

**PART A
INVITATION TO BID**

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

BID NUMBER:	RFQ102-2024	CLOSING DATE: 05 December 2024		CLOSING TIME:	12h00
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DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MEDIATION TRAINING FOR CSOS DISPUTE RESOLUTION STAFF.
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BID RESPONSE DOCUMENTS MAY BE EMAILED TO THE BELOW (EMAIL ADDRESS)

quotations1@csos.org.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Jabulile Khoza	CONTACT PERSON	Mlondolozzi Vava
TELEPHONE NUMBER	(010) 593 0533	TELEPHONE NUMBER	(010)593 0533/ 073 781 1049
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	quotations4@csos.org.za	E-MAIL ADDRESS	mlondolozzi.vava@csos.org.za

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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A DETIALED 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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
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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:

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MEDIATION TRAINING FOR CSOS DISPUTE RESOLUTION STAFF

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MEDIATION TRAINING FOR CSOS DISPUTE RESOLUTION STAFF.

NOVEMBER 2024

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 which will remain binding and irrevocable for a period of ninety (90) Days from the date of submission to the CSOS.
- 1.2 Unless or until a binding contract is concluded between the CSOS and the successful Bidder, the offer constituted by the Bid will be deemed not to have been accepted and no agreement will be deemed to be reached with any Bidder.
- 1.3 The CSOS reserves the right to amend, modify, withdraw or terminate this 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 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 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.

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MEDIATION TRAINING FOR CSOS
DISPUTE RESOLUTION STAFF.**

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

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 the priorities of the organizations:

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

3. PROJECT PURPOSE / OBJECTIVES

- 3.1 The CSOS is a public entity as mentioned above and requires training of their Dispute Resolution officials and staff to be trained annually on developments within the Legal Framework. Continuous training in mediation is vital. This approach is key for the organisation if the purpose is to create competent legal persons.
- 3.2 The purpose of this Request for Quotation (RFQ) is to appoint an experienced and reputable service provider who can assist with conducting mediation training for the CSOS dispute resolution officials.

4. SCOPE OF WORK

The facilitator will be required to perform the following functions:

- 4.1 Training in the form of a course and training materials on the following:
 - 4.1.1 Mediation
 - 4.1.2 The course must be accredited with the Services SETA.
- 4.2 The scope of work for the above is as follows:
 - 4.2.1 Mediation scope of works
 - a) An introduction to mediation as compared with other dispute resolution processes, Mediation in alternative dispute resolution (ADR) and SA Law.
 - b) Understanding Conflict:
 - The Nature of Conflict

- The Cost of Conflict
 - Causes of Conflict
 - Conflict in Mediation
 - Dealing with Conflict
 - How to settle a Conflict
- c) Starting the mediation process:
- Preliminary engagement
 - The joint opening meeting

THE PHASES OF MEDIATION.

- d) The preparation phase of mediation:
- Contact between the mediator and the parties and their representatives
 - The Agreement to Mediate
 - The principles of mediation
 - The exploration phase of mediation.
 - The bargaining phase of mediation:
 - How the mediator coaches the parties to bargain strategically.
 - How the mediator uses reality testing to assist the parties to assess their risks.
 - How the mediator deals with potential deadlock.
- e) Understanding approaches to negotiation.
- f) Demonstrations of these phases by the trainers in practical examples curtailed to disputes dealt with by CSOS.
- g) Active listening skills for mediators.
- h) Process choices facing the mediator.
- i) Working with emotions as a mediator.
- j) Ethical dilemmas facing a mediator and how to manage these.
- k) The ending phase of the mediation.
- l) Mediator Bias:
- m) Impartiality
- n) Culture & Diversity
- o) Unconscious Bias
- p) Impact of Unfair Discrimination
- q) Managing Unconscious Bias
- r) Drafting the settlement agreement, MOU, written agreement.

4.3 LEARNING OUTCOMES THAT SHOULD BE COVERED:

4.3.1 MEDIATION LEARNING OUTCOMES:

- Understanding the concept of mediation.
- Identify conflict.
- Knowledge of the mediation process and identifying the different phases of mediation.
- The role of the mediator, ethical dilemmas, emotions of mediators and mediator bias.
- Ability to draft a settlement agreement.

4.4. REQUIREMENTS OF THE FACILITATOR:

- 4.4.1 All presentations and support training material should be emailed/ distributed to participants prior to commencement of the scheduled training.

