

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COMMUNITY SCHEMES OMBUD SERVICE</b>					
BID NUMBER:	RFQ058-2023	CLOSING DATE: 30 NOVEMBER 2023		CLOSING TIME:	16h00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE BELOW (EMAIL ADDRESS)</b>					
<a href="mailto:quotations@csos.org.za">quotations@csos.org.za</a>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Jabulile Sithole		CONTACT PERSON	Lindi Sibiya	
TELEPHONE NUMBER	066 302 5937/010 593 0533		TELEPHONE NUMBER	066 302 5975/010 593 0533	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:quotations@csos.org.za">quotations@csos.org.za</a>		E-MAIL ADDRESS	<a href="mailto:lindi.sibiya@csos.org.za">lindi.sibiya@csos.org.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		OR	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
<b>[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]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	[IF YES ENCLOSURE PROOF]			[IF YES, ANSWER PART B:3]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

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: .....



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS

### 1. TERMS AND CONDITIONS

**This Proposal 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 proposal will constitute a binding offer which will remain binding and irrevocable for a period of ninety days (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 RFP be amended, the CSOS undertakes to publicize 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 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 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 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 RFP.



## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS**

- 1.10. No entity 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 disqualification of the relevant entity.
- 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, shall 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 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, 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 information contained in proposals in confidence.
- 1.15. A Bid submitted by the Bidder shall be considered irregular if it shows any omissions, or irregularities of any kind. However, the CSOS reserves the right to waive any irregularities and to make an award in the best interest of the organization.
- 1.16. The CSOS reserves the right to accept or reject in part or whole any Bid submitted, and to waive any technicalities if this is in the best interest of the organization.
- 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 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 RFQ.



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1.2.1 Bids received after the closing date and time as specified in this RFQ shall be rejected.

### 2. INTRODUCTION

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

- To establish a world-class dispute resolution service within community schemes characterised by organisational excellence and a conducive organisational culture.
- To promote good governance of community schemes by developing and implementing appropriate guidelines to enhance stability and harmonious relations amongst the parties.
- To roll out massive educational campaigns to educate and train stakeholders within community schemes and the public at large.
- To enhance community schemes tenure as an alternative tenure option; and
- To develop and implement appropriate organisational systems, controls, and measures to enhance financial, economic, and organisational efficiency.

### 3. PROJECT PURPOSE AND BACKGROUND

3.1 The purpose of this (RFQ) is to appoint a suitably qualified and experienced service provider specialising in document management to provide secure off-site document storage facilities and render document management, retrieval and disposal services for all the CSOS offices in line with the provisions of the National Archives Act 43 of 1996, for a period of 36 months.

### 4. OBJECTIVE

4.1 Section 13 of the National Archives and Records Services of South Africa Act, 43 of 1996 requires public entities to manage their records in a well-structured record-keeping system.

4.2 Records Management is part of the CSOS' broader function of governance, risk management and compliance.



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- 4.3 The records management within the CSOS is devoted to the management of information throughout its life cycle, from the time of creation to its eventual disposition. This includes identifying, classification, storing, securing, retrieving, tracking and destroying or permanently preserving records.
- 4.4 In order to preserve its institutions' memory, the CSOS is committed to secure information and document management services in line with the provisions of the National Archives Act, 43 of 1996 and to reducing vulnerability to legal challenges or financial loss while promoting best value in terms of human and space resources through greater coordination of information storage systems.
- 4.5 The CSOS has documents currently situated at its Head Office in Centurion as well as in its two Regional Offices, in KZN and in the Western Cape and in with the current off-site storage service provider and need to be stored in a readily available safe, secure environment which is in accordance with the minimum NARS requirements, and to be managed and retrieved as and when the need arises.

## 5. SCOPE OF WORK

- 5.1 The prospective Service Provider shall upon being awarded a contract; be expected to provide comprehensive and reliable off-site storage facilities and records management and retrieval programme, compromising the following:
  - 5.1.1 A secure and safe storage facility, which is suitable for the needs of CSOS and mitigates risks associated with records storage.
  - 5.1.2 The storage facility must be large enough to cater for the current CSOS files, documents, records, etc. within the current storage facility as well as in the offices and may expand by 5% per annum over the contract period.
  - 5.1.3 Collection and removal (delivery/transportation) of records, boxes and files from the CSOS offices to the off-site storage in a secure transport/delivery facility when the need arises.
  - 5.1.4 An acceptable and effective records management system to enable the tracking and retrieval of documents.
  - 5.1.5 Retrieval services for stored records at the off-site storage facility and delivery to CSOS offices within two working days.



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- 5.1.6 The provision of storage boxes and relevant tracking labels for the records to be transferred from the CSOS offices to the off-site storage.
- 5.1.7 The collection and removal (delivery/ transportation) of records and files from the CSOS offices to the off-site storage, as and when required by the CSOS.
- 5.1.8 Provide the CSOS with the critical aspects of the Disaster Recovery Plan.
- 5.1.9 Relocation of the existing records and files from the CSOS office's storeroom to the new off-site facility.
- 5.1.10 Relocation of the existing records and files from the current off-site storage to the new off-site facility.
- 5.1.11 The off-site storage facilities should be located within a 30km to 50km radius from the CSOS offices.
- 5.1.12 Records Management system to allow CSOS access to the inventory of its record.
- 5.1.13 The documents collected for storage must be sorted and filed in accordance with the filing system in such a manner that they will be easily retrieved when required. The documents must be well preserved and carefully handled at all times to ensure no damage or destruction of such information. All files and boxes that have noticeable damage as a result of regular handling must be replaced to prevent any further damage.
- 5.1.14 The Service Provider shall be required to have a national footprint to be able to collect documents, records, data, etc from the Centurion, Western Cape and KZN Offices.
- 5.1.15 The Service Provider must be able to provide packaging boxes, stationery and consumables and staff to render labelling and indexing services before records are removed from the CSOS offices and/or current storage facilities when required.
- 5.1.16 The Service Provider must attach a list of detailed Bills of Quantities that is costed per item and summary of totals for monthly cost and overall cost for a period of 36 months.

## **6. DELIVERABLES OR PROJECT OUTPUT AND OR OUTCOME**

The following deliverables will be expected for the duration of the contract period:

- 6.1 The successful bidder is required to provide off-site storage facilities and to render document management services for the CSOS, in line with the provisions of the National Archives Act 43 of 1996 for a period of 36 months.



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- 6.2 Document management services required, amongst other things include on-site document management and storage, retrieval, data protection, backup, document management, labelling and indexing of boxes.
- 6.3 Retrieval Services: The CSOS shall be entitled at its sole discretion, to require the retrieval of records to take place by way of hand delivery of required files. The turn-around time for delivery must be between 2 hours to 24 hours depending on the urgency.
- 6.4 Storage: Collected documents for storage must be sorted and filed in accordance with the NARS approved file plan and placed within filing racks on shelves in a manner that will be easily retrieved when required. File/documents always need to be well preserved and carefully handled and maintained to ensure no damage or destruction of such information. All files and boxes that have noticeable damage because of regular handling need to be replaced to prevent any further damage.
- 6.5 A proposed approach to managing records; clear outline of how records will be transferred from one storage to the other and maintenance thereof.
- 6.6 Monthly, Quarterly and Annual reporting of statistics related to the status and movements of records to and from the off-site storage facility.

### 7. Bidders to attach the following Supply Chain 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 CSD summary report or CSD number)	
Valid tax pin number/letter	



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### 8. MANDATORY REQUIREMENTS

**Bidders must submit ALL the below documents in order to be evaluated further on functionality. Failure to meet all the below requirements will result in the disqualification of a bidder.**

Documents required	Comply/Not Comply
Company profile and storage facilities details	
Demonstration of office presence particularly in Gauteng, Western Cape and KZN ( <i>Lease agreement or the utility bills for the three offices</i> )	
Proof of public liability insurance	
Submit a certificate from the National Archives and Records Services of SA	

### 9. CONFIDENTIALITY OF INFORMATION

- 9.1 The Service Provider shall keep confidential and shall not, without the written consent of the CSOS use, copy or communicate to any person the terms and conditions, documents or other information furnished directly or indirectly by the CSOS, except as strictly necessary for the purpose of this contract.
  
- 9.2 Given the confidential nature of the information to be stored off-site, the successful service provider will be required to sign a confidentiality agreement.

### 10. OPERATING HOURS

- 10.1 The required operating hours for the storage facility are to be weekdays from Mondays to Fridays between the hours 08:00 am and 16:30.
  
- 10.2 The service provider may be required to render services after office hours in the event of the CSOS embarking on a project requiring staff to work overtime. In the event of the service required outside the office hours, this shall only be with prior written notice from the CSOS.



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### 10.3 **Delivery turn-around times for documents.**

- Next Day Retrieval: (Shuttle): within 24 hours (Request made before 16h30; delivery by 16h00 the next day)
- Same Day Retrieval (Express): within 4 hours (Request made before 12h00; delivery by 16h00)
- Collection of new files from the CSOS: within 24 hours of the request.
- New cartons/boxes requests – flat-pack deliveries: within 24 hours

## 11 **REPORTING REQUIREMENTS**

- 11.1 The Service Provider shall report to the Facilities Manager
- 11.2 The Service Provider shall on a quarterly basis, supply the CSOS with a summarized written report to the Facilities Manager.
- 11.3 Meetings will be held quarterly or as and when required between the Facilities Manager or his/her delegate and the Service Provider.

## 12 **PROJECT TIME FRAME**

- 12.1 The successful bidder is required to provide an off-site storage facility and to render document management services to the CSOS for a period of 36 months and will commence from the signing of the Service Level Agreement.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF  
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**13 PROJECT EVALUATION CRITERIA**

**The bidders will be evaluated further for functionality and must meet the minimum threshold of 65 in order to be evaluated further for pricing:**

<b>No</b>	<b>CRITERIA</b>	<b>SCORING</b>	<b>WEIGHTS</b>
<b>1</b>	<b>Company Experience:</b>  Service Providers should have demonstrate experience in providing offsite storage and document management services for public service documents.	<ul style="list-style-type: none"> <li>• 10 years or more = 5 points</li> <li>• 8 - 9 years = 4 points</li> <li>• 6 - 7 years = 3 points</li> <li>• 4 – 5 years = 2 points</li> <li>• 0 – 3 years = 1 point</li> <li>• No experience= 0 points</li> </ul>	<b>20</b>
<b>2</b>	<b>Reference letters</b>  Proof from contactable references on a company letterhead indicating that similar projects were executed, should be attached.	<ul style="list-style-type: none"> <li>• 5 references = 5 points</li> <li>• 4 references = 4 points</li> <li>• 3 references = 3 points</li> <li>• 2 references = 2 points</li> <li>• 1 reference = 1 point</li> <li>• No references = 0 points</li> </ul>	<b>25</b>
<b>3</b>	<b>Team leader</b>  Team Leader must demonstrate practical work experience in the Archives/Records Management / Information Management field.  <b>CV's must be attached as proof.</b> <b>Failure to attach CV's will not be considered.</b>	<ul style="list-style-type: none"> <li>• 5 years or more = 5 points</li> <li>• 4 years = 4 points</li> <li>• 3 years = 3 points</li> <li>• 2 years = 2 points</li> <li>• 1 year = 1 point</li> <li>• No experience= 0 points</li> </ul>	<b>10</b>



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<b>5</b>	<b>Storage facility location, safety and security</b>  An Off-site storage facility should be located within close proximity from any location of the CSOS offices. Bidder should provide list of all the locations, physical addresses and telephone numbers of their offices/ branches countrywide (RSA).	30 kilometres or less = 5 points 31 – 50 kilometres = 4 points 60 kilometres = 3 points 61 – 70 kilometres = 2 points 71 or more kilometres = 1 point	<b>25</b>
	<b>ISO and Occupational Health and Safety standards-</b>  An Off-site storage facility should comply with relevant ISO and Occupational Health and Safety standards- Copy of a detailed OHS must be attached to the proposal as proof. – The CSOS reserves the right to request auditing /assessment of the facility by a relevant government body.	<ul style="list-style-type: none"><li>• Complete OHS plan, that complies with relevant ISO and Occupational Health and Safety standards including control procedures = 5</li><li>• No OHS plan submitted= 0 points</li></ul>	<b>20</b>
	<b>Functionality Threshold</b>		<b>65</b>
	<b>Total</b>		<b>100</b>



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### 14 PRICING

14.1 In order to facilitate a transparent selection process that allows equal opportunity to all bidders. Proposals will be evaluated using the 80/20 formulae (preference points system) for Price and Specific goals as per the 2022 PPPFA Regulations.

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

Criteria	Sub Criteria	SUBSTANTIATION	Weighting/Points
Price	Detailed budget breakdown	Attach quotation on the company letterhead as per pricing schedule	80
Specific Goals	CSD report reflecting that company is at least 51% or more owned by black people for the below designated groups: <ul style="list-style-type: none"><li>• Women and/or</li><li>• Youth and/or</li><li>• People living with disability and/or</li><li>• Black people who are military veterans.</li></ul>	Detailed (Full Registration) CSD Report	20
Total Points for Price Specific Goals			100

### 14.3 PRICING SCHEDULE

**Bidders that meet the minimum threshold of 65% will be evaluated further on pricing and preference points:**

QUANTITY	Description	UNIT PRICE
1	Storage Rental per Document storage box (Per document storage box per month)	
1	Transportation cost per km: Between offsite storage facility and CSOS Offices.	



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1	Collection and handling fee of documents (Per document box)	
1	Box barcode labels (Per document storage box)	
1	Labour fee	
1	Data capturing of documents (Per document storage box)	
1	Normal 24-hour delivery of documents (Per document storage box)	
1	Same day delivery express (Per document storage box)	
1	Returns of documents. (Per document storage box)	
1	Supply of storage boxes (Per document storage box)	
	<b>Subtotal</b>	
	VAT @ 15% (if applicable)	
	<b>Total including delivery and VAT</b>	

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

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

### 15      TIMELINE OF THE BID PROCESS

15.1 The validity period of the RFQ's and the withdrawal of offers, after the closing date and time is 90 days.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS

### 16 DURATION OF THE CONTRACT

16.1 Thirsty six (36) months.

### 17 PROJECT MANAGER RESPONSIBILITY

17.1 The CSOS Project Manager's responsibilities will include:

17.2 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.

### 18 SERVICE PROVIDER RESPONSIBILITIES

18.1 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.

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

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

### 19 SUPPLIER DUE DILIGENCE

19.1 CSOS reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include requests for additional information.

### 20 RESPONSE FORMAT (SUBMISSION OF PROPOSAL)

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

20.2 Failure to comply with the mandatory requirements will result in your bid being disqualified.

### 21 LATE BIDS

21.1 Proposals received after the closing date and time will not be considered.

### 22 COUNTER CONDITIONS

22.1 Bidder's 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 bids.

## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS

### 23 FRONTING

- 23.1 Government supports the spirit of Board Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individual 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.
- 23.2 The Government, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, 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 exist.
- 23.3 Failure to do so within a period of fourteen (14) days from date of notification may invalidate the bid / 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 (10) years, in addition to any other remedies CSOS may have against the Bidder / Contractor concerned.

### 24 COMMUNICATION AND CONTACT INFORMATION

- 24.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Ms Lindi Sibiya via email: [lindi.sibiya@csos.org.za](mailto:lindi.sibiya@csos.org.za) or Tel:010 593 0533/066 302 5975. Further information regarding Supply Chain Management matters can be sent via email to: Jabulile Sithole via email [quotation@csos.org.za](mailto:quotation@csos.org.za) or at Tel: 010 593 0533/066 302 5937
- 24.2 The delegated office of the CSOS may communicate with Bidder(s) where clarity is sought in the bid process.
- 24.3 Any communication to an official or person acting in an advisory capacity for CSOS in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 24.4 All communication between the bidder(s) and CSOS must be done in writing.



## TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS

- 24.5 Whilst all due care has been taken in connection with the preparation of this bid, CSOS makes no representations or warranties that the content of the bid 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.
- 24.6 If Bidder(s) find or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid 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).
- 24.7 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by CSOS will, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 24.8 All persons (including bidder(s) obtaining or receiving the bid and any information connection with the bid or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in s response to this bid.

## 25 SUBMISSIONS OF PROPOSALS

- 25.1 Proposal documents should be submitted to the following email address: [quotations@csos.org.za](mailto:quotations@csos.org.za) on or before the closing date and time. (30 November 2023 at 16h00).

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

NAME OF BIDDER: ..... **BID**  
**NO: RFQ058-2023: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS**

**CLOSING DATE: 30 NOVEMBER 2023**  
**16h00**

**CLOSING TIME**

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

<b>ITEM NO <u>TAX</u></b>	<b>DESCRIPTION</b>	<b>BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED</u></b>
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**DESCRIPTION: RFQ0582023: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF OFFSITE DOCUMENT STORAGE TO THE CSOS FOR A PERIOD OF 36 MONTHS**

1. Services must be quoted in accordance with the attached terms of reference.

**PRICING SCHEDULE**

<b>QUANTITY</b>	<b>Description</b>	<b>UNIT PRICE</b>
1	Storage Rental per Document storage box (Per document storage box per month)	
1	Transportation cost per km: Between offsite storage facility and CSOS Offices.	
1	Collection and handling fee of documents (Per document box)	
1	Box barcode labels (Per document storage box)	
1	Labour fee	
1	Data capturing of documents (Per document storage box)	
1	Normal 24-hour delivery of documents (Per document storage box)	
1	Same day delivery express (Per document storage box)	
1	Returns of documents. (Per document storage box)	
1	Supply of storage boxes (Per document storage box)	
	<b>Subtotal</b>	
	VAT @ 15% (if applicable)	
	<b>Total including delivery and VAT</b>	

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**Signature (Bidder)**

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**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 Sibiya

Cell: **066 302 5975**

E-mail address: [lindi.sibiya@csos.org.za](mailto:lindi.sibiya@csos.org.za)

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

Jabulile Sithole

Cell: **066 302 5937**

Email: [quotations@csos.org.za](mailto:quotations@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.

**SBD4**

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**

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**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**

a) The applicable preference point system for this tender is the **80/20** preference point system.

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:

		<b>POINTS</b>
<b>PRICE</b>		80
<b>SPECIFIC GOALS</b>	Detailed (Full Registration) CSD Report	20
<b>Total points for Price and SPECIFIC GOALS</b>		100

- 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:

$$PS = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right) \text{ or } PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt      =      Price of tender under consideration

P<sub>min</sub> = 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:

$80/20$	<b>or</b>	$90/10$
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

$Ps$  = Points scored for price of tender under consideration

$Pt$  = Price of tender under consideration

$P_{max}$  = 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)
EME OR QSE which is at least 51% black owned by: <ul style="list-style-type: none"> <li>• Women and/or;</li> <li>• Youth and/or</li> <li>• People living with disabilities, and/or</li> <li>• Military veterans</li> </ul>	20	

### 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 proprietor  
 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.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....  
.....  
.....