



## correctional services

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

BID NO: HO1 /2026

BD2.1

Dear Bidder

**BID NUMBER: HO1/2026: APPOINTMENT OF AN INDEPENDENT SANAS ACCREDITED SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF CORRECTIONAL SERVICES WITH INSPECTION AND TESTING OF TEXTILES, CLOTHING, FOOTWEAR AND MISCELLANEOUS ITEMS SUCH AS METAL BADGES AND INSIGNIA FOR A PERIOD OF THREE YEARS.**

1. You are hereby invited to bid for requirements of the National Department of Correctional Services
2. Bidders need to carefully scrutinize the content of the bidding documents to acquaint themselves with the contents thereof and minimize the risk of disqualification.
3. **Bidders should take note of the following important information relating to the bidding process:**
  - 3.1 The closing date of the bid will be on **22 September 2026** at 11h00 am and will be valid for a period of one hundred and eighty (180) days after the closing date.
  - 3.2 Bids must be submitted in sealed envelope hard copy (legal binding proposal) clearly marked as original. The name and address of the bidder, the bid number and closing date must be indicated on the envelope.
  - 3.3 The bid must be addressed to the Department of Correctional Services and be deposited into the tender box not later than the closing date and time of the bid. **The tender box is located at POYNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA**
  - 3.4 It is the responsibility of bidders to ensure that bids are placed in the tender box located at the address stipulated in the document before the closing date and time. No late bids will be accepted.
  - 3.5 It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD) prior to submitting their bid proposal.
  - 3.6 It is a legislative requirement that successful bidders are tax compliant at award stage in line with National Treasury instruction note 9 of 2017/2018.
  - 3.7 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.
  - 3.8 All bid enquiries must be communicated via email provided on SBD 1 by no later than **22 September 2026**. Any queries communicated after the date indicated will not be responded to.
  - 3.9 Bidder need to initialize each page of the bid document.

Yours faithfully

FOR NATIONAL COMMISSIONER:  
DEPARTMENT OF CORRECTIONAL SERVICES  
MKP NTSOANE  
DIRECTOR: PROCUREMENT ADMINISTRATION  
DATE: 28/08/2026

**DOCUMENT CHECK LIST**

Bidders are requested to use the checklist below to *tick and indicate where the information is annexured* in the proposal.

| NO | DOCUMENTS                                                                                                                                                                                                                                                                                                                                            | INDICATE ANNEXURE | TICK |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|------|
| 1. | Central Supplier Database Registration Report (CSD)                                                                                                                                                                                                                                                                                                  |                   |      |
| 2. | Bidder's profile                                                                                                                                                                                                                                                                                                                                     |                   |      |
| 3. | Bidders must submit proof of ability/ capability to test/ inspect miscellaneous items such as metal badges and insignia together with their bid documents. Provide at least two (2) inspection/test reports not older than five (5) years. Failure to submit the required report will invalidate your bid.                                           |                   |      |
| 4. | Certified copies of Identity Documents of Directors/Members/Shareholders                                                                                                                                                                                                                                                                             |                   |      |
| 5. | Proof of valid SANAS accreditation for the inspection / testing for textiles, clothing, footwear and leather. Proof of SANAS accreditation must be provided in cases where the bidder is not accredited for textiles, clothing, footwear and leather and where formal agreement has been entered into with other SANAS accredited service providers. |                   |      |
| 6. | Authorized signatory letter to sign the bid document                                                                                                                                                                                                                                                                                                 |                   |      |



**FULL DETAILS OF BIDDER**

**COMPANY NAME** : \_\_\_\_\_

**CONTACT PERSON** : \_\_\_\_\_

**DATE** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**TELEPHONE NUMBER** : \_\_\_\_\_

**CELLULAR NUMBER** : \_\_\_\_\_

**PHYSICAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**POSTAL ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF BIDDER** : \_\_\_\_\_

**INDEX**

Bidders are to ensure that they receive all pages of this document, which consists of the following Structure of Proposals.

| <b>SECTION</b> | <b>DESCRIPTION</b>                                                                               | <b>PAGE NUMBER</b> |
|----------------|--------------------------------------------------------------------------------------------------|--------------------|
| Section 1      | Invitation to Bid (SBD1)                                                                         |                    |
| Section 2      | Bidders Disclosure (SBD 4)                                                                       |                    |
| Section 3      | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) |                    |
| Section 4      | General Conditions of Contract                                                                   |                    |
| Section 5      | Consent and Acknowledgments in terms of the Protection of Personal Information Act 2013 (POPIA). |                    |
| Section 6      | Pricing schedule SBD 3.3                                                                         |                    |
| Section 7      | Task Directive                                                                                   |                    |
| Section 8      | Special Conditions of the Bid                                                                    |                    |



## GLOSSARY

|                  |                                                                                                                                                                                                                                                                                                                                                            |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Award            | Conclusion of the bid process and the final notification to the successful bidder                                                                                                                                                                                                                                                                          |
| Bid              | Written offer in a prescribed form in response to an invitation by the Department of Correctional Services for the provision of goods, works or services.                                                                                                                                                                                                  |
| Bidder           | Organization with whom DCS will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid.                                                                                                                                                                              |
| Due diligence    | The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses                                                                                                                                                                                                             |
| Mandatory        | A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. <b>Non-submission means no further evaluation of the bidder.</b>                                                                                                                                                                                       |
| Original Ink     | Tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in <b>original ink</b> . A signature/initial must be made by hand in black ink. Bidders must not use pencil to complete or sign the bid document as this will lead to a disqualification. |
| Service Provider | Means any individual or entity that is contracted by the Department of Correctional Services to render goods or services.                                                                                                                                                                                                                                  |
| Specific Goals   | Means specific goals as contemplated in section 2 (1) (d) of the Preferential Procurement Policy Framework Act, 2000.                                                                                                                                                                                                                                      |
| Original Bid     | Original document signed in ink                                                                                                                                                                                                                                                                                                                            |
| BAFO             | Best and Final Offer                                                                                                                                                                                                                                                                                                                                       |
| B-BBEE           | Broad-Based Black Economic Empowerment                                                                                                                                                                                                                                                                                                                     |
| DCS              | Department of Correctional Services                                                                                                                                                                                                                                                                                                                        |
| DTI              | Department of Trade and Industry                                                                                                                                                                                                                                                                                                                           |
| EME              | Exempt Micro Enterprises                                                                                                                                                                                                                                                                                                                                   |
| GCC              | General Conditions of Contract                                                                                                                                                                                                                                                                                                                             |
| HDI              | Historically Disadvantaged Individual                                                                                                                                                                                                                                                                                                                      |
| IP               | Intellectual Property                                                                                                                                                                                                                                                                                                                                      |
| NIPP             | National Industrial Participation Programme                                                                                                                                                                                                                                                                                                                |
| NT               | National Treasury                                                                                                                                                                                                                                                                                                                                          |
| PPPFA            | Preferential Procurement Policy Framework Act                                                                                                                                                                                                                                                                                                              |



## **correctional services**

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|          |                                             |
|----------|---------------------------------------------|
| PPR 2022 | Preferential Procurement Regulations 2022   |
| QSE      | Qualifying Small Enterprise                 |
| RDP      | Reconstruction and Development Programme    |
| RoE      | Rate of Exchange                            |
| SABS     | South African Bureau of Standards           |
| SANAS    | South African National Accreditation System |
| SANS     | South African National Standards            |
| SARS     | South African Revenue Service               |
| SBD      | Standard bidding document                   |
| SCC      | Special Conditions of Contract              |
| SCM      | Supply Chain Management                     |
| SLA      | Service Level Agreement                     |
| TCC      | Tax Clearance Certificate (Pin)             |
| VAT      | Value-Added Tax                             |



## SECTION 1

## INVITATION TO BID

## SBD1

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CORRECTIONAL SERVICES: ALL REGIONS**

|             |          |               |                   |               |          |
|-------------|----------|---------------|-------------------|---------------|----------|
| BID NUMBER: | HO1/2026 | CLOSING DATE: | 22 September 2026 | CLOSING TIME: | 11H00 AM |
|-------------|----------|---------------|-------------------|---------------|----------|

|             |                                                                                                                                                                                                                                                                      |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION | APPOINTMENT OF AN INDEPENDENT SANAS ACCREDITED SERVICE PROVIDER TO ASSIST THE DEPARTMENT OF CORRECTIONAL SERVICES WITH INSPECTION AND TESTING OF TEXTILES, CLOTHING, FOOTWEAR AND MISCELLANEOUS ITEMS SUCH AS METAL BADGES AND INSIGNIA FOR A PERIOD OF THREE YEARS. |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**POYNTONS-BUILDING  
WEST BLOCK  
124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET)  
PRETORIA  
0002**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

E-MAIL ADDRESS [Lina.makgaila@dcs.gov.za](mailto:Lina.makgaila@dcs.gov.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:                                                                                                |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

**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, 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 (SBD7.1).**

#### 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](http://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 PIN 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: .....



**SECTION 2**

**BIDDER'S DISCLOSURE**

**SBD 4**

**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 |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

<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.



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



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- 3.7 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 Department of Correctional Services (DCS) 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



**SECTION 3**

**SBD 6.1**

**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 PREFERENCE POINT SYSTEM**

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:

|                                           | 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:

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender





### **3.2. FORMULA 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:

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

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)<br>(To be completed by the organ of state) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Women                                                       | 7                                                                                    |                                                                              |
| Youth                                                       | 6                                                                                    |                                                                              |
| Black                                                       | 5                                                                                    |                                                                              |
| People living with disabilities                             | 2                                                                                    |                                                                              |
|                                                             | 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 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:



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- 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:** .....

.....

.....

.....



## **SECTION 4**

### **General Conditions of Contract**

#### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bid documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign



capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bid price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bid documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bid documents.





- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bid documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:





- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bid documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

8.1 All pre-bid testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.

Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.



**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery  
and documents**

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental  
services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts**

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:



- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.



- 17. Prices**                      17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**                      18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**                      19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Penalties**                      20.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 21. Termination for default**                      21.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 21.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 21.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.
- 21.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated





fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

21.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

21.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction'
- (c) the period of restriction; and
- (d) the reasons for the restriction.

These details will be loaded in the National Treasury's central data base of suppliers or persons prohibited from doing business with the public sector.

21.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities, Act No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury Website.

**22. Anti-dumping  
and  
countervailing  
duties and rights**

22.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**23. Force  
Majeure**

23.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.



- 23.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 24. Termination for insolvency**
- 24.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 25. Settlement of Disputes**
- 25.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 25.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 25.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 25.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 26. Limitation of liability**
- 26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 27. Governing language**
- 27.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English





**28. Applicable law**

28.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**29. Notices**

29.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

29.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**30. Taxes and duties**

30.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

30.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

30.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**31. National Industrial Participation (NIP) Programme**

31.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

31.1 In terms of Section 4(1)b)(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by

association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bid (or bid rigging).

**32. Prohibition of Restrictive Practices**

32.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

32.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.



## **SECTION 5**

### **CONSENT AND ACKNOWLEDGMENTS IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPI)**

This section sets out how personal information will be collected, used and protected by Department of Correctional Services hereinafter referred to as “department of correctional services, as required by the Protection of Personal Information Act. The use of the words “the individual” for the purposes of this document shall be a reference to any individual (bidder) communicating with **DCS** and/or concluding any agreement, registration or application, with the inclusion of each of those individuals referred to or included in terms of such agreement, registration or application.

#### **1. What is personal information?**

The personal information that department of correctional services requires relate to names and surnames, birth dates, identity numbers, passport numbers, demographic information, education information, occupation information, health information, addresses, memberships, and personal and work email and contact details.

#### **2. What is the purpose of the collection, use and disclosure (the processing) of personal information?**

Department of correctional services is legally obligated to collect, use and disclose personal information for the purposes of:

- 2.1 reporting initiatives to the DCS ;
- 2.2 reporting to National Treasury all contracts awarded;
- 2.3 obtaining information related to Tax Compliance information from SARS;
- 2.4 verifying information on the National Treasury database of defaulters;
- 2.5 evaluating and processing applications for registration on the database;
- 2.6 evaluation of quotations and/or bids;
- 2.7 compiling statistics and other reports;
- 2.8 providing personalised communications;
- 2.9 validation of information
- 2.10 complying with the law; and/or
- 2.11 For a purpose that is ancillary to the above. Personal information will not be processed for a purpose other than what is identified (the purpose) above without obtaining consent beforehand.



**3. How will DCS process personal information?**

The DCS will only collect personal information for the purpose as stated above. Information will be collected in the following manner:

- 3.1 directly from the individual;
- 3.2 from service providers who provided with services or goods to department of correctional services;
- 3.3 from department of correctional services own records relating to previous supply of services or goods; and/or
- 3.4 from a relevant public or equivalent entity.

**4. To whom will personal information be disclosed?**

The personal information may be disclosed to other relevant public or other entities on whose behalf we act as intermediaries, other third parties referred to above in relation to the purpose or who are sources of personal information, service providers such as professional bodies who operate across the borders of this country (trans border flow of information) where personal information must be sent in order to provide the information and/or services and/or benefits requested or applied for. In the event of another party/ies acquiring all of or a portion of **DCS** mandate or functions, personal information will be disclosed to that party but they will equally be obliged as we are, to protect personal information in terms of this **document and other applicable documents**.

**5. Consent and Permission to process personal information:**

I hereby agree with the request and provide authorisation to the DCS to process the personal information provided for the purpose stated:

- 5.1 I understand that withholding of or failure to disclose personal information will result in department of correctional services being unable to perform its functions and/or any services or benefits I may require from department of correctional services
- 5.2 Where I shared personal information of individuals other than myself with department of correctional services I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.



5.3 To this end, I indemnify and hold department of correctional services not responsible in respect of any claims by any other person on whose behalf I have consented, against department of correctional services should they claim that I was not so authorised.

5.4 I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.

5.5 I will not hold department of correctional services responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

**6. Rights regarding the processing of personal information:**

6.1 The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide department of correctional services with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if department of correctional services agrees to same in writing. department of correctional services specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.

6.2 In order to withdraw consent, please contact the department of correctional services /SCM.

6.3 A copy of the full department of correctional services policy is available.

6.4 Individuals are encouraged to ensure that where personal information has changed in any respect to notify department of correctional services so that our records may be updated. department of correctional services will largely rely on the individual to ensure that personal information is correct and accurate.

6.5 The individual has the right to access their personal information that department of correctional services may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:

6.6 the information comes under legal privilege in the course of litigation,

6.7 the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,



## **correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**BID NO: HO1 /2026**

- 6.8 giving access may cause a third party to refuse to provide similar information to department of correctional services,
- 6.9 the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- 6.10 the information as it is disclosed may result in the disclosure of another person's information,
- 6.11 the information contains an opinion about another person and that person has not consented, and/or
- 6.12 the disclosure is prohibited by law.

Signature bidder:

|                  |       |
|------------------|-------|
| Name: _____      | Date: |
| Signature: _____ |       |



**SECTION 6****SBD 3.3****PRICING SCHEDULE**  
**(Professional Services)****NAME OF BIDDER: ..... BID NO: HO 1/2026****CLOSING TIME 11:00 AM ON 22 September 2026**

OFFER TO BE VALID FOR 180 DAYS FROM THE CLOSING DATE OF BID.

| ITEM<br>NO | DESCRIPTION | BID PRICE IN RSA CURRENCY<br>(ALL APPLICABLE TAXES INCLUDED) |
|------------|-------------|--------------------------------------------------------------|
|------------|-------------|--------------------------------------------------------------|

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT INSPECTION AND TESTING OF TEXTILES, CLOTHING, FOOTWEAR AND MISCELLANEOUS ITEMS SUCH AS METAL BADGES FOR A PERIOD OF THREE (3) YEARS: DEPARTMENT OF CORRECTIONAL SERVICES****ITEM 1** NON-MARK BEARING ITEMS, INCLUDING PRE-PRODUCTION  
SAMPLES, CONSIGNMENT INSPECTIONS, ISSUING OF REPORTS,  
MEETINGS WITH THE DEPARTMENT, TRAVEL AND ACCOMMODATION.

|                           |       |                                                           |
|---------------------------|-------|-----------------------------------------------------------|
| TEXTILES                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| CLOTHING                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| FOOTWEAR                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| LEATHER                   | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| METAL BADGES AND INSIGNIA | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |

**ITEM 2** MARK BEARING ITEMS, INCLUDING PRE-PRODUCTION  
SAMPLES, CONSIGNMENT INSPECTIONS, ISSUING OF  
REPORTS, MEETINGS WITH THE DEPARTMENT, TRAVEL  
AND ACCOMMODATION.

|                           |       |                                                           |
|---------------------------|-------|-----------------------------------------------------------|
| TEXTILES                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| CLOTHING                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| FOOTWEAR                  | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| LEATHER                   | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |
| METAL BADGES AND INSIGNIA | ..... | % OF THE VALUE OF AN ORDER<br>PLACED ON A SUPPLIER OF DCS |

NOTE: A certified copy of a valid SANAS certificate of accreditation must be included in the bid proposal.



## **correctional services**

Department:  
Correctional Services  
REPUBLIC OF SOUTH AFRICA

**BID NO: HO1 /2026**

Period required for commencement with project after acceptance of bid .....

Estimated man-days for completion of project .....

---

Any enquiries regarding bidding procedures may be directed to the –

Department of Correctional Services

Ms. L MAKGAILA  
Tel: (012 305 8483  
Fax: (012) 323 5621



**SECTION 7**

**TASK DIRECTIVE**

**1. INTRODUCTION**

The Department of Correctional Services (DCS) requires the services of a SANAS (South African National Accreditation System) accredited authority to assist with the inspection and testing of textile, clothing, footwear, leather and miscellaneous items such as metal badges and insignia for compliance with product specifications.

**2. OBJECTIVE**

2.1 The DCS wishes to appoint an independent **SANAS ACCREDITED** inspection institution to assist with inspections and testing of the following:

- Textiles
- Clothing
- Footwear
- Leather
- Miscellaneous items such as metal badges and insignia

as and when required.

2.2 **The following is required to ensure that DCS obtains value for money.**

- Inspection of pre-production samples of successful bidder(s) before commencing with production.
- Consignment inspection to ensure compliance with approved specifications prior to delivery to DCS.
- Inspection / testing of samples as and when required by DCS.
- Issuing of reports / certificates regarding the outcome / findings of the consignment inspection to both DCS and the supplier.
- Ensure that corrective steps are initiated to ensure that a product to be delivered complies with the specification.
- To conduct testing / inspections at DCS's and/or contractor's premises on request of DCS as and when necessary.



- To provide DCS with reliable and accountable information in order to take proper decisions on matters of non-compliance, discounts to be considered, etc.

**2.3 The objectives of the services to be provided by successful bidder are as follows:**

- Efficiently manage and control the inspection and testing of the requirements of DCS.
- Manage the sampling and selection of items referred for testing / inspection.
- Provide inspection reports / certificates to DCS.
- Provide results of testing / inspection to supplier.
- Adhere to the turnaround times in the inspection and testing processes as per contract.
- Keep and maintain a detailed record of all suppliers' performance per contract for future purposes in order to assist DCS with the selection processes.
- Monitor the manufacturing of related goods to ensure that problems experienced are rectified.

**3. REQUIREMENTS**

- 3.1 The successful bidder will be required to render all the above mentioned services and where prospective service providers have experience and skills limited to a specific discipline, they are encouraged to enter into formal agreement with other SANAS accredited service providers in order to satisfy the full scope of the specified requirements.

It is the responsibility of the bidders to ensure that sufficient qualified staff is available to ensure that inspections / testing are conducted in the shortest possible time to the advantage of DCS. The successful bidder should be available to attend meetings between DCS and manufacturers as and when required,

**4. PROPOSAL**

- 4.1 Bidders must please provide a detailed methodology on all the facets that is required to carry out, manage and control the total inspection and testing function, addressing necessary procedures and documentation relating to the testing / inspection processes.

**4.1.1 The proposal must at least address the following and clearly marked as requested:**

- Staffing and management of each function (organogram) should be attached as **Annexure A**
- Inspection procedures (**Annexure B**)
- Testing procedures (**Annexure C**)
- Selection process of related goods that need to be inspected / tested. (**Annexure D**)



- Turnaround time with regard to various types of testing / inspections. **(Annexure E)**
  - Process regarding guidance and support to consider the acceptance of sub-standard products. **(Annexure F)**
  - Equipment available for testing. **(Annexure G)**
  - Details regarding financial stability of the company. **(Annexure H)**
  - Bidders must provide details of experience in testing and inspecting of textiles, clothing, footwear, leather, metal badges and insignia. **(Annexure I)**. Details must also include:
    - ✓ Relevant tests / inspections conducted during the past year, including a list of main clients. **(Annexure I1)**
    - ✓ Proof of SANAS accredited testing / inspection methods for textiles, clothing' footwear and leather. **(Annexure I2)**
    - ✓ Proof of testing/ inspection methods for miscellaneous items such as metal badges and insignia. **(Annexure I3)**
  - Qualification of key personnel. A name list and CV's of all persons that are proposed for these services, and an indication of task allocation(s) to each person. The person responsible for running and managing this project must also be clearly indicated. **(Annexure J)**
  - Provide details of the following billing processes **(Annexure K)**:
    - (a) Billing procedures.
    - (b) Frequency and conditions of billing.
    - (c) Example of invoice.
- Note:** No advance payments will be considered.
- Company profile including location of offices and testing facilities **(Annexure L)**

4.1.2 A certified copy of a **valid** SANAS accredited certificate must be included in the bid proposal. The successful bidder must provide DCS with a new certificate if accreditation expires during the contract period. **(Annexure M)**

## **5. DELIVERABLES**

5.1 The DCS requires that the successful bidder supply reports of the outcome of the test / inspections conducted not later than seven (07) working days after the testing / inspection was conducted.





## **correctional services**

Department:  
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- 5.2 Advise DCS on the acceptance of sub-standard products and possible discounts that could be considered in cases where a sub-standard item is still fit for its end use.
- 5.3 It will be expected from the successful bidder to provide clear and detailed recommendations in all testing and inspection reports, to support DCS in decision making regarding acceptance / non-acceptance of items.
- 5.4 The testing / inspection reports / certificates must be submitted in signed hard copy format and electronically on request.



**SECTION 8**

**SPECIAL CONDITIONS OF CONTRACT**

**1. INTRODUCTION**

- 1.1 This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).
- 1.2 The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 These conditions form part of the bid and failure to comply therewith may invalidate the bid.

**2. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH**

- 2.1 Bidders must ensure that all certified copies comply with the regulation governing the administering of an oath or affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with this regulation will be regarded as invalid.
- 2.2 **The date of certification of the original on all copies submitted should not be older than six (6) months.**

**3. CONTRACT PERIOD**

- 3.1 The contract shall be for a period of three (3) years from signing of a contract.

**4. RESPONSE FIELDS**

- 4.1 It is imperative that bidders submit responsive bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the bid document.
- 4.2 Unless specifically provided for in the bid document, no bids transmitted by telegram, facsimile or similar apparatus shall be considered.
- 4.3 The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.
- 4.4 The bid forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant institution. Additional offers made in any other manner may be disregarded.



- 4.5 Bidders shall check the numbers of the pages and satisfy them that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated.
- 4.6 Failure on the part of the bidder to sign this bid form (SBD 1) and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specification in all respects, may invalidate the bid.
- 4.7 The preference claim and other relevant forms, if attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in together with the bid.
- a) Original BEE Certificate or original certified copy of BEE certificates issued by Verification Agency accredited by SANAS (Accessible at [www.SANAS.co.za/directory/bbEE.default.PHP](http://www.SANAS.co.za/directory/bbEE.default.PHP));
  - b) Sworn affidavits (original or a original certified copy thereof) in terms of Exempted Micro Enterprise/ Quality Small Enterprise;
  - c) Cipro Certificates (CIPC); and
  - d) Certified copy of the identity books of all the Directors/members/ shareholders/trustees who are actively involved with the company.

**5. DELIVERABLES**

- 5.1 Successful bidder will be expected to comply with the deliverables as detailed in the task directive. (Paragraph 5 of the task directive).

**6. CSD REGISTRATION**

- 6.1 The Central Supplier Database (CSD) and the eFiling system are the approved methods of verifying tax compliance of bidders.
- 6.1 Bidder must therefore be registered on the Central Supplier Database (CSD) and provide its CSD number and TCS Pin as per SBD 1.
- 6.2 When consortiums/ joint ventures/ sub-contractors are involved, each party must be registered on the Central Suppliers Database. Their tax compliance status will be verified through the Central Suppliers Database.
- 6.3 It is a requirement that bidder's grant a written confirmation when submitting this bid that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting this bid such confirmation is deemed to have been granted.
- 6.4 **Tax matters of the recommended bidder will be handled according to the National Treasury Instruction No 9 of 2017/2018.**



**7. VALUE ADDED TAX**

- 7.1 All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

**8. SUBMISSION OF BIDS**

- 8.1 Bidders are required to submit their proposals in one (1) envelope:

**8.2 Administrative requirements**

- 8.2.1 Full contact details for the bidder, as well as names with ID numbers of directors of the bidding company and, if applicable, of each Joint Venture or Consortium member (Business registration documents).
- 8.2.2 Valid and original or originally certified copy of the B-BBEE Status Level Verification Certificate together with their bids, to substantiate their B-BBEE rating claims as per SBD 6.1 and certified sworn affidavit to claim B-BBEE points.
- 8.2.3 Fully completed and signed SBD 1 (without pricing) – Invitation to bid.
- 8.2.4 Fully completed and signed SBD 4- Bidder's disclosure.
- 8.2.5 Fully completed and signed SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- 8.2.6 Central Supplier Database (CSD) /MAAA..... number, a fully updated CSD report (not summarized) must be submitted
- 8.2.7 The bidder's response / proposal information required by all stipulations outlined in the Task Directive.

**9. EVALUATION CRITERIA**

- 9.1 The evaluation criteria will comprise of three (3) phases as outlined below:

| Phase 1                                | Phase 2                                    | Phase 3                                                               |
|----------------------------------------|--------------------------------------------|-----------------------------------------------------------------------|
| <b>Mandatory Requirements</b>          | <b>Functionality Evaluation</b>            | <b>Preferential Points System Price and Specific Goals Evaluation</b> |
| Compliance with mandatory requirements | Evaluates the bid against the set criteria | Price and specific goals evaluation                                   |



|                                                                                                                                               |                                                                                                                                                                    |                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Bidders must submit the documents as outlined in paragraph 10. Only bidders that comply with these requirements will be evaluated in Phase 2. | Bidder(s) are required to achieve a minimum of 70 points out of 100 points for the technical evaluation criteria to proceed to Phase 3 (Price and Specific Goals). | Bidder(s) will be evaluated in terms of paragraph 12 of this bid document for price and applicable specific goals. |
|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|

**10. PHASE 1: MANDATORY CRITERIA**

Only bids complying with all requirements as stipulated in the General Conditions and Special Conditions of Contract will be regarded as acceptable.

The following mandatory criteria must be strictly adhered to. Non-compliance with these criteria will automatically invalidate your bid.

- 10.1 Proof of valid SANAS accreditation for the inspection / testing for textiles, clothing, footwear and leather. Proof of SANAS accreditation must be provided in cases where the bidder is not accredited for textiles, clothing, footwear and leather and where formal agreement have been entered into with other SANAS accredited service providers.
- 10.2 Bidders must submit proof of ability/ capability to test/ inspect miscellaneous items such as metal badges and insignia together with their bid documents. Provide at least two (2) inspection/test reports not older than five (5) years. Failure to submit the required report will invalidate your bid.
- 10.3 Pricing in the format as required in the SBD 3.3 Pricing Schedule (as a percentage). Please note that only firm prices (percentages) for the three (3) year period will be accepted.
- Bidders must be able to test all Orders irrespective of an amount of the order. SBD 3.1 will be utilised to verify any counter conditions.

- Only bidders who comply with all the mandatory criteria will proceed to phase two (2).

**11. PHASE 2 (FUNCTIONALITY EVALUATION)**

- 11.1 The following criteria and weights will be applied during phase 2 of the evaluation process.

| CRITERIA                                                                                                                                                                                                  | WEIGHT | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                           |        |                        |                                                                                                                                                                                                                                              |
| <b>A: QUALITY OF THE METHODOLOGY</b><br><br>The bidder must demonstrate a thorough understanding of the objectives and deliverables of the assignment. The bidder must provide a detailed proposal of the | 60     | 0                      | No proposal methodology submitted.                                                                                                                                                                                                           |
|                                                                                                                                                                                                           |        | 1                      | Proposal methodology used to inspection with one of the following: <ul style="list-style-type: none"><li>- testing procedures</li><li>- process regarding guidance and support to consider the acceptance of sub-standard products</li></ul> |



| CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | WEIGHT | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>methodology/approach to be used to carry out the scope of the work and the proposal must outline the following:</p> <ul style="list-style-type: none"> <li>• Inspection procedures</li> <li>• Testing procedures</li> <li>• Selection process of textiles, clothing, footwear, leather, metal badges and insignia that need to be inspected and tested.</li> <li>• Turnaround time with regard to various types of inspections and testing.</li> <li>• Process regarding guidance and support to consider the acceptance of sub-standard products.</li> <li>• Equipment available for the testing of textiles, clothing, footwear, leather, metal badges and insignia that need to be tested.</li> </ul> |        |                        | <ul style="list-style-type: none"> <li>- and equipment available for testing of carry scope of work testing and inspection for textiles, clothing, footwear, leather, metal badges and insignia</li> </ul>                                                                                                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        | 2                      | <p>Proposal methodology used to inspection with two of the following:</p> <ul style="list-style-type: none"> <li>- testing procedures</li> <li>- turnaround time regarding various types of inspection and testing</li> <li>- process regarding guidance and support to consider the acceptance of sub-standard products and</li> <li>- equipment available for testing of carry scope of work testing and inspection for textiles, clothing, footwear, leather, metal badges and insignia</li> </ul>   |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        | 3                      | <p>Proposal methodology used to inspection with three of the following:</p> <ul style="list-style-type: none"> <li>- testing procedures</li> <li>- turnaround time regarding various types of inspection and testing</li> <li>- process regarding guidance and support to consider the acceptance of sub-standard products and</li> <li>- equipment available for testing of carry scope of work testing and inspection for textiles, clothing, footwear, leather, metal badges and insignia</li> </ul> |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |        | 4                      | <p>Proposal methodology used to inspection with four of the following:</p> <ul style="list-style-type: none"> <li>- testing procedures</li> <li>- turnaround time regarding various types of inspection and testing</li> </ul>                                                                                                                                                                                                                                                                          |





| CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WEIGHT | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |                        | <ul style="list-style-type: none"> <li>- process regarding guidance and support to consider the acceptance of sub-standard products and</li> <li>- equipment available for testing of carry scope of work testing and inspection for textiles, clothing, footwear, leather, metal badges and insignia</li> </ul>                                                                                                                                                                                                              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        | 5                      | <p>Detailed proposal methodology used to inspect all of the following:</p> <ul style="list-style-type: none"> <li>- Inspection procedures</li> <li>- Testing procedures, turnaround time regarding various types of inspection and testing</li> <li>- process regarding guidance and support to consider the acceptance of sub-standard products and</li> <li>- equipment available for testing of carry scope of work testing and inspection for textiles, clothing, footwear, leather, metal badges and insignia</li> </ul> |
| <p><b>B: EXPERIENCE RELEVANT TO ASSIGNMENT</b></p> <ul style="list-style-type: none"> <li>• Demonstrate experience in testing and inspection of textiles, clothing, footwear, leather, metal badges and insignia. The bidder must provide evidence of relevant experience in conducting inspections and tests on textiles, clothing, footwear, leather, metal badges and insignia (include copies of relevant tests and inspections conducted).</li> </ul> | 25     | 0                      | No relevant experience.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        | 1                      | <p>Relevant experience with one of the following:</p> <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul>                                                                                                                                                                                                           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        | 2                      | <p>Relevant experience with two of the following:</p> <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> </ul>                                                                                                                                                                                                                                                                                                                                                    |



| CRITERIA                                  | WEIGHT    | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                                                                                                       |
|-------------------------------------------|-----------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           |           |                        | <ul style="list-style-type: none"> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul>                                                                                                                                     |
|                                           |           | 3                      | <p>Relevant experience with three of the following:</p> <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul> |
|                                           |           | 4                      | <p>Relevant experience with four of the following:</p> <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul>  |
|                                           |           | 5                      | <p>Relevant experience with all of the following:</p> <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul>   |
| <b>C: QUALIFICATIONS OF KEY PERSONNEL</b> | <b>15</b> | <b>0</b>               | <p>No CVs and qualifications attached</p>                                                                                                                                                                                                                                                                             |



| CRITERIA                                                                                                                                                                                                                                                                                                                                      | WEIGHT | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li>• Provide CV's and qualifications of the lead inspector and personnel (inspector and tester) proposed for these services. The bidder must ensure that the personnel proposed for the services collectively have the knowledge, skills, abilities and experience necessary for the assignment.</li></ul> |        | 1                      | CVs and qualifications with one of the following: <ul style="list-style-type: none"><li>- conducting inspections and tests on textiles</li><li>- clothing</li><li>- footwear</li><li>- leather</li><li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li></ul>   |
|                                                                                                                                                                                                                                                                                                                                               |        | 2                      | CVs and qualifications with two of the following: <ul style="list-style-type: none"><li>- conducting inspections and tests on textiles</li><li>- clothing</li><li>- footwear</li><li>- leather</li><li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li></ul>   |
|                                                                                                                                                                                                                                                                                                                                               |        | 3                      | CVs and qualifications with three of the following: <ul style="list-style-type: none"><li>- conducting inspections and tests on textiles</li><li>- clothing</li><li>- footwear</li><li>- leather</li><li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li></ul> |
|                                                                                                                                                                                                                                                                                                                                               |        | 4                      | CVs and qualifications with four of the following: <ul style="list-style-type: none"><li>-conducting inspections and tests on textiles</li><li>- clothing</li></ul>                                                                                                                                         |



| CRITERIA               | WEIGHT     | SCORES TO BE ALLOCATED |                                                                                                                                                                                                                                                                                                                 |
|------------------------|------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                        |            |                        |                                                                                                                                                                                                                                                                                                                 |
|                        |            |                        | <ul style="list-style-type: none"> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul>                                                                                                                               |
|                        |            | 5                      | CVs and qualifications with all of the following: <ul style="list-style-type: none"> <li>- conducting inspections and tests on textiles</li> <li>- clothing</li> <li>- footwear</li> <li>- leather</li> <li>- metal badges and insignia (include copies of relevant tests and inspections conducted)</li> </ul> |
| <b>TOTAL</b>           | <b>100</b> |                        |                                                                                                                                                                                                                                                                                                                 |
| <b>THRESHOLD SCORE</b> | <b>70</b>  |                        |                                                                                                                                                                                                                                                                                                                 |

- Bidders will be expected to reach a minimum threshold score of 70% to be considered for further evaluation.

11.2 The Bid Evaluation Committee evaluates the bid against the set criteria indicated in the special conditions. A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be effected on a basis of consensus.

11.3 The following scoring matrix will be used for Phase 2:

| Very poor | Poor | Fair | Good | Very good | Excellent |
|-----------|------|------|------|-----------|-----------|
| 0         | 1    | 2    | 3    | 4         | 5         |

11.4 Only bidders who achieve the threshold score of 70% will be short-listed to proceed to phase 3.



12. PHASE 3 PREFERENTIAL POINTS SYSTEM - PRICE AND SPECIFIC GOALS EVALUATION

12.1 **PHASE 3 – PREFERENTIAL POINTS SYSTEM - PRICE AND SPECIFIC GOALS EVALUATION**

12.1.1 The 80/20 preference points system will apply in terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and responsive proposals will be adjudicated as follows:

- (a) Price (Maximum of 80 points)
- (b) Specific Goals (Maximum 20 points)

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P \min}{P \min} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

PMin = Price of lowest acceptable tender

**However, if it becomes unclear during the bidding process which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply, based on the lowest acceptable bid which will determine the applicable preference point system that will be used.**

12.1.3 A maximum of 20 points may be awarded for being a historically disadvantaged individual and/or achieving any of the specified goals.

12.1.4 The points out of 20 will be allocated as follows:

*Table 1: Specific goals (Preference Point System)*

| The specific goals in terms of this tender | Number of points allocated.<br>(80/20 system) | Proof required for claiming points                                                                                                                                             |
|--------------------------------------------|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Women – 51% or more ownership              | 7                                             | Affidavit (signed off by SAPS) confirming 51% or more women ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template. <b>NB: Certified or Original</b> |



|                                           |   |                                                                                                                                                                                                        |
|-------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Youth -51% or more youth owned            | 6 | Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template<br><b>NB: Certified or Original</b>                       |
| Black - 51% or more black owned           | 5 | Affidavit (signed off by SAPS) confirming 51% or more black ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template<br><b>NB: Certified or Original</b>                       |
| Disability - 51% or more disability owned | 2 | Medical certificate signed by doctor. The medical certificate must be accompanied by affidavit signed off by SAPS confirming 51% or more directorship for disable.<br><b>NB: Certified or Original</b> |

**Joint Ventures and Consortiums**

A trust, consortium, or joint venture will qualify for points for specific goals as indicated on table 6 above based on their B-BBEE certificate as a legal entity, provided that the entity submits their B-BBEE certificate/Sworn Affidavit. The certificate must have been issued by a verification agency accredited by SANAS.

A trust, consortium or joint venture will qualify for specific goals points as indicated on table 6 above as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. These B-BBEE certificates must have been issued by a SANAS accredited verification agency.

- (a) The points scored by a bidder in respect of the specific goals indicated above will be added to the points scored for price.
- (b) Bidders are required to complete the SBD 6.1 form to claim preference points.
- (c) Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim form will be considered for preference points.
- (d) Certification by a Commissioner of Oaths should not be dated older than six (6) months prior to the closing date of this bid.
- (e) Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed.





- (f) DCS may at any time, require a bidder to substantiate claims made with regard to preference points claimed.
- (g) Points scored will be rounded off to the nearest 2 decimals.
- (h) Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

**13. PRICE AND PRICE QUALIFICATION**

- 13.1 Prices for this contract are **firm**.
- 13.2 Prices shall be quoted in percentages.

**14. COMMUNICATION**

- 14.1 All bid-related and technical enquiries should be addressed to the email address mentioned in paragraph 14 below. No verbal or direct communication with any DCS officials will be allowed during the running period of the bid.
- 14.2 If a bidder finds or reasonably believes they have found any discrepancy, ambiguity, error or matters, the bidder must promptly notify DCS in writing of such discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DCS (other than minor administrative errors) in order to afford DCS an opportunity to consider what corrective action is necessary (if any).
- 14.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the DCS will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice. The corrections will be published on the same platforms where the bid was originally published.
- 14.4 All communication between the bidder and DCS during the bid advert period must be done in writing to the email address provided in paragraph 14.
- 14.5 DCS may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period, failure to do so may invalidate their bid.

**15. CONTACT DETAILS**

**15.1 Bid enquiries:**

Email address: [lina.makgaila@dcs.gov.za](mailto:lina.makgaila@dcs.gov.za)

Telephone number: 012 305 8483



**16. COUNTER CONDITIONS**

- 16.1 Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidations of such bids.

**17. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS**

- 17.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.
- 17.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.**
- 17.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Bidder's disclosure).

**18. FRONTING**

- 18.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
  - b) The Department of Correctional Services, 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 representations made in the bid documents.

**19. SERVICE COMPLIANCE**

- 19.1 The service shall strictly in accordance with the service level agreement signed with the Department of Correctional Services.

**20. RECOMMENDATION AND AWARD**

**20.1 Recommendation**

- 20.1.1 The Bid Evaluation Committee will recommend a preferred responsive bidder(s) based on the outcome of Phases 1 – 3 to Bid Adjudication Committee for award and approval.
- 20.1.2 The award of the Contract is subject to meeting ALL the requirements of the bid.



**20.2 Award**

- (a) A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and specific goals), unless objective criteria in terms of Section 2(1)(f) of the Act justify the award of the bid to another bidder.
- (b) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for Special Goals.
- (c) Should two or more bids be equal in all aspects, the award shall be decided by the drawing of lots.
- (d) DCS may award the bid to more than one contractor. DCS may use its discretion to determine the number of service providers whereby the awarding of the bid to more than one contractor will be based on the following factors
  - Cost effectiveness
  - Stimulation of market competition due to the nature of the commodity
  - Uplifting the designated groups as per the PPPFA Regulations, 2022

**21. SUPPLIER DUE DILIGENCE / VENDOR ASSESSMENT**

- 21.1 The Department will have the right to confirm the ability of bidders to carry out this contract successfully. This includes an investigation by the Department or its appointee, of the bidder's financial position, previous contracts carried out, availability of skills or knowledge, existing workload, after sales service, delivery periods, quality and quantity of products.
  - 21.1.1 Proof of ability/ capability to test/ inspect miscellaneous items such as metal badges and insignia. (Provide at least two (2) inspection/test reports not older than five (5) years.
  - 21.1.2 DCS reserves the right to conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/un-announced site visits. The due diligence process may be conducted to also determine the capability of the bidder to service a contract of this magnitude.
  - 21.1.3 It is the responsibility of the bidder to grant access to their premises, provide all the required information and answer all the questions during the due diligence process. Non-compliance with the requirement may disqualify the bid in whole or part thereof.
  - 21.1.4 During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof will disqualify the bid in whole or part thereof.
  - 21.1.5 DCS reserves the right to also conduct due diligence on the bidders' supplier(s) to confirm their capacity to serve as a service provider(s) to the bidder. It is the responsibility of the bidder to inform their supplier(s) of this requirement. Non-compliance with the requirement may disqualify the bid in whole or part thereof.



21.1.6 The premises/factory of the bidder and or his supplier(s) should be open at all reasonable hours for the inspection by a representative of DCS as part of the due diligence process. Non-compliance with the requirement may disqualify the bid in whole or part thereof.

21.1.7 Due diligence may also be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.

21.1.8 Bidders must note that the outcomes of the due diligence process will form part of the bid recommendation and where necessary be applied to determine the multiple or split award application of the bid or not to award the bid in whole or part thereof.

21.2 **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his offer will be regarded as not acceptable.**

## **22. SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT**

### **22.1 CONTRACT MANAGEMENT**

22.1.1 DCS and the awarded bidder will enter into a contract.

22.1.2 DCS will conduct meetings with the awarded bidder to discuss contracting issues.

22.1.3 Awarded Bidder must notify DCS in writing of any circumstances that may adversely affect supply against the contract.

22.1.4 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.

22.1.5 Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

### **22.2 ORDERS/DELIVERIES/DELIVERY BASIS**

22.2.1 Before any service on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.

22.2.2 Deliverables must be strictly in accordance with the task directive.

### **22.3 PAYMENTS**

22.3.1 Payments will only be effect by the Department in the following cases:

22.3.2 The successful completion of a service in line with the task directives and deliverables.

22.3.3 Invoices should be delivered/posted to reach the institution that placed the order, timeously.

22.3.4 The invoices should be original and must be accompanied by an inspection certificate and/or proof of delivery.



22.3.5 Companies not registered in terms of Value Added Tax, may not claim VAT on invoices.

**22.4 SUPPLIER PERFORMANCE MANAGEMENT**

22.4.1 DCS will monitor the performance of the contractor for compliance to the terms of the contract as follows:

- (a) Compliance to delivery lead times;
- (b) Percentage of orders supplied in full;

22.4.2 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without prior written approval from DCS.

22.4.3 The contractor must inform DCS immediately of circumstances that will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

**22.5 MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

22.5.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contractor must inform DCS in writing thirty (30) days.

22.5.2 DCS reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.

22.5.3 A contractor must inform DCS within fourteen (14) days of any changes of address, name, contact details, banking details and any other relevant information. The contractor must update CSD as well.

**22.6 PENALTIES**

22.6.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)

22.6.2 The following formula will be utilized for this purpose:

$$Penalty = \left( V \times \frac{10}{100} \right) \times N$$

V = Value of delayed goods or services  
N = Number of days of delay

A penalty will be limited to 30% of the value of delayed goods or services.

22.6.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without





cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

- 22.6.4 The Department may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two months, following the occurrence of the unsatisfactory performance.

## 22.7 BREACH OF CONTRACT

- 22.7.1 DCS reserves the right to terminate the contract(s) for not honoring contract(s) obligations including submission of information

## 22.8 SETTLEMENT OF DISPUTES

- 22.8.1 Should any dispute arise from this contract paragraph 27 of the General Conditions of Contract shall apply.

## 22.9 TERMINATION

- 22.9.1 DCS shall be entitled to terminate this Agreement if one or more of the following occur:

- (a) The contractor is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- (b) The contractor enters into settlement arrangements with their creditors;
- (c) The contractor commits an act of insolvency;
- (d) In the event that the contractor is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.

- 22.9.2 DCS reserves its right to terminate the contract in the event that there is a change in ownership of the contractor that has the effect that over 50% ownership of the contractor belongs to the new owner without prior approval of DCS.

- 22.9.3 Either Party may terminate this contract for breach in the event that the other party fails to comply with any of its obligations in terms of this contract and having failed to remedy such breach within fourteen (14) calendar days' written notice to remedy such non-compliance and notwithstanding the provisions above, either Party may terminate this contract by giving the other Party thirty (30) days' written notice to that effect.





**22.10 BIDDER'S DISCLOSURE (SBD 4)**

22.10.1 It is important that bidders acquaint themselves with the content of the Bidder's Disclosure (SBD 4).

22.10.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where-**

a) The bidder is employed by the state; and/or

b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

22.10.3 The Bidder's Disclosure (SBD 4) must be completed in full.

22.10.4 Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.

**22.11 DECLARATION BY BIDDER**

**The contents of these Terms of Reference have been noted and accepted and I declare that the information provided is accurate and correct).**

**Signature of the Bidder:**

.....

**Company Name:**

.....

**Date:** .....