



PART2

SPECIAL CONDITIONS OF CONTRACT

BID NO: HO6/2023

**APPOINTMENT OF A PANEL OF SERVICE PROVIDERS
TO SUPPLY, DELIVER AND OFF-LOAD CLEANING MATERIALS
TO ALL REGIONS OF THE DEPARTMENT OF CORRECTIONAL SERVICES FOR
A PERIOD OF FIVE (5) YEARS**

BID VALIDITY PERIOD: 180 DAYS

BID ADVERT DATE: 08 April 2024

CLOSING DATE AND TIME OF BID: 07 May 2024 AT 11H00 AM

NON-COMPULSORY ONLINE BRIEFING SESSION:
(Bidders are encouraged to attend for clarity purposes)

MICROSOFT TEAMS: 16 April 2024 AT 11H00 AM
(See detail under part 2, par 7.1)



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LIST OF ABBREVIATIONS

BAC	Bid Adjudication Committee
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CIPC	Companies and Intellectual Property Commission
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
EME	Exempt Micro Enterprises
HDI	Historically Disadvantaged Individual
ISO	International Organization for Standardization
NT	National Treasury
PPI	Producer Price Index
PPPFA	Preferential Procurement Policy Framework Act
PPR 2022	Preferential Procurement Regulations 2022
QC	Quality Control
QSE	Qualifying Small Enterprise
RDP	Reconstruction and Development Programme
Roe	Rate of Exchange
SA	South Africa
SANAS	South African National Accreditation System
SANS	South African National Standards
SABS	South African Bureau of Standards



SARS	South African Revenue Service
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TCC	Tax Clearance Certificate (Pin)
VAT	Value-Added Tax

IMPORTANT DEFINITIONS

Bid bond	A bid bond is issued as part of a bidding process by the surety to the project owner, to guarantee that the winning bidder will undertake the contract under the terms at which they bid. The cash deposit is subject to full or partial forfeiture, if the winning contractor fails to either execute the contract or provide the required performance and/or payment bonds. The bid bond assures and guarantees that should the bidder be successful, the bidder will execute the contract and provide the required surety bonds
Delivery	The process of transporting goods from a bidder's source location to a predefined destination by the participants.
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.
Item	Means cleaning material items as indicated in table 3 of this document and as listed in the pricing schedule SBD 3.1.
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. Non-submission means no further evaluation of the bidder.
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 original ink . 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.
Sub-items	Means cleaning materials listed under every Item as listed in the pricing schedule SBD 3.1



LIST OF ANNEXURES

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SECTION A - INTRODUCTION AND BID REQUIREMENTS

1. INTRODUCTION

- 1.1 The purpose of this tender is to invite qualified service providers to submit proposals for the supply, delivery and off-loading of cleaning materials for a period of five (5) years to **ALL Regions** of the Department of Correctional Services (DCS).
- 1.2 The aim is to secure a panel of service providers on a rotational basis, through long-term contracts following a staggered approach of the six (6) regions of DCS.
- 1.3 The six (6) regions where bidders will be providing cleaning materials are as follows:
- (a) Eastern Cape (EC)
 - (b) Free State and Northern Cape (FS_NC)
 - (c) Gauteng (GP)
 - (d) Kwa-Zulu Natal (KZN)
 - (e) Limpopo, Mpumalanga and North West (LMN)
 - (f) Western Cape (WC)

2. LEGISLATIVE AND REGULATORY FRAMEWORK

- 2.1 This bid and all contracts emanating thereof 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) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations.
- 2.2 **The Special Conditions of Contract** are supplementary to those of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail. These conditions form part of the bid and bidders need to familiarize themselves with the contents thereof.
- 2.3 The Public Administration Act, 2014 (Act No 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the DCS may not conduct business with the DCS.
- 2.4 Section 118 of the Correctional Services Act, 1998 (Act No 111 of 1998) dictates that no correctional official may directly or indirectly sell, supply or derive any benefit or advantage from the sale or supply of any article to or for the use of any prisoner or prison, or have any interest in any contract or agreement for the sale or supply of any such articles. This refers to the receiving of any money, gifts, discount, advantage, or any other benefit/gratification by an official of the Department. Indirectly this refers to the receiving of any money, gifts, discount, advantage, or any other benefit/ gratification by the direct family (spouse, life partner, child, stepchild, adopted child, parents and parents of spouse/ life partner, grand child or siblings of official/spouse/life partner).
- 2.5 Bidders having a relationship with persons employed by the DCS must declare their interest on SBD 4 (Bidders' disclosure).



2.6 Other applicable legislation includes, but is not limited to, the National Health Act, 2003 (Act No 61 of 2003); Health and Safety Act, Act no 85 of 1993 – Facilities Regulations, Hazardous Chemical substance Regulations; Foodstuff, Cosmetic and Disinfectant Act, Act no 54 of 1972; and the National Department of Correctional Services Infection Prevention and Control Policy: September 2015.

2.7 **National Standards** - The product/s offered must comply with all laws and regulations as amended that are applicable to the supply contract.

2.8 **Standard Bidding Documents (SBD)**

Bidders are required to submit and adhere to all SBD requirements as outlined in Table 1 of this bid. Bid documents should not be retyped or redrafted.

2.9 **Tax Compliance Requirements**

In line with national treasury instruction note 9 of 2017/2018, it is a condition of this bid that the tax matters of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

It is a requirement that bidders grant a written approval when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the bidder's tax compliance status and by submitting the bid such approval is deemed to have been granted.

The bidder must be registered on the Central Supplier Database (CSD) and provide CSD number and TCS Pin as per SBD 1 contained in Part 1 of the bid.

When a Consortium/ Joint Venture/ Sub-contractors is involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Suppliers Database.

No bid will be awarded to a bidder who is non-tax compliant.

2.10 **Registration on the Central Supplier Database**

Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self-registration.

Bidders must be registered on CSD prior to submitting their bids; failure to register prior to submitting the bid will invalidate the bid.

The latest full CSD report, not a summarized version should be submitted.

2.11 **Certification of documents by a Commissioner of Oath**

Bidders must ensure that all copies of documents that require certification in terms of this bid comply with legislative requirements governing the administering of an oath affirmation. The Commissioner of Oath must append a signature, date and also print out name. Copies that do not comply with legislative requirements will be regarded as invalid.



The date of certification should not be older than six (6) months as at the closing date and time of the bid.

Non-compliance with or non-adherence to any of the legislative requirements stipulated above may render the applicable section in the bid proposal invalid.

3. JOINT VENTURES, CONSORTIUMS AND TRUSTS

Should a bidder choose to enter into a joint venture and/or consortium arrangement, bidders must submit concrete proof of the existence of such joint ventures and/or consortium arrangements. Details of partnerships and joint ventures must be provided as part of the bid proposal, if applicable. Relevant documentation relating to the above-mentioned must be included in the tender proposal.

DCS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Such agreement must be made available to DCS with the bid proposal.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

4. SOUTH AFRICAN NATIONAL STANDARDS AND PRIVATE SPECIFICATIONS

4.1 Items must comply with standards and/or specification as stated in the bid document of each item. The technical descriptions as per **Annexure E** is a summary description of all the items and sub-items.

4.2 DCS reserves the right to consider products which have a reasonable deviation to the specification.

4.3 Bidders must enquire at the SANAS accredited institutions for the relevant standards. A list of accredited institutions is available on the SANAS website.

5. FRONTING

5.1 The DCS, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation process, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.

5.2 Should any of the fronting indicators as contained in the Guidelines on the Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies DCS may have against the bidder/contractor concerned.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

BID NO: HO6/2023

BD 4.1

6. CONTRACT PERIOD

6.1 The contract period shall be for a period of five (5) years from the date of signing the contract.

7. NON-COMPULSORY BRIEFING SESSION

7.1 A non-compulsory online briefing session will be held as follows:

Venue: Microsoft Teams

Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTgzMTQ2ZGQtOWE4Yy00NjBhLWJhZjltNDJkZGUwZWQ0Nzcw%40thread.v2/0?context=%7b%22id%22%3a%2268026d69-ab70-4d46-a3e0-6edad467e5fd%22%2c%22Oid%22%3a%223d9e278b-4087-4401-8a69-b1eeeaf65ddc%22%7d

Meeting ID: 390 560 181 340

Date: 16 April 2024

Time: 11h00 am to 13h00

7.2 The briefing session is not compulsory but will provide bidders with an opportunity to seek clarity on certain aspects of the procurement processes and requirements of this bid and therefore bidders are encouraged to attend the briefing session.

7.3 DCS reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

7.4 All bid enquiries must be communicated via email (refer to paragraph 12) by no later than **02 May 2024**. Any queries communicated after the date indicated will not be responded to.

8. SECURITY COMPLIANCE

8.1 The contractor will be required to adhere to the security compliance requirements of DCS.

8.2 The successful Bidder shall ensure compliance with the DCS security procedures (identification, access control, searching, and prohibition of unauthorized items).

8.3 The successful Bidder agrees that all the staff shall adhere to and be subjected to the security regulations applicable to each Correctional Centre.

9. SUBMISSION OF BIDS

9.1 BID DOCUMENT CHECK LIST AND RETURNABLE DOCUMENTS

All bid documents listed below must be sorted, filed and submitted in the **exact compilation sequence** as indicated below and the soft copy **Annexure A** attached. Bidders should ensure that bid documents indicated **“Yes” in Column B** below are submitted together with the bid.

Bidders not complying to any of the requirements may be deemed to be non-responsive and may not be considered for evaluation.



Table 1: Bid Document Checklist and Returnable

#	Document Name	A	B	C
		Is it included in the published bid document?	Should the document be returned by the bidder?	Bidder should indicate Yes if document is submitted and No if not submitted
PHASE 1: ADMINISTRATIVE AND LEGISLATION REQUIREMENTS				
1.	SBD 1 Invitation to Bid – Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
2.	Proof of authority must be submitted as per SBD 1 e.g., company resolution for the capacity under which this bid is signed (Refer to Annexure G - authorised signatory template).	Yes	Yes	
3.	SBD 4 Bidders Disclosure - Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
4.	SBD 6.1 Preference Points Claim Form - Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
5.	Full updated CSD report (not summarized)	No	Yes	
6.	Annexure C – Declaration of acceptance and compliance with specification requirements.	Yes	Yes	
PHASE 2: MANDATORY REQUIREMENTS				
7.	SBD 3.1 – Pricing Schedule – Soft Copy Excel Format on USB and Hard Copy Schedule in original file (Print A3 size). (Refer to soft copy Annexure B attached in Excel format.)	Yes	Yes	
8.	Annexure D - Authorisation declaration: confirmation of supply and financial arrangements between the bidder and third-party form - BD27 OR a signed letter issued on the official letterhead of the third party addressing the supply arrangements for the required items. Not applicable to manufacturers.	Yes	Yes	
9.	Bidders must provide a bid/bond/performance guarantee letter or credit facility/overdraft confirmation , that is ring-fenced to this tender issued by a South African commercial bank registered in terms of the National Credit Act as part of the bid submission. (Refer to section 16.3.2.3)	No	Yes	
Bidders MUST complete and submit all mandatory documents; non-submission of any mandatory document will render the bid as non-responsive and will be disqualified.				



#	Document Name	A	B	C
		Is it included in the published bid document?	Should the document be returned by the bidder?	Bidder should indicate Yes if document is submitted and No if not submitted
PHASE 3: TECHNICAL REQUIREMENTS				
Evaluation Criteria				
10.	Detailed Implementation Plan - Refer to Criteria 1	No	Yes	
11.	Operational experience of the Company – Refer to Criteria 2	No	Yes	
12.	Track record of the of the bidding company in the supply, delivery and offloading of cleaning material – Refer to Criteria 3	No	Yes	
PHASE 4: PRICE AND SPECIFIC GOALS				
13.	Proof of Preference Points Claimed under SBD 6.1 (Refer to section 16.5)	No	Yes	
14.	SBD 3.1 – Pricing Schedule (<i>Refer to mandatory requirements</i>)	Yes	Yes	
OTHER DOCUMENTS				
15.	Bid Document Checklist and Returnable – Must be fully completed. Soft Copy Excel Format on USB and Hard Copy Schedule in original file. (Refer to soft copy Annexure A attached in Excel format.)	Yes	Yes	
16.	Original certified copies (not older than 6 months) of IDs of all Directors who hold ownership.	No	Yes	
17.	CIPC Company Registration Documents	No	Yes	
18.	Part 2 Special Conditions of Contract – Initial each page	Yes	Yes	
19.	General Conditions of Contract – Initial on each page (Refer to Part 1 of the bid)	Yes	Yes	
20.	Annexure E (Detailed list) Cleaning material technical descriptions of items required in terms of this bid.	Yes	No	N/A
All bid documents listed above must be sorted, filed and submitted in the exact order as indicated above.				



#	Document Name	A	B	C
		Is it included in the published bid document?	Should the document be returned by the bidder?	Bidder should indicate Yes if document is submitted and No if not submitted

Bidders should submit all documents listed as a returnable document, unless indicated as “No” under the returnable column B.

The bid check list is available as Annexure A in an excel spreadsheet format and should be completed by all bidders. The fully completed Annexure A should be submitted in hard copy as well as saved on the USB.

9.2 Bidders should print and initial each page of the special conditions of the bid and return it together with the documents as listed in Table 1 – Annexure A. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

9.3 Bidders should respond to the bid with returnable documents as outlined in Table 1 – Annexure A.

9.4 All returnable documents should be submitted with the bid at the closing date and time of the bid in a hard copy format, an original (clearly marked). Bidders should submit an **exact replica of the hard copy in soft copy (USB only)**.

9.5 The bid should be submitted as follows:

9.5.1 One (1) original hard copy.

9.5.2 One (1) soft copy on a USB with all the documents of the original hard copy, including the signed scanned copy of the pricing schedule. Bidders should ensure that the USB is labelled with the bidder’s name and bid number.

The hard copy of the bid response will serve as the legal bid document and should be accompanied by USB which includes an exact replica of the hard copy. If there are any discrepancies between the USB document and the original hard copy, the hard copy will take precedence.

9.5.3 In addition, bidders should provide the pricing schedule in Microsoft Excel format (**not PDF**) as per Annexure B to facilitate the evaluation process.

Bidders should ensure that the pricing schedule in Microsoft Excel format is identical to the signed PDF version included in the original hard copy and the completed soft copy. The pricing schedule in Microsoft Excel format (Annexure B) should be saved on the USB.

9.6 In order to simplify the evaluation process, bidders are required to neatly subdivide their bid documents and submit in the following manner:



- 9.6.1 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date should be clearly visible.
- 9.6.2 Bidders should ensure that they submit their bids in one of the bid closure locations as per **Annexure F**.
- 9.6.3 **#NB:** Bid documents are required to be submitted in the order as indicated on **Table 1 – Bid Document Checklist and Returnable – Annexure A**.

10. LATE BIDS

- 10.1 Bids received after the closing date and time, at the address indicated in the bid documents will **NOT** be accepted for consideration and where practicable, be returned unopened to the bidder.

11. COMMUNICATION

- 11.1 All bid-related and technical enquiries should be addressed to the email address mentioned in paragraph 12 below. No verbal or direct communication with any DCS officials will be allowed during the running period of the bid.
- 11.2 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).
- 11.3 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.
- 11.4 All communication between the bidder and DCS during the bid advert period must be done in writing to the email address provided in 12.1 bid queries.
- 11.5 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.

12. CONTACT DETAILS

12.1 Bid enquiries:

Email address: AdvertCleaningmaterial@dcs.gov.za

13. NON-COMMITMENT

- 13.1 DCS reserves the right to award or not to award in part or in full.
- 13.2 DCS reserves the right not to accept any of the bids submitted.



13.3 DCS reserves the right to withdraw or amend any of the bid conditions by notice of writing to all bidders prior to closing of the bid and post award.

13.4 In the event that an incorrect award has been made, DCS reserves the right to remedy the matter in any manner it may deem fit.

14. TECHNICAL SPECIFICATIONS

14.1 Selection of region by the bidder

Bidders have the option to select the region they are responding to, bidders may choose to supply, deliver and offload cleaning materials to one or more or to all Regions. Bidders **MUST** select the region they are bidding for in **Table 2** below, failure to select a region may invalidate the bid.

Table 2 – DCS Regions

Number of regions	Region	Select Region (mark with an X)
1	Eastern Cape (EC)	
2	Free State and Northern Cape (FS_NC)	
3	Gauteng (GP)	
4	Kwa-Zulu Natal (KZN)	
5	Limpopo, Mpumalanga and North West (LMN)	
6	Western Cape (WC)	

14.2 Bidders must be able to supply, deliver and off-load the selected items and sub-items, as per **Annexure E – Cleaning Material Technical Descriptions**, to **ALL** management areas from the selected Region for a period of five (5) years.

14.3 The items below are listed in **Annexure E**

Bidders may choose to supply, deliver and offload one or more items per region, bidders must select in table 3 below the items they choose to supply, deliver and off-load. **Failure to select any one item may invalidate the bid.**

Table 3 – Cleaning Material Items (Refer to Annexure E for a detailed list)

Items			
Number	Name	Number of sub-items	Select Item (mark with an X)
1	Detergents, Polishes and Other Chemicals	20	
2	Utensils - Brooms, Brushes and Mops	12	
3	Antiseptics, Disinfectants and Detergent Disinfectants	2	
4	Personal Protection Cleaning Materials	8	
5	Other Cleaning Materials	8	
TOTAL		50	



BD 4.1

Bidders may choose to supply, deliver and offload one or more items per region. The bidder should note they must supply, deliver and off-load all sub-items under the selected item. **Failure by the bidder to commit to supply all sub-items as per pricing schedule SBD 3.1 per item will result in the bidder not being considered for that item.**

- 14.4 All items are supported by detailed specifications and/or South African National Standards (SANS) and or SANS Codes where applicable. Bidders must comply with these standards, codes and technical specification throughout the contract period.
- 14.5 DCS reserves the right to call for product samples for visual screening should a need arise. This process will be communicated with the bidders timeously.
- 14.6 DCS reserves the right to subject product samples to applicable testing and evaluations, to verify compliance with the specifications.
- 14.7 The products should be supplied with information brochures and labels written in English language.

15. COST COMPONENTS AND PROPORTIONS

- 15.1 The contract price usually includes the following cost components;
 - Cost of finished product
 - Cost of labor (handling and dispatch)
 - Cost of transport and;
 - Other costs, if applicable
- 15.2 Bidders are requested to submit the cost breakdown of their bid price for each item with their bid as per Table 4. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document by completing table 4 below and return it with the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Table 4: Cost Component

Cost Component	% Contribution	Index Publication	Index Reference
Finished product		Stats SA PO142.1 (PPI)	Table 1 PPI for cleaning products
Labor		Stats SA PO141 (CPI) OR Labor agreement	Table E All Items
Transport		Stats SA P0141 (CPI)	Table E All Items – Other running costs
Other		Specify	Documentary proof to accompany the bid document at the time of bidding and price adjustments.
TOTAL (Cost components must add up to 100%)	100 %		

- 15.3 Percentage weighted contribution – List % weighted contribution for each cost element must add up to 100%.



SECTION B - EVALUATION CONDITIONS AND REQUIREMENTS OF BID

PART 1 - EVALUATION CRITERIA CONSISTING OF 4 PHASES

16. EVALUATION CRITERIA

16.1 Details of the evaluation phases are outlined below:

Table 5 – Summary of Evaluation Phases

Phase 1	Phase 2	Phase 3	Phase 4
Compliance with legislative and administrative requirements	Compliance with mandatory requirements	Technical compliance	Price and Specific Goals
Bidders must submit the documents as outlined in Table 1. Only bidders that comply with these requirements will be evaluated in Phase 2.	Bidders must submit the documents as outlined in Table 1. Only bidders that comply with these requirements will be evaluated in Phase 3.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points for the technical evaluation criteria to proceed to Phase 4 (Price and Specific Goals).	Bidder(s) will be evaluated in terms of paragraph 16.5 of this bid document for price and applicable specific goals.

16.2 PHASE 1 - ADMINISTRATIVE EVALUATION

16.2.1 In this phase of evaluation, the process includes the verification of completeness and compliance with administrative and legislative document requirements.

16.2.2 All Standard bidding documents as listed above in Table 1 must be completed in full, signed and submitted together with the bid at the closing date and time of the bid.

16.2.3 SBD documents should not be retyped or redrafted and must be completed in original **black ink**.

16.2.4 The following Standard Bidding Documents and legislative requirements must be submitted with the bid proposal:

16.2.4.1 **SBD 1** - Invitation to Bid fully completed and duly signed.

16.2.4.2 **Proof of Authority** - Company Resolution for the capacity under which this bid is signed (*Refer to annexure G- Authorised Signatory Template*).

16.2.4.3 **SBD 3.1** – Pricing Schedule fully completed and duly signed.

16.2.4.4 **SBD 4** - Bidders Disclosure fully completed and duly signed.

16.2.4.5 **SBD 6.1** - Preference Points Claim Form fully completed and duly signed.

16.2.4.6 **Central Supplier Database (CSD)** - A fully updated CSD report (not summarized) must be submitted.



16.2.5 Annexure A: Table 1 - Bid Document Checklist and Returnable

- (a) Table 1 is a checklist that must be completed by bidders to ensure compliance.

16.2.6 Annexure C: Declaration of acceptance and compliance with specification requirements

- (a) The bidder **MUST** fully complete and sign the **declaration of acceptance and compliance with specification requirements (Annexure C)**.
- (b) The bidder must indicate if they are a direct supplier (manufacturer/producer or dealer/distributor who normally keeps stock) or a supplier sourcing from a third party.
- (c) Bidders who are sourcing cleaning materials from a third party **MUST** complete and sign the **BD 27 authorization declaration (Annexure D)**.
- (d) Failure to submit a fully completed and signed **declaration of acceptance and compliance with specification requirements document (Annexure C)** may invalidate the bid.

16.3 PHASE 2 – MANDATORY REQUIREMENTS EVALUATION

Failure to comply with the mandatory requirements outlined below will invalidate the bid and such bids will be disqualified.

16.3.1 During this phase, the proposals received from bidders will be evaluated based on the mandatory requirements as listed in Table 1. Bidders are required to take cognizance of the mandatory bid requirements as clarification of these after the closing date and time will not be allowed.

16.3.2 The following documents **MUST** be submitted together with the bid:

16.3.2.1 Annexure B: Pricing Schedule SBD 3.1

- (a) Bidders are required to submit responsive bids by completing all the prices per cleaning material items (complete annexure B).
- (b) Bidders must submit a pricing schedule SBD 3.1 for each of the regions they are bidding for, using the provided templates (Annexures B1-B6).
- (c) All bid prices must be inclusive of supply, delivery and off-loading costs and **all applicable taxes**.
- (d) The bid prices shall be for the unit of measure as indicated in the pricing schedule.
- (e) Bidders must indicate their suppliers per item and sub-items.
- (f) Bidders should submit pricing per Management Area as indicated on the pricing schedule.
- (g) Prices shall be quoted in South African Currency (Rands).



BD 4.1

- (h) The Pricing Schedule (Annexure B) must be submitted in two forms, as hardcopy (**Print A3 size**) which must be included in the bid document and in a Microsoft Excel, spreadsheet saved in a USB at the closing date and time of bid.
- (i) In a case where there is a legal dispute, the hardcopy version of the pricing schedule will be the legal document.
- (a) **Failure to submit a fully completed pricing schedule SBD 3.1 as at the closing date will invalidate the bid.**

16.3.2.2 Annexure D: Authorisation Declaration (BD 27)

- (a) Any bidder who does not normally keep stock of the item and is sourcing the goods from a third party (manufacturer/producer or dealer/distributor who normally keeps stock) for the purpose of delivering the item to DCS, must ensure that the attached BD 27 is completed by the supplier after they have familiarized themselves with the item(s)/ description(s)/ specifications and conditions of the bid for all relevant items required from this bid. **Failure to submit a BD 27 signed by the bidder and the supplier will invalidate the bid.**
- (b) In the event that the "Authorisation Declaration" (BD 27) form is not completed, the bidder must submit a signed third party's authorization declaration letter on the third party's letterhead.
- (c) The bidder must ensure that the supply arrangements for the required goods have been mutually agreed upon with the supplier. No agreement between the bidder and the supplier will be binding on DCS.
- (d) DCS reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, will invalidate the bid.
- (e) DCS will only accept a completed and signed BD 27 or a signed letter issued on the official letterhead of the third party addressing the supply arrangements for the required items and it must be attached with the standard bidding documents at the closing date and time of the bid.

16.3.2.3 Bid guarantee/ credit facility or overdraft confirmation

Bidders must provide DCS with one (1) of the documents indicated below to demonstrate the financial capacity to supply, deliver and off-load cleaning materials for this tender.

16.3.2.3.1 Bid Guarantee

- (a) Bidders must provide DCS with one of the Guarantees listed below:
 - Bank Guarantee or;
 - Bid Bond/Guarantee or;
 - Performance Guarantee
- (b) The bid/bank/performance guarantee must be ring-fenced to this tender issued by a South African commercial bank registered in terms of the National Credit Act as part of the bid submission. The guarantee is to enable the bidder to source products for delivery as per the tender requirements. The guarantee must remain valid for the duration of the contract if the bidder is successful.



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- (c) The bid/bank/performance must be made out specifically for DCS cleaning materials, with reference to the bid number for this tender. The bid/bank/performance guarantee must be an original document and must contain a bank stamp.
- (d) If the bidder elects to bid for one (1) region, the guarantee must be for the value of at least **two million rand (R2 million)** and if the bidder elects to bid for two (2) or more regions the guarantee must be for at least the value of **four million rand (R4 million)**.
- (e) Failure to submit a guarantee letter, will invalidate the bid.

OR

16.3.2.3.2 Credit facility/overdraft confirmation

- (a) **Bidders must provide DCS with a credit facility /overdraft confirmation letter** issued by a South African commercial bank registered in terms of the National Credit Act as part of the bid submission.
- (b) The credit facility/overdraft must be an original document and must contain a bank stamp.
- (c) If the bidder elects to bid for one (1) region, the **credit facility/overdraft** must be for the value of at least **two million rand (R2 million)** and if the bidder elects to bid for two (2) or more regions the **credit facility/overdraft** must be for at least the value of **four million rand (R4 million)**.
- (d) Failure to submit a credit facility/overdraft confirmation, will invalidate the bid.



16.4 PHASE 3 – TECHNICAL EVALUATION

All bidders are required to respond to the technical evaluation criteria and scorecard. Only Bidders that have met the requirements of **Phases 1 and 2** will be evaluated further in **Phase 3** for functionality. Bidders will be evaluated out of 100 points on functionality. Any bidder that scores less than 70 points out of 100 on functionality shall not be considered for **Phase 4** of the evaluation process.

Functionality will be evaluated in **Phase 3** as follows:

Table 6: Evaluation Criteria

Criteria Number	Criteria description
1	The bidder must provide a Detailed Implementation Plan that addresses the requirements outlined on the specification (Maximum score 50 points)

Scoring Guideline

Scope of Work Covered	SCORE (Each deliverable counts 4 points; inadequate information provided will count zero)			Reference page in the Proposal
	SCORE 4 points each	Indicate Yes or No below if information is provided.		
		Yes	No	
The detailed implementation plan demonstrates the bidder's clear understanding of the requirements as outlined in the bid document as per requirements 1 – 10 listed below over the contract period. NB: Bidders must ensure that all items and sub-items quoted for are covered in the bidder's response to items 1 – 10, e.g. the packaging and labeling for brooms & brushes will differ from the packaging and labeling for chemicals.				
1. Packaging and labeling procedures	4			
2. Lead times for delivery from date of order	4			
3. Method of transport for deliveries	4			
4. Method of off-loading of products	4			
5. Documents that will accompany all deliveries	4			
6. Shelf-life and expiry dates	4			
7. Control measures to maintain ongoing quality of items	4			
8. Management of delays due to unforeseen circumstances	4			
9. Management of change in manufacturer / supplier	4			
10. Product brand management	4			



Scoring Guideline

0 No information provided by the prospective bidders, or the proposed implementation plan is inadequately aligned to DCS cleaning material requirements (less than **20 points** achieved).

An additional 10 points will be added to bidders who provided a sample catalogue (pictures and descriptions) of all the items and sub-items which a bidder quoted on. Non-submission or incomplete catalogues will score zero. The additional 10 points will only be applicable to bidders who scored **20 points** or more. Catalogues may be printed in black and white at bid submission stage.

DCS reserves the right to verify the information provided in the implementation plan.

Criteria Number	Criteria description
2	Operational experience of the Company (Maximum points 20) The bidder should be an experienced company in the supply, delivery and offloading of cleaning material. DCS reserves the right to perform due diligence to verify the information provided. Attach Company Profile noting experience as outlined above. Submission of company profile without required information or the non-submission of a company profile will lead to a zero score.

Scoring Guideline

0 Less than 2 years' experience in the supply, delivery and offloading cleaning material.

10 2 years to less than 4 years' experience in the supply, delivery and offloading cleaning material.

15 4 years' to less than 5 years' experience in the supply, delivery and offloading cleaning material,

20 5 and more years' experience in the supply, delivery and offloading cleaning material.

Criteria Number	Criteria description
3	Track record of the bidding company in the supply, delivery, and offloading of cleaning materials (Maximum points 30). Reference letters must include the following: <ul style="list-style-type: none">• Company letter head and logo.• The letter must indicate that the bidder supplied, delivered, and offloaded cleaning materials.• The letter must indicate the duration of the contract for the services rendered.• The letter must be duly signed by an official of the company.• The letter must not be older than 7 years as at close of the bid. The reference letters not conforming to the above five (5) requirements will not be considered.



Scoring Guideline

- 0 None or incomplete reference letter provided
- 10 Bidder has provided one qualifying reference letter
- 20 Bidder has provided two to three qualifying reference letters
- 30 Bidder has provided more than three qualifying reference letters

16.5 PHASE 4 – PREFERENTIAL POINTS SYSTEM - PRICE AND SPECIFIC GOALS EVALUATION

16.5.1 The 90/10 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 90 points)
- (b) Specific Goals (Maximum 10 points)

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P \min}{P \min} \right)$$

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

PMing = Price of lowest acceptable tender

However, if it becomes unclear during the course of 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.

16.5.3 A maximum of 10 points may be awarded for being a historically disadvantaged individual and/or achieving any of the specified goals.



16.5.4 The points out of 10 will be allocated as follows:

Table 7: Specific goals (Preference Point System)

The specific goals in terms of this tender	Number of points allocated (90/10 system)	Proof required for claiming points
Women – 51% or more ownership	3	An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. The affidavit or certificate must clearly indicate the percentage ownership 51% or more held by women in the bidding company.
Black - 51% or more black owned	2	An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. The affidavit or certificate must clearly indicate the percentage black ownership 51% or more in the bidding company.
EME/QSE (Any EME/QSE)	5	An original or valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. The affidavit or certificate must clearly indicate that the enterprise is an EME or QSE.

Joint Ventures and Consortiums

A trust, consortium or joint venture, will qualify for points for specific goals as indicated on table 7 above based on their B-BBEE certificate as a legal entity, provided that the entity submits their B-BBEE certificate. The certificate must have been issued by a verification agency accredited by SANAS.

A trust, consortium or joint venture will qualify for points for specific goals as indicated on table 7 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.



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- (a) The points scored by a bidder in respect of the 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 with the tender, 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 it has 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.

17. RECOMMENDATION AND AWARD

17.1 Recommendation

- (a) The Bid Evaluation Committee will recommend a preferred responsive bidder(s) based on the outcome of Phases 1 – 4 to Bid Adjudication Committee for award and approval.
- (b) The award of the Contract is subject to meeting ALL the requirements of the bid.

17.2 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 (Panel of Service Providers). DCS may use its discretion to determine the number of service providers appointed per region, whereby the awarding of the bid to more than one contractor will be based on the following factors
 - Risk Management for continuity of supply
 - Volume of items
 - Value of items



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- Cost effectiveness
 - Stimulation of market competition due to the nature of the commodity
 - Uplifting the designated groups as per the PPPFA Regulations, 2022
- (e) DCS reserves the right to limit the multiple or split award within a reasonable price difference percentage that will be deemed reasonable and cost effective.
- (f) DCS reserves the right not to award the same brand to more than one bidder per line item.
- (g) DCS reserves the right not to award items from the same source of supply (e.g. from one supplier who is the third party to the bidders/ who has provided the BD 27-forms to the bidders).
- (h) DCS reserves the right to limit the award to the bidder in one or more Region (s) as they may deem adequate during the evaluation and adjudication process.



PART 2 - ADDITIONAL BID REQUIREMENTS

18. SUPPLIER DUE DILIGENCE / VENDOR ASSESSMENT

- 18.1** 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.
- 18.2** 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.
- 18.3** 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.
- 18.4** 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.
- 18.5** 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.
- 18.6** Due diligence may also be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.
- 18.7** 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.

19. COUNTER CONDITIONS

- 19.1** Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

20. RIGHT OF AWARD / NON-COMMITMENT

- 20.1** DCS reserves its following rights:
- (a) To award in part or in full.
 - (b) Not to accept any of the bids submitted. Not to make any award of this bid.
 - (c) To withdraw or amend any of the bid conditions by notice in writing to all bidders prior to closing of the bid and post award.



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- (d) To cancel and/or terminate the bid process at any stage, including after the closing date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- (e) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), before or after adjudication of the bid.
- (f) To award a bid based on which bidder is offering the best value for money, even if such bid is not the lowest price.
- (g) In the event that an incorrect award has been made or an error occurred during evaluation and adjudication phase, DCS reserves the right to remedy the matter in any manner it may deem fit.
- (h) To cancel and/or terminate the contract or part thereof, post the awards in consultation with the service provider if is deemed necessary.
- (i) Request further technical information from any bidder after the closing date for clarification purposes.
- (j) Verify information and documentation of the service provider.

21. NEGOTIATION

21.1 DCS reserves the right to negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

22. MULTIPLE AWARD

22.1 DCS may award the bid to more than one contractor (Panel of Service Providers). DCS may use its discretion to determine the number of service providers appointed per region, whereby the awarding of the bid to more than one contractor will be based on the following factors:

- Risk Management for continuity of supply
- Volume of items
- Value of items
- Cost effectiveness
- Stimulation of market competition due to the nature of the commodity
- Uplifting the designated groups as per the PPPFA Regulations, 2022

22.2 Where items are awarded to more than one bidder, work will be allocated fairly amongst successful bidders per region.

22.3 The aim is to afford fair opportunities for the services with the objective of ensuring fair spend across panel members, as per the approved specification document.

22.4 The maximum number of items to be awarded will be at the discretion of DCS.



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- 22.5** DCS reserves the right to limit the multiple or split award within a reasonable price difference percentage that will be deemed reasonable and cost effective for DCS.
- 22.6** DCS reserves the right not to award the same items to more than one bidder.
- 22.7** DCS reserves the right not to award items from the same source of supply (e.g. from one supplier who is the third party to the bidders/ who has provided the BD 27-forms to the bidders).
- 23. LOCAL MANUFACTURING**
- 23.1** Bidders are encouraged to supply locally manufactured items where feasible. Bidders must indicate in the pricing schedule the country of manufacture / production of the product(s).



SECTION C : POST AWARD

24. CONTRACT PRICE ADJUSTMENTS

- 24.1.1 Prices submitted for this bid are to remain unchanged (fixed) for the first six months (6) months from date of signing the contract and thereafter contractors can apply for price adjustments as outlined below.
- 24.1.2 Requests for price adjustment(s) after the first six months of the contract will be considered in terms of the formula (outlined in 22.1.5), defined areas of cost and defined periods of time.
- 24.1.3 Price adjustments for cleaning material items will be based on the Consumer Price Index (CPI) and Product Price Index (PPI).
- 24.1.4 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 24.1.5 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

$$Pa = (1-V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + Dn \frac{R4t}{R4o} \right) + VPt$$

- 24.1.6 In extreme/unforeseen cases, DCS reserves the right to consider price adjustments before the stipulated six (6) months.

25. ORDERS

- 25.1 Orders will be placed by the Management Area / Self Accounting Store (end-user) who will be responsible for payment to contractors for goods delivered.
- 25.2 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of DCS.
- 25.3 Contractors should note that the order(s) will be placed as and when required during the contract period and the relevant Department will specify delivery point(s).
- 25.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by DCS unless otherwise directed by DCS in writing.

26. QUANTITIES

- 26.1 DCS is under no obligation to accept any quantity which is in excess of the order placed.



27. PACKAGING AND LABELING

- 27.1 Where applicable, your attention is drawn to the packaging requirements stipulated in the specification.
- 27.2 There should be a labelling / description of the delivered items on the outside of the packaging that will correspond with the invoice.
- 27.3 In addition, product packages shall contain other valuable information, such as:
- Product name
 - Product type
 - Direction for use
 - What fabrics and / or surfaces to be used on
 - Net weight / volume / number of items
 - Caution statement and emergency treatment information

28. DELIVERIES

- 28.1 A Certificate of Analysis (COA) should accompany every product delivery. Material Safety Data Sheet and their recommended dosage levels should be made available for all detergents.
- 28.2 Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by the relevant Management Area/ Self Accounting Store.
- 28.3 Firm lead times for delivery must be quoted on the bid document for the duration of the contract, however, the Management Area / Self Accounting Store reserves the right to negotiate specific delivery periods with the contractor(s).
- 28.4 All products shall be delivered in a clean and acceptable delivery transport and adhere to each specific chemicals' material safety data sheet instructions, where applicable.
- 28.5 The products delivered shall meet basic hygienic packaging requirements, which consider the absence of damage or deterioration due to transportation. Detergent production and disposal process should comply with the environmental regulations. The detergents must be biodegradable and have the lowest environment hazard. All packaging material shall be environmentally friendly and recyclable.
- 28.6 Delivery shall be mutually agreed between service provider and the institutions concerned. All schedules provided by the relevant Management Area / Self Accounting Store are to be strictly adhered to, not have alternative replacements for the items requested. All deviations from the schedule must be communicated to the relevant Management Area/ Self Accounting Store in advance.
- 28.7 Delivery will be accepted on weekdays between 08h00am and 14h00. The schedule may include weekends and holidays, which must be considered by the contractor to prevent unnecessary delays or non-deliveries.
- 28.8 Products must be delivered and offloaded by the contractor in the transit / delivery area.



- 28.9** A delivery note stating the order number against which the delivery is affected must accompany all deliveries and dispatches.
- 28.10** Deliveries not complying with the order / specifications will be returned to the contractor at the contractor's expense.
- 28.11** DCS may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

29. SHELF LIFE / EXPIRY DATES

- 29.1** Products shelf-life must be as per product specification requirements.
- 29.2** DCS reserves the right to reject short-dated stock.
- 29.3** DCS will not accept expired stock and should the contractor supply such, the cost of removal will be for the account of the contractor.
- 29.4** The manufacturer's address or contact number to obtain help with questions or problems relating to the product must be indicated on the product label.
- 29.5** The contractor is expected to oversee and take full responsibility for managing and for ensuring delivery of the product.

30. CATALOGUE

- 30.1** Successful bidders may be required to compile a color catalogue for all the items awarded within a period of four (4) weeks from contract commencement which include list of items, contract item numbers, product description, product images, and brand name.

31. PRODUCT ADHERENCE / BRAND CHANGE

- 31.1** In the event where a bidder offers a specific brand against an item and the item is subsequently awarded to the bidder, it is required of the successful bidder to continue to supply the brand awarded throughout the contract period.
- 31.2** In the event that the brand is discontinued and or replaced with a new brand, DCS must be notified of such occurrence and upon approval, an official amendment will be issued. The contractor is required to submit supporting documents from the manufacturer substantiating the changes.
- 31.3** It must be noted that the new brand will be required to undergo the evaluation process prior to receiving approval of the brand change issued by DCS. The new brand must adhere to the technical specification for the item. The quality of the product must not be lower than the initial awarded product.



- 31.4** Furthermore, contractors are to take note that the price of the new brand should not be higher than the current contract price of the original product.
- 31.5** Contractors are not allowed to deliver a new brand other than the brand awarded to them prior to an approval of brand change from DCS.
- 31.6** If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer / dealer, DCS should immediately be notified and a new BD 27-form (Confirmation of supply arrangements between the bidder and the supplier) should be submitted to DCS.

32. PENALTIES.

- 32.1** DCS will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.). A penalty will be limited to 30% of the value of the respective goods.
- 32.2** In addition to a penalty being imposed, DCS 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 (DCS) 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 their other rights, be entitled to claim damages from the supplier."
- 32.3** DCS 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 (2) months, following the occurrence of the unsatisfactory performance.

33. PAYMENTS.

- 33.1** Payments will only be affected by DCS in the following cases:
- (a) The successful completion of a delivery in line with the specification.
 - (b) Invoices should be delivered/ posted or e-mailed to reach the institution that placed the order, timeously.
 - (c) The invoices must be accompanied by an inspection certificate and/or proof of delivery.
- 33.2** DCS will not make a payment to or consult with a third party.
- 33.3** Companies not registered for Value Added Tax (VAT), may not claim VAT on invoices.



SECTION D : SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

34. CONTRACT MANAGEMENT

- 34.1 DCS and the contractor will enter into a Service Level Agreement.
- 34.2 DCS will conduct meetings with the end users and contractors to discuss contracting issues.
- 34.3 Contractors must notify DCS in writing of any circumstances that may adversely affect supply against the contract.

35. SUPPLIER PERFORMANCE MANAGEMENT

- 35.1 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;
 - (c) Compliance with reporting requirements according to the reporting schedule;
 - (d) Attendance of compulsory quarterly meetings.
- 35.2 All successful bidders are required to submit historical value and volume reports via e-mail on a six (6) monthly basis.
- 35.3 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without prior written approval from DCS.
- 35.4 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.
- 35.5 Contract performance management will be the responsibility of the Management Area / Self Accounting Store (end-user) and where supplier performance disputes cannot be resolved between the contractor and the end-user, the Directorate Contract Management will be informed for corrective action.

36. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

- 36.1 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.
- 36.2 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.



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

37. BREACH OF CONTRACT

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

38. SETTLEMENT OF DISPUTES

38.1 Should any dispute arise from the contract, paragraph 27 of the General Conditions of Contract shall apply.

39. TERMINATION

39.1 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.

39.2 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.

39.3 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.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

BID NO: HO6/2023

BD 4.1

40. DECLARATION BY BIDDER

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

Signature of the Bidder:

.....

Company Name:

.....

Date: