

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE**

BID NUMBER:	<b>RFQ006-2026R</b>	CLOSING DATE:	<b>26 February 2026</b>	CLOSING TIME:	<b>12:00 PM</b>
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DESCRIPTION	<b>THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS.</b>
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**BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE BELOW (EMAIL ADDRESS)**

[quotations3@csos.org.za](mailto:quotations3@csos.org.za)

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>Jabulile Sithole</b>	CONTACT PERSON	<b>Lindi Sibiya</b>
TELEPHONE NUMBER	<b>(010) 593 0533/066 302 5937</b>	TELEPHONE NUMBER	<b>(010)593 0533/066 302 5975</b>
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:quotations3@csos.org.za">quotations3@csos.org.za</a>	E-MAIL ADDRESS	<a href="mailto:nduduzo.mthimkhulu@csos.org.za">nduduzo.mthimkhulu@csos.org.za</a>

**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>O R</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**[A DETAILED CSD REPORT REFLECTING EME OR QSE 51% OR MORE BLACK OWNERSHIP FOR AT LEAST ONE OF THE DESIGNATED GROUPS MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR SPECIFIC GOALS]**

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER PART B:3]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   
 YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?   
 YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?  
 YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   
 YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g., company resolution)

DATE: .....



## REQUEST FOR PROPOSAL (RFP)

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS.**

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**FEBRUARY 2026**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

<b><u>ACRONYM</u></b>	<b><u>DESCRIPTION/DEFINITION</u></b>
<b>CSOS</b>	Community Schemes Ombud Service
<b>COC</b>	Certificate of Compliance
<b>ECSA</b>	The Engineering Council of South Africa registered as a Fire Engineer.
<b>M</b>	Meters
<b>NBR</b>	National Building Regulations and Building Standards Act 103 of 1997 – governs the construction and promotes uniformity in the application of building standards and regulations
<b>OHSP</b>	Occupational Health and Safety Profession
<b>QCTO</b>	Quality Control for Trades & Occupations
<b>SACAP</b>	South African Council of the Architectural Profession – determines the grading of a building.
<b>SACPCMP</b>	South African Council of Project and Construction Management Profession
<b>SAIOSH</b>	South African Institute of Occupational Safety and Health
<b>SANS10400</b>	Building regulations in South Africa are fundamental for successful building and construction projects.
<b>SANS 10400- PART</b>	Building Regulations Part T on Fire Protection
<b>SANS 1475-1998</b>	South African National Standard, which provides a sound management system for reconditioned fire-fighting equipment.
<b>SANS 10142-1</b>	A Standard to regulate the use of a device with a specified voltage and current output
<b>CHSP (SACPCMP)</b>	Construction Health and Safety Profession
<b>SQM</b>	Square Meters

## 1. TERMS AND CONDITIONS

**THIS REQUEST FOR PROPOSAL (RFP) 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 RFP will constitute a binding offer that 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 RFP 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 RFP be amended, the CSOS undertakes to publicise or send each Bidder in writing the amended RFP. 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 or tax compliance status confirmation proof 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 additional supporting documentation to confirm any information provided by a Bidder in its response to this Bid.
- 1.8. This RFP 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 nor 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 RFP.
- 1.10. No entity or associated entities may be involved, whether directly or indirectly, in more than one Bid in response to this RFP. Failure to comply with this requirement may, within the sole discretion of the CSOS, result in the 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 Bid must be brought to the attention of the CSOS Supply Chain

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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 RFP which stipulates the form and/or content of any aspect of a Bid is stipulated for the sole benefit of the CSOS, and unless the contrary is expressed by the CSOS, 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 Bid as being accurate and complete in relation to the information and proposals provided therein by the Bidders.
- 1.14. All Bids 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 confidential.
- 1.15. A Bid 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 organisation, 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 Bid.
- 1.17. The CSOS reserves the right to require a Bidder to provide a formal presentation of its RFP 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 RFP, 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 Bid remain the responsibility of the Bidder. The costs shall not be chargeable to the CSOS by the successful or unsuccessful Bidder.
- 1.20. All Bids must be formulated and submitted in accordance with the requirements of this RFP.
- 1.21. All warranty-related matters will be discussed at the point of concluding the service level agreement (SLA).
- 1.22. For this bid, a project leader/project manager will be used interchangeably.
- 1.23. Bids received after the closing date and time as specified in this RFP shall be rejected.
- 1.24. 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. In this regard, CSOS may appoint the lower-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 the 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 to:
- 2.1.1 Provide an alternative dispute resolution service.
  - 2.1.2 Regulate, monitor, and quality assure all community schemes governance documentation.
  - 2.1.3 Provide training for conciliators, adjudicators, and other employees of the CSOS.
  - 2.1.4 Preserve and provide public access (electronically or by other means) to scheme governance documentation.
  - 2.1.5 Promote good governance of community schemes.
  - 2.1.6 Provide education, information, documentation, and other such services as may be required to raise awareness to owners, occupiers, executive committees, and other persons or entities who have rights and obligations in community schemes, as regards those rights and obligations.
  - 2.1.7 Monitor community schemes governance; and
  - 2.1.8 Deal with any matters necessary to give effect to the objectives of this CSOS Act.

## 3. PROJECT PURPOSE AND BACKGROUND

- 3.1 The CSOS aims to request proposals from service providers to provide office space in the George city centre and its surrounding areas.
- 3.2 This office will cater for the George Satellite Office for two (2) years.
- 3.3 The CSOS intends to appoint a service provider who can provide a commercial office within an office park or complex measuring 100 to 120 square meters. The bidder may provide an office space that is bigger than 120 square meters at no additional financial cost.

## 4. SCOPE OF WORK

The scope of work is to appoint a service provider in property or who owns commercial properties for leasing in George, for two (2) years.

### 4.1 Office Location

The office space should be in the **George city centre or the surrounding areas of within an eight (8) km radius from the George City Hall**, close to public transport services.

### 4.2 Building Features

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- 4.2.1 The building must be in a secure environment that promotes the safety of the CSOS' employees, stakeholders, and visitors and must have provisions for access for persons with disabilities.
- 4.2.2 The office must be in a secure office park.
- 4.2.3 The leased floor space size (not the total size of the property) must be within a range **of 100-120sqm**. The bidder may provide an office space that is bigger than 120 square meters at no additional financial cost.
- 4.2.4 The preferred premises should be easily accessible by public transport (taxis, buses) in cities.
- 4.2.5 The CSOS requires beneficial occupation of the office space facility within one month of occupation to allow tenant installation to be done during the first month.
- 4.2.6 The CSOS requires the office premises to be customised to fit its image and suit its functions.
- 4.2.7 The building should be compliant with SANS10400.
- 4.2.8 All building-related issues, such as zoning rights, servitudes, municipality regulations, environmental requirements, Occupational Health and Safety requirements and compliance certificates, and other applicable statutory requirements must be complied with.
- 4.2.9 The landlord must provide a standby generator or any form of electricity backup with the capacity to supply power to the office and its equipment during a power outage.
- 4.2.10 The building must have a water storage system for backup water, or an intention to install within a month of appointment.
- 4.2.11 The CSOS requires occupation of the office space facility from **1 April 2026**.

## **4.2 Building Compliance**

The building should meet the following statutory requirements:

- 4.2.1 The **Occupational Health and Safety (OHS) certificate**
- 4.2.2 An **Electricity Certificate of Compliance (COC)**
- 4.2.3 **Fire Certificate of Compliance**
- 4.2.4 **The above-mentioned certificates must be provided a month after the appointment.**

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**4.2.5 The above-mentioned certificates must be valid for the duration of the lease agreement.**

4.2.6 Failure to comply within the stipulated timeframe will result in the entity proceeding to award the next highest scoring bidder.

4.2.7 The building should allow for an easily accessible entrance/exit to and from the building by staff, clients, and stakeholders. The building must make provision for perimeter access control, which must be accessible to staff, clients, and stakeholders. Access for persons with disabilities must be made available.

### **4.3 Bathroom Facilities for Males & Females**

4.3.1 Bathrooms must be refurbished and/or fitted with pans, hand-washing basins, standard mirrors, partitioning, and floor tiles.

4.3.2 The Landlord should install sanitation equipment, toilet roll holders, liquid soap dispensers, and paper dispensers. The minimum toilet facilities must be provided for males and females, as specified below:

**a) Minimum One (1) female toilet,**

**b) Minimum One (1) Male toilet, with urinal and**

**c) Minimum One (1) toilet for persons with disabilities (Shared by Male or Female).**

### **4.4 Persons with Disabilities**

4.4.1 The building shall accommodate persons with disabilities and comply with the relevant acts, regulations, and municipal by-laws.

4.4.2 Bathroom facilities for persons with disabilities (clients and staff) must be provided for, as per National Building Regulations 103 of 1997, SANS 10400.

### **4.5 Lease Period.**

4.5.1 The lease period shall be for two (2) years.

4.5.2 The lease must be flexible to provide for:

a) Extension

b) Termination

c) First right of refusal

### **4.6 Building Amenities**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

- 4.6.1 The building must be at street level for the front office.
- 4.6.2 The building should allow for comfortable entrance/exit to and from the building by staff, clients, and stakeholders. The building must make provisions for perimeter access control, which must be accessible to both staff and stakeholders. Access for people with disabilities must be made available.
- 4.6.3 Windows must have blinds or appropriate curtaining or an option to brand them.
- 4.6.4 **Air conditioners, fire equipment installation and maintenance, and building maintenance, including inside the CSOS offices, remain the responsibility of the landlord.**
- 4.6.5 The office space must have a kitchen with cupboards, adequate space to accommodate a fridge and microwave, as well as adequate plug points, and a sink with hot and cold taps.
- 4.6.6 There must be **visible exit doors** with keys to be used in the event of an emergency.
- 4.6.7 The **building's evacuation floor plans** must be available and displayed.
- 4.6.8 External signage must be permissible.
- 4.6.9 The offices must have a smoke/fire detection system. **(In the absence of a smoke detection system, they must be installed within a month of appointment.**

**4.7 Exterior.**

- 4.7.1 The building must be an existing building (a completely built structure), and external signage must be permissible.

**4.8 Climate-Controlled Air-Conditioning.**

- 4.8.1 Climate-controlled air conditioning must be provided in all offices, boardrooms and reception areas.

**4.9 Electricity**

- 4.9.1 The Installation and design shall comply with all relevant regulations and by-laws.
- 4.9.2 A sufficient power supply is to be provided to increase demand at peak times, and each functional area shall have independent control of lighting, while emergency lights shall comply with the National Building Regulations.
- 4.9.3 The proposed building must have a backup generator unit or any electricity backup system that provides enough electricity without disruption to the business.
- 4.9.4 Each office and boardroom must be equipped with easily accessible and sufficient electrical plugs.
- 4.9.5 The service provider must provide an electrical certificate before occupancy.

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**4.10 Security Of the Building.**

The building must be secured with internal and external security access control systems as follows:

- 4.10.1 Burglar proofing for ground floor offices, entrances, etc, if applicable.
- 4.10.2 Security electric fencing, if applicable.
- 4.10.3 The parking area must be well lit.
- 4.10.4 The office park security services should be part of the building package, including the security personnel at the entrance/ gate.
- 4.10.5 Fire detection and fire control system.
- 4.10.6 Emergency assembly area.
- 4.10.7 Adequate lighting
- 4.10.8 After-hour access to the office may be required.
- 4.10.9 Alarm system and armed response for the office

**4.11 Parking**

**4.11.1 Covered Parking for Employees**

- a) Two (2) covered/ basement parking bays are required for employees' vehicles at the premises and must be available for exclusive use by the CSOS.

**4.11.2 Visitors Parking**

- a) Two (2) open parking bays for the CSOS clients, as well as 1 parking bay for people with disabilities.
- b) There must be an option available to increase or decrease parking bays as and when required.

**4.12 Availability**

4.12.1 **Occupation** is to commence within a month of appointment or before 1 April 2026.

**4.13 Insurance**

- 4.13.1 Structural building insurance is the responsibility of the landlord.
- 4.13.2 The Bidder must provide proof of Public Liability Insurance of a minimum of R10 000 000, which will be valid for the duration of the contract, and must be provided within 15 days of appointment.
- 4.13.3 Failure to comply within the stipulated timeframe will result in the entity proceeding to award the next highest scoring bidder

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

**4.14 Fire Protection & Risk Management**

4.14.1 The Fire control, safety, and risk management shall be in full compliance with the National Building Regulations, SABS 10400 as amended. Fire extinguishers must be supplied and accessible in emergencies, and they must be serviced every year or when required.

**4.15 Vertical Movements**

**4.15.1 Stairs**

The building must have stairs/ramps in case of fire if it has more than one floor.

**4.15.2 Lifts**

If the building has more than one floor, it must provide lifts to be utilised as passenger lifts and or goods with a minimum payload of 1,000 kg at any given time. The building and lifts must comply with the relevant legislation. The lift must allow accessibility for persons with disabilities (in wheelchairs) and must be regularly maintained by the landlord. The service provider must be able to **provide a lift maintenance schedule and certificate when requested.**

**5. THE LANDLORD'S RESPONSIBILITIES**

The Landlord's responsibilities include the following:

- 5.1 The total cost of the contract is to be indicated, with a breakdown of the rental schedule for the period of the lease agreement, including the following items: -
- 5.1.1 Payment of rental and deposit.
  - 5.1.2 Rental amount per square meter.
  - 5.1.3 Office partitioning as guided by the CSOS – where required.
  - 5.1.4 Parking.
  - 5.1.5 Air-conditioning maintenance.
  - 5.1.6 Breakdown of operating cost items and an indication and or estimates of operating costs per month.
  - 5.1.7 Proposed lease agreement with relevant appendices,
  - 5.1.8 Electricity back-up system or the intention to install within a month of appointment.
  - 5.1.9 Installation and management of fire equipment inside the offices.
  - 5.1.10 The drawing and mounting of evacuation plans for the office.
  - 5.1.11 Maintenance of the CSOS office, including the replacement of light bulbs and other maintenance issues.

## **6. COMPLIANCE**

The building shall comply with all laws, including but not limited to, at least the following specifications, laws, or local authority requirements:

- 6.1 Certificate of Occupancy – issued by the Local Authority in terms of the National Building Regulations and Building Standards Act.
- 6.2 Occupational Health and Safety Act 85 of 1993
- 6.3 Code of practice – Interior Lighting SABS 0114:1996 - Part I
- 6.4 The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977) as amended (SANS 10400).
- 6.5 The Municipal by-laws and any special requirements of the local supply authority.
- 6.6 The local fire regulations.
- 6.7 Evacuation plans must be mounted in strategic areas.
- 6.8 The offices must have a smoke/fire detection system- *(In the absence of a smoke detection system, they must be installed within a month of appointment).*

## **7. EVALUATION**

### **7.1 EVALUATION COMMITTEE**

- 7.1.1 Proposals will be reviewed and evaluated using the 80/20 preference method by the CSOS Bid Evaluation Committee. Bidders may be invited to give written or oral presentations and/or to participate in interviews with the committee.
- 7.1.2 Bidders may be requested to submit any additional information required by the CSOS.

### **7.2 EVALUATION CRITERIA**

Proposals will be evaluated based upon, but not limited to, the following:

- a) Compliance with the RFP document, including the provision of all information requested in this RFP.
- b) Demonstrated ability to provide services and expertise as listed in this RFP.
- c) Qualifications, experience, and, in particular, those staff members proposed to generally handle the contract.
- d) Reference checks.

### **7.3 EVALUATION PROCESS OF BIDS RECEIVED**

#### **STAGE 1**

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

- a) All proposals received will be evaluated to determine compliance with RFP requirements and conditions (completion and attachment of mandatory documents). Proposals with obvious deviations from the mandatory requirements will be disqualified from the next evaluation process, which is the site inspection.

**8. SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS**

8.1 Bidders to attach the below 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/QSE 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 a full detailed CSD report or CSD number)	
Valid tax PIN/letter from SARS	
Fully completed SBD documents (SBD 3.3,4 & 6.1)	

8.1.1 Bidders must attach the following to be further evaluated. Failure to comply with ALL the mandatory requirements below will result in disqualification and will not be further evaluated on the site inspection.

**9. MANDATORY REQUIREMENT**

9.1 Non-compliance with the mandatory requirements below will result in disqualification.

NO	REQUIREMENTS	COMPLY/NOT COMPLY
		FOR OFFICE USE
1.	<b>Certificate of Occupancy</b> Issued by the Local Authority in terms of the National Building Regulations and Building Standards Act.	
2.	<b>Office size:</b> Office size of 100 – 120 m2 <i>(A signed letter must be submitted by the bidder confirming the size of the proposed office space.)</i> <i>The office space can be more than a maximum of 120m2, but with no additional financial cost.</i>	
3.	<b>Proof of ownership</b> (Copy of title deed/ deed of transfer).	

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	If bidding as an agent or on behalf of a landlord/trust, attach a mandate or a letter signed by the owner granting permission to utilise the property of the proposed building.	
4.	Bidders must submit a <b>signed</b> letter confirming that CSOS branding will be permissible.	

## 9.2 SITE INSPECTION

9.2.1 Bidders that meet all the mandatory requirements will be evaluated further during a site inspection of the premises.

9.2.2 Bidders need to comply with ALL the requirements below during the site visit to be evaluated further on price and specific goals.

NO	REQUIREMENTS	COMPLY	NOT COMPLY
1.	<b>The office must be in an office park.</b>		
2.	<b>Bathroom facilities:</b> Minimum one (1) female toilet, Minimum one (1) Male toilet, with a urinal and Minimum one (1) toilet for people with disabilities (shared by Male or Female). If the bidder is offering more than one floor, there must be a minimum of one toilet for persons with disabilities in each floor.		
3.	<b>Parking:</b> <ul style="list-style-type: none"> <li>• Two (2) covered or basement staff parking spaces</li> <li>• Two (2) open visitor parking spaces</li> <li>• One (1) parking space for persons living with disabilities.</li> </ul>		
4.	<b>Accessibility for persons with disabilities:</b> The building must accommodate people with disabilities by having the following		
a)	The main entrance to the building must have a disability ramp (where required).		
b)	If a multi-floored building is proposed, a lift (s) must be available.		
c)	The building must accommodate persons with disabilities by having a parking bay designated for persons with disabilities, which must be accessible to the CSOS visitors.		
5.	a) The building must have an emergency assembly area.		
	b) Security: The building must have an external security access control system or a security system at the main door of the building.		
6.	<b>Electricity and backup electricity:</b> The building must have a backup electricity system or the intention to install the backup electricity system within a month of appointment <i>(A signed letter, confirming the intention, must be provided during the site inspection.)</i>		
7.	<b>Water storage system</b>		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

	<p>The building must have a water storage system for backup water, or an intention to install within a month of appointment.</p> <p><b><i>(In the absence of a water storage system, a letter confirming the intention to install within a month of appointment must be provided during the site inspection).</i></b></p>		
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**10. PRICE & SPECIFIC GOALS**

10.1 Pricing Instructions.

10.1.1 All pricing must be in South African Rands and fixed for the contract duration.

10.1.2 All bidders should provide a pricing schedule indicating clearly their rates to be charged as per the pricing schedule below:

THE SPECIFIC GOALS ALLOCATED POINTS IN TERMS OF THIS TENDER.	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM) TO BE COMPLETED BY THE ORGAN OF STATE.	NUMBER OF POINTS ALLOCATED (80/20 SYSTEM) TO BE COMPLETED BY THE TENDERER.
1. EME or QSE owned by 51% or more black person women; EME or QSE owned by 51% or more black person youth, EME or QSE owned by 51% or more black persons living with a disability, EME or QSE owned by 51% or more black person who is military veteran.	17	
2. EME or QSE owned by 51% or more black people living in rural or underdeveloped areas or townships.	1	
3. EME or QSE-owned Co-operative with 51% or more black people.	1	
4. EME or QSE is owned by 51% or more black people in general, with a focus in order of priority on Africans, Indians, and Coloureds.	1	
Total Points for Price and Specific Goals		

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

**10.2 PRICING SCHEDULE**

10.2.1 Bidders must factor in Year 2, escalations when submitting their financial proposals.

Description	Cost Year 1	Cost Year 2
1. Upfront Deposit (once off, if required)	R	
2. Admin fee (once off)	R	
(A) Monthly rate Rand value per m <sup>2</sup>	R	R
(B) Monthly rate and value per m <sup>2</sup>	R	R
3. Monthly Office Rental (A x B)	R	R
4. Monthly Operating Costs		
5. Monthly Open Parking Rental		
6. Monthly Covered Parking		
7. Other (Bidder to Specify)		
Subtotal	R	R
VAT @ 15% (if applicable)	R	R
Total Monthly Cost (incl. VAT)	R	R
<b>To be used for evaluation purposes</b>		

**11. TIMELINE OF THE BID PROCESS**

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

**12. DURATION OF THE CONTRACT**

12.1 The contract duration is for a period of two (2) years and shall commence on the date of signing the Service Level Agreement.

**13. PROJECT MANAGEMENT RESPONSIBILITY**

13.1 The CSOS Project Manager's responsibilities will include:

13.1.1 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.

#### 14. SUPPLIER DUE DILIGENCE

- 14.1 The CSOS reserves the right to conduct supplier due diligence before the 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 to Terms of Reference must be completed in full.

#### 16. LATE BIDS

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

#### 17. FRONTING

- 17.1 The 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 by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the Government condemns any form of fronting.
- 17.2 The Government, in ensuring that bidders honestly conduct themselves 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 14 days from the 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.

#### 18. CONTACT AND COMMUNICATION

- 18.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Lindi Sibiyi via email: [lindi.sibiyi@csos.org.za](mailto:lindi.sibiyi@csos.org.za) or Tel:010 593 0533/066 302 5975. Further information regarding Supply Chain Management matters can be sent via email to Ms Jabulile Sithole: [jabulile.sithole@csos.org.za](mailto:jabulile.sithole@csos.org.za) or at Tel: 010 593 0533/ 066 302 5937.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS**

- 18.2 The delegated office of CSOS may communicate with Bidder(s) where clarity is sought in the proposal.
- 18.3 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.
- 18.4 All communication between the Bidder(s) and CSOS must be done in writing.
- 18.5 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 for any information communicated that may not be accurate, current, or complete.
- 18.6 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 to allow CSOS to consider what corrective action is necessary (if any).
- 18.7 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.
- 18.8 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 developing a proposal in response to this quotation

**19. SUBMISSION OF PROPOSALS**

- 19.1 Proposal documents should be submitted to the following email address:  
[quotations3@csos.org.za](mailto:quotations3@csos.org.za) on or before the closing date and time

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: ..... **BID NO: RFQ006-2026R: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE SPACE FOR THE CSOS GEORGE SATELLITE OFFICE FOR A PERIOD OF TWO (2) YEARS.**

**CLOSING TIME 12:00PM ON 26 FEBRUARY 2026.**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO <u>TAX</u>	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u>
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1. Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

**PRICING SCHEDULE**

Description	Cost Year 1	Cost Year 2
1. Upfront Deposit (once off, if required)	R	
2. Admin fee (once off)	R	
(A) Monthly rate Rand value per m <sup>2</sup>	R	R
(B) Monthly rate and value per m <sup>2</sup>	R	R
3. Monthly Office Rental (A x B)	R	R
4. Monthly Operating Costs		
5. Monthly Open Parking Rental		
6. Monthly Covered Parking		
7. Other (Bidder to Specify)		
Subtotal	R	R
VAT @ 15% (if applicable)	R	R
Total Monthly Cost (incl. VAT)	R	R
<b>To be used for evaluation purposes</b>		

\_\_\_\_\_  
**Signature (Bidder)**

\_\_\_\_\_  
**Date**

The financial proposal for this assignment should cover for all assignment activities as per terms of reference

2. Period required for commencement with project after acceptance of bid \_\_\_\_\_

3 Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

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**Technical enquiries regarding bidding procedures may be directed to:**

Lindi Sibiyi

Tell: (010) 593 0533/066 302 5975

E-mail address: [Lindi.Sibiyi@csos.org.za](mailto:Lindi.Sibiyi@csos.org.za)

**Supply Chain queries may be directed to:**

Jabulile Sithole

Tell: (010) 593 0533/066 302 5937

Email: [quotations3@csos.org.za](mailto:quotations3@csos.org.za)

**PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

**2.3** Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

I, \_\_\_\_\_ the \_\_\_\_\_ undersigned,  
(name).....in  
submitting the accompanying bid, do hereby make the following  
statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 + \frac{80/20 (Pt - Pmax)}{Pmax} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{90/10 (Pt - Pmax)}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. EME or QSE owned by 51 % or more black woman; or more black person who are youth; or more black person living with disabilities; or more black person who is a military veteran	17	
2. EME or QSE owned by 51 % black people living in rural or underdeveloped areas or township	1	
3. EME or QSE Co-operative owned by 51% or more black people	1	
4. EME or QSE owned by 51% or more black people in general, with focus in order of priority on africans, Indians and coloureds.	1	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....