The above list is not restrictive, and the supplier can make suggestions on the course content

5. DURATION OF TRAINING AND LOCATION

- 5.1 This is a once-off service to be provided during the scheduled time frames. The anticipated dates for the training will during the month of November/December 2024 and will be communicated.
- 5.2 The prospective service provider is requested to present a virtual training course to twenty-three (23) CSOS officials, time frames as follows: (however, not restrictive to these times, these time frames are a guideline and may be amended based on the training/course demands)
- 5.3 Mediation Training should not be more than 7 (seven) days.

6. CSOS OVERVIEW

CURRENT OFFICES THAT NEED TRAINING.

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

- 6.1.5 Polokwane Satellite Office (LP) Office C6, Standard Bank Square, Building 5, Schoeman Street, Polokwane.
- 6.1.6 George Satellite Office (WC) 14 CJ Langenhoven Road, George Central, George.
- 6.1.7 Ballito Satellite Office (KZN), Regency House in Ballito.
- 6.1.8 Bloemfontein Satellite Office situated at Suite 11, Hydro Park 2, 135-141 President Reitz Avenue, West-dene, Bloemfontein.
- 6.1.9 Mbombela Satellite Office (MPL), The Pinnacle: 1 Parkin Street Suite 404.
- 6.1.10 Rustenburg Satellite Office situated at New Height, 67 Brink Street, Rustenburg.

7. PROJECT EVALUATION CRITERIA

7.1 SUPPLY CHAIN MANAGEMENT COMPLIANCE REQUIREMENTS

Documents required	Comply/ not comply 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/letter from SARS	
Fully completed SBD documents (1,3.3,4 &6.1)	

7.2 MANDATORY REQUIREMENTS

- 7.2.1 Bidders who fail to comply with all the mandatory requirements will not be further evaluated for Price and specific goals and they will be disqualified.

DOCUMENTS REQUIRED	COMPLY/ NOT COMPLY
CV of the facilitator must be attached to demonstrate at least 5 years of experience conducting training or lecturing and/or teaching.	

The facilitator should hold an LLB degree. Submit certified copies of qualifications not older than 6 months from the closing date	
Proof of course (mediation training) accreditation with the relevant SETA for the bidder.	

8. PRICE & SPECIFIC GOALS

Pricing Instructions

In order to facilitate a transparent selection process that allows equal opportunity to all bidders, CSOS has a Supply Chain Management policy that will be adhered to. Proposals will be evaluated in terms of the prevailing Supply Chain Management policy applicable to CSOS and it should be noted that proposals will be assessed using the 80/20 formula (preference points system) for Price and specific goals as per the PPPFA and CSOS Preferential Procurement Policy.

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

CRITERIA	SUB CRITERIA	SUBSTANTIATION	WEIGHTING/POINTS
Price	Detailed budget breakdown	Attach quotation on the company letterhead as per pricing schedule on SBD 3.3	80
Specific goals	CSD report reflecting that company is at least 51% or more black-owned by the below-designated group: • 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. • EME or QSE owned by 51% or more black people living in rural or underdeveloped areas or townships.	Detailed (Full Registration) CSD Report	20 Bidders will claim points as per SBD6.1

	• EME or QSE owned by 51% or more black people. • 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.		
Total Points for Price and Specific Goals			100

7.3 PRICE BREAKDOWN

Description	Costing per learner (R)
Course Materials	R
Certificates	R
Assessment/POE	R
Cost of facilitating the training	R
Other (bidder to specify)	
Subtotal	R
VAT @15% (if applicable)	R
Total (VAT incl)	R

9. TIMELINE OF THE BID PROCESS

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

10. DURATION OF THE CONTRACT

10.1 It upon delivery of the required services.

11. SERVICE PROVIDER RESPONSIBILITIES

11.1 The contractor must hold a record of their staff details. To the extent required from time to time by the Facilities Manager, the contractor shall provide a list of their security personnel, showing the details of the change in the staff assigned to the contract.

11.2 The bidder must comply with all requirements of the Firearms Control Act 60 of 2000. The

security company and its relevant employees must have valid firearm licenses and must conduct refresher training at regular intervals. The armed security officers must provide valid competency certificates by the South African Police Service. The Police Clearance must be no older than 6 months before deployment.

- 11.3 The security company should also be compliant with the Occupational Health and Safety Act (OHSA), Compensation for Occupational Injuries and Diseases (COIDA), and the Basic Condition of Employment Act.
- 11.4 Bidders must provide proof of public liability insurance cover of at least R10 million. Any losses/ damages incurred by the CSOS because of negligence by the security guards or any breach of the conditions listed above may result in the CSOS terminating the contract (by the provisions of the service level agreement or, the CSOS reserves the right to withhold such damages from amounts payable to the service provider. Upon discovering such damages/ losses, security guards will be required to report the incident to their immediate supervisor, who will notify the CSOS project manager.
- 11.5 The CSOS project manager will be responsible for opening a case at the local police station for investigation. It is the responsibility of the service provider to ensure that guards are remunerated accordingly. If during the term of appointment, it comes to the attention of the CSOS, that any of the provisions listed above are not being complied with, the CSOS reserves the right to terminate the services of the service provider by provisions of the Service Level Agreement that will be entered into upon appointment.
- 11.6 The CSOS reserves the right to conduct thorough criminal and background checks in respect of the selected bidders, their directors, and staff. The appointment of the successful bidder will be done subject to positive background checks.

12. SUPPLIER DUE DILIGENCE

- 12.1 The CSOS will conduct supplier due diligence before the final award or at any time during the contract period. This will include site visits and requests for additional information.

13. LATE BIDS

- 13.1 Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the bidder(s).

14. COUNTER CONDITIONS

- 14.1 Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

15. FRONTING

- 15.1 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, equitable, transparent, and legally compliant manner. Against this background, the government condemns any form of fronting.
- 15.2 The Government, in ensuring that bidders honestly conduct themselves 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 not exist. Failure to do so within days from the 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 years, in addition to any other remedies CSOS may have against the bidder/contractor concerned.

16. CONTACT AND COMMUNICATION

- 16.1 A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Mr. Mlondolozzi Vava: mlondolozzi.vava@csos.org.za Cell: 073 781 1049 for technical enquires. Further information regarding supply chain matters can be sent via email to Ms Jabulile Sithole: Jabulile.sithole@csos.org.za or at Tel: 066 302 5937 for SCM enquires.
- 16.2 The delegated office of CSOS may communicate with bidder(s) where clarity is sought in the bid proposal.
- 16.3 Any communication to an official or a 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.
- 16.4 All communication between the Bidder(s) and CSOS must be done in writing.

- 16.5 Whilst all due care has been taken in connection with the preparation of this bid, The 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. The CSOS and its employees and advisors will not be liable for any information communicated which may not be accurate, current, or complete.
- 16.6 If Bidder(s) finds 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 to give the CSOS an opportunity to consider what corrective action is necessary (if any).
- 16.7 Any actual discrepancy, ambiguity, error, or inconsistency in the bid or any other information provided by CSOS will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice. All persons (including bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the
- 16.8 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 response to this Bid.

17. SUBMISSION OF PROPOSALS

- 17.1 Proposal documents should be submitted to the following email address: quotations1@csos.org.za on or before the closing date and time.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
BID NO: RFQ102-2024: THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE MEDIATION TRAINING FOR CSOS DISPUTE RESOLUTION STAFF.

CLOSING TIME 12h00 ON 05 December 2024.

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.....

Description	Costing per learner (R)
Course Materials	R
Certificate	R
Assessment/POE	R
Cost of facilitating the training	R
Other (Bidder to specify)	R
Subtotal	R
VAT @15% (if applicable)	R
Total (VAT incl)	R

Signature (Bidder)

Date

- The financial proposal for this assignment should cover for all assignment activities as per terms of reference.
- Period required for commencement with project after acceptance of bid _____
- Are the rates quoted firm for the full period? Yes/No
- If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Technical enquiries regarding bidding procedures may be directed to:

Mlondolozzi Vava

Tell: (010) 593 0533

E-mail address: mlondolozzi.vava@csos.org.za

Supply Chain queries may be directed to:

Jabulile Sithole

Tell: (010) 593 0533

Email: quotations1@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 interest¹ 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

¹ 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 consortium² 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

² 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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	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:

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

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = 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)
1. EME or QSE owned by 51 % or more black person woman	5	
2. EME or QSE owned by 51 % or more black person youth	4	
3. EME or QSE owned by 51 % or more black person living with disability.	2	
4. EME or QSE owned by 51 % or more black person who is military veteran	2	
5. EME or QSE owned by 51 % black people living in rural or underdeveloped areas or township	3	
6. EME or QSE Co-operative owned by 51% or more black people	3	
7. 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.

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

SURNAME AND NAME:

DATE:

ADDRESS: