |
| Total Points for Price and Specific Goals. | | 100 |

PRICING SCHEDULE 1: Monthly fee

| Number of Users | Unit Price | Monthly fee (VAT inclusive) |
|-----------------|------------|-----------------------------|
| 1 - 40 | R | R |
| TOTAL | | |

PRICING SCHEDULE 2: SUPPORT SERVICES

| Number of Users | Unit Price | Monthly fee (VAT inclusive) |
|-----------------|------------|-----------------------------|
| 1 - 40 | R | R |
| TOTAL | | |

PRICING SCHEDULE 3: OTHER COSTS

| | DESCRIPTION | UNIT PRICE | TOTAL |
|----|----------------------------------|------------|-------|
| 1. | Other (Bidder to specify) | R | R |
| 2. | Other (Bidder to specify) | R | R |
| 3. | Subtotal | R | R |
| | VAT @ 15% (if applicable) | R | R |
| | Total inclusive of VAT | R | R |

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Signature (Bidder)

Date

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10. TIMELINE OF THE BID PROCESS

10.1 The validity period of tenders and the withdrawal of offers, after the closing date and time is 90 days.

11. DURATION OF THE CONTRACT

11.1 The contract is for 24 (twenty-four) months.

12. PROJECT MANAGEMENT RESPONSIBILITY

12.1 The CSOS Project Manager's responsibilities will include:

12.2 Providing the service provider with all appropriate advice and information pertinent to the success of this project as well as assisting in setting up meetings with key management staff.

13. SERVICE PROVIDER RESPONSIBILITIES

13.1 The specialist service provider will, after signing an agreement to conduct the full scope of work for the CSOS, provide a line-item budget detailing each cost.

13.2 The service provider will sign a Service Level Agreement which will assure confidentiality of CSOS information and intellectual property.

13.3 The service provider undertakes to abide by the CSOS's policies and procedures and Code of Conduct whilst conducting work on behalf of the CSOS.

14. SUPPLIER DUE DILIGENCE

14.1 CSOS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits, confirmation of financial stability and requests for additional information.

15. RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

15.1 The proposals must be submitted in the prescribed format. Standard bidding documents attached with Terms of Reference must be completed in full.

16. LATE BIDS

16.1 Quotation received after the closing date and time, at the central mailbox indicated in the document, will not be considered.

17. FRONTING

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Government supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemns any form of fronting.

The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the quotation evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in quotation 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 quotation / 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 CSOS may have against the Bidder / contractor concerned.

20. CONTACT AND COMMUNICATION

Further information regarding technical matters can be sent via email to lindiwe.bulo@csos.org.za or Tel: 066 302 9526.

Further information regarding supply chain matters can be sent via email to Xoliswa Khoza: Xoliswa.khoza@csos.org.za or at Tel: 010 593 0533.

The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the proposal.

Any communication to an official or a person acting in an advisory capacity for CSOS in respect of the quotation between the closing date and the award of the quotation by the Bidder(s) is discouraged.

All communication between the Bidder(s) and CSOS must be done in writing.

Whilst all due care has been taken in connection with the preparation of this quotation, CSOS makes no representations or warranties that the content of the quotation or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. CSOS and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

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If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this quotation or any other information provided by CSOS (other than minor clerical matters), the Bidder(s) must promptly notify CSOS in writing of such discrepancy, ambiguity, error or inconsistency in order to give CSOS an opportunity to consider what corrective action is necessary (if any).

Any actual discrepancy, ambiguity, error or inconsistency in the quotation or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

All persons (including bidder(s) obtaining or receiving the quotation and any other information in connection with the quotation or the tendering process must keep the contents of the quotation and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this quotation.

21. SUBMISSION OF PROPOSALS

Proposal documents should be submitted to the following email address: quotations@csos.org.za on or before the closing date and time 03 November 2023 at 11h00am.