



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X136, Pretoria, 0001 or 124 Church Street, Poyntons Building West Block, Pretoria, 0001
Tel (012) 307 2431, Fax (012) 323 5621, jacob.sibanyoni@dcs.gov.za

Ref : 6/1/3/4
Enq : J Sibanyoni

The Manager

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.....
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Sir

BID HO 8/2022: APPOINTMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF CONSULTANT TO ASSIST DCS IN SECURING CONTRACTS FOR PERISHABLES, NON-PERISHABLES COAL AND CLEANING MATERIAL FOR DEPARTMENT OF CORRECTIONAL SERVICES FOR PERIOD OF 24 MONTHS

The Department of Correctional Services requires the item(s)/service(s) as described per attached bid invitation.

You are requested to complete the bid documents and submit it to the address indicated in the SBD 1.

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 am on 02 March 2023** and will be valid for a period of **hundred and twenty (120) days** after the closing date.
- **Bidders must take note of the compulsory briefing session that will take place on 15 February 2023 at 11:00 am. The compulsory briefing session will be held at Poyntons Buildings C/O W.F. Nkomo and Sophie du Bruin Street, Logistics Boardroom 2nd Floor: Department of Correctional Services. Please refer to BD 6.2 for further information regarding this meeting.**
- Bids must be submitted in two separated sealed envelopes. The name and address of the bidder, the bid number and closing date must be indicated on the two envelopes. The envelope must not contain documents relating to any other bid.
- It is the responsibility of bidders to ensure that bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**

- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).

It will be expected of the successful bidder to sign a formal contract at this office after being notified of the acceptance of his/her bid.

Yours faithfully



.....
For National Commissioner: Correctional Services
Acting Director : Procurement
E.L. Motoma
Date: 2023/02/08

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

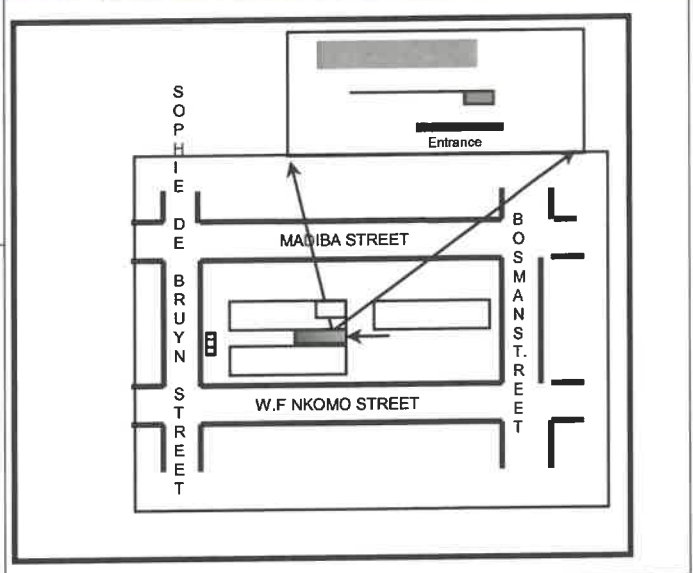
BID NUMBER:	HO8/2022	CLOSING DATE:	02 MARCH 2023	CLOSING TIME:	11:00am
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DESCRIPTION APPOINTMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF CONSULTANT TO ASSIST DCS IN SECURING CONTRACTS FOR PERISHABLES, NON-PERISHABLES COAL AND CLEANING MATERIAL FOR DEPARTMENT OF CORRECTIONAL SERVICES FOR PERIOD OF 24 MONTHS

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

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

THE NATIONAL COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X136
PRETORIA
0001



BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

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		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	J Sibanyoni	CONTACT PERSON	
TELEPHONE NUMBER	012 305 8041	TELEPHONE NUMBER	
FACSIMILE NUMBER	012 323 8041	FACSIMILE NUMBER	
E-MAIL ADDRESS	Jacob.Sibanyoni@dcs.gov.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

<p>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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<p>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p>	
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>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.</p>	

**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS 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:

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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
- 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

- 13.1 The supplier may be required to provide any or all of the

services

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. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any 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. Penalties

- 22.1 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.

23. Termination for default

- 23.1 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.

23.2 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.

23.3 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.

23.4 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.

23.5 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.

23.6 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.

23.7 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.

24. Anti-dumping and countervailing duties and rights

24.1 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

25. Force Majeure

25.1 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.

25.2 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.

26. Termination for insolvency

26.1 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.

27. Settlement of Disputes

- 27.1 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.
- 27.2 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

28. Limitation of liability

- 28.1 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.

29. Governing language

- 29.1 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.

30. Applicable law

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

31. Notices

- 31.1 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

31.2 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.

32. Taxes and duties

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

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

32.3 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.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

34.1 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).

34.2 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.

34.3 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.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

BID NO HO/2022:

ESTABLISHMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF CONSULTANTS TO ASSIST DCS IN SECURING CONTRACTS FOR PERISHABLES, NON-PERISHABLES COAL AND CLEANING MATERIAL FOR DEPARTMENT OF CORRECTIONAL SERVICES FOR PERIOD OF 24 MONTHS.

VALIDITY PERIOD: 120 DAYS

CLOSING DATE AND TIME OF BID: 02 MARCH 2023 AT 11H00

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ABBREVIATIONS

BAC	: Bid Adjudication Committee
BSC	: Bid Specification Committee
B-BBEE	: Broad-Based Black Economic Empowerment
CPA	: Contract Price Adjustment
CSD	: Central Supplier Database
DCS	: Department of Correctional Services
OCPO	: Office of the Chief Procurement Officer
QC	: Quality Control
ROE	: Rate of Exchange
SABS	: South African Bureau of Standards
SANAS	: South African National Accreditation System
SBD	: Standard Bidding Document
SANS	: South Africa National Standards

SECTION A: BID REQUIREMENTS

1. LEGISLATIVE AND REGULATORY FRAMEWORK

- 1.1 This bid and all contracts emanating from this bid from will be subjected 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 conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.
- 1.3 The services shall be regulated by the following legislation, policies and guidelines:
 - 1.3.1. The Constitution of the Republic of South Africa, 1996, (Act 108 of 1996) Sections 27(1)(b), 27(2) and 35(2)(e).
 - 1.3.2. Public Finance Management Act
 - 1.3.3. Preferential Procurement Regulations Framework Act.
 - 1.3.4. Treasury Regulations
 - 1.3.5. Protection of Personal Information Act
 - 1.3.6. All other relevant regulations.
 - a) All other relevant National Treasury Instructions and circulars.
- 1.4 These conditions form part of the bid and bidders need to familiarize themselves with the content thereof.

2. CONTRACT PERIOD

- 2.1 The contract period shall be for a period of twenty-four (24) months.

3. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 3.1 Bidders must register on the National Treasury Central Supplier Database to do business with the Department. The Department of Correctional Services will not 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.
- 3.2 Bidders must be registered on the Central Supplier Database (CSD) and provide its CSD number as per SBD1.

3.3 When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database

3.4 The Tax Compliance status requirements are also applicable to foreign bidders/ individuals who wish to submit bids.

4. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

4.1 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 print out name. **Copies that do not comply with this regulation will be regarded as invalid and the bidder disqualified.**

4.2 The date of certification of the original on all copies submitted should not be older than six (6) months as at the closing date and time of the bid.

5. COMPULSORY BRIEFING SESSION

5.1 The briefing session will be compulsory, and non-attendance will lead to automatic disqualification.

5.2 Bidder will be required to complete and sign the attendance register.

6. SECURITY COMPLIANCE AND CONFIDENTIALITY

6.1 The Bidder will be required to adhere to the security compliance requirements of the Department of Correctional Services as and when required.

6.2 The Successful Bidder shall ensure compliance with all the Departmental security procedures (identification, access control, searching, and prohibition of unauthorized items).

6.3 The Successful Bidder agrees that all his/her Employees shall adhere and be subjected to the security regulations applicable to each Correctional Centre as when required.

6.4 Bidder will be subjected to performance review in terms of measuring satisfactory performance.

6.5 Bidder will be subjected to confidentiality throughout the contract period.

6.6 The service provider shall be held responsible for the conduct of his employee for the full duration of the contract.

7. STANDARD BIDDING DOCUMENTS (SBD)

7.1 Bid documents should not be retyped or redrafted.

7.2 The following bid documents must be completed in black ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to Bid
SBD 3	Pricing Schedule
SBD 4	Bidders Disclosure
SBD 6.1	Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022

7.3 Bidders shall check the number of the pages and satisfy themselves that none are missing or duplicated in line with the index provided.

7.4 The DCS indemnifies itself against any claim that may arise on missing pages.

8. **BIDDERS DISCLOSURE (SBD 4)**

8.1 It is important that bidders acquaint themselves with the content of the Declaration of Interest (SBD 4)

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

8.3 Bidders having a kinship with persons employed by the Department, including a blood relationship, must declare their interest on the SBD 4.

9. **SUBMISSION OF BIDS**

9.1 Bids must be submitted in sealed envelope on which the name and address of the bidder (company), the bid number and the closing date and time must be clearly endorsed.

9.2 The bid prices must form part of the envelope in the submission of the proposals by the respective suppliers.

9.3 Bidders must initial each page of the bid document.

9.4 The Department reserves the right to award to more than one firm or in specific groupings, as they may deem fit.

9.5 Bids must be submitted at **Head Office (Correctional Services, Poyntons Building, 124 Corner Sophie De Bruyn and WF Nkomo Streets) , West Block Reception bid box.**

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. FRONTING

11.1 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, 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.

11.2 Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/ investigation, the onus will be on the bidder/ contractor to prove that fronting does not exist. Failure to do so within a period of Fourteen (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 the Department may have against the bidder/ contractor concerned.

12. NON-COMMITMENT

12.1 The Department reserves the right not to award, to award in part or in full.

12.2 The right is reserved not to accept any of the bids submitted.

12.3 The right is also reserved 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.

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

SECTION B: EVALUATION CRITERIA

13. EVALUATION CRITERIA

The evaluation process will be conducted in the following phases:

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Functional Evaluation	Presentations	Price and Specific goals
Compliance with mandatory requirements	Compliance with terms of references.	Compliance with presentation	Recommendation and award

13.1 PHASE 1: MANDATORY REQUIREMENTS

13.1.1 CSD REGISTRATION

13.1.1.1 Bidder must be registered on the Central Supplier Database (CSD) and provide its CSD number on SBD1.

13.1.1.2 When a Consortium/ joint Venture / Sub- contracts are involved, each party must be registered on the Central Suppliers Database and their tax compliance status will be verified through the Central Supplier Database. **NB:** Failure to comply with the above requirement will disqualify your bid.

13.2 PHASE 2 (FUNCTIONALITY EVALUATION)

13.2.1 Bidders whom satisfied all the requirements in Phase 1 will qualify for evaluation in phase 2.

13.2.2 The criteria and weights will be applied during Phase 2 of the evaluation process.

13.2.3 The below scoring matrix will be used for Phase 2.

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

13.2.4 The following formula will be used to convert the points scored against the weight:

Ps = Percentage scored for functionality by bid under consideration

So = Total scored for functionality by bid under consideration

Ms = Maximum possible score

$$Ps = \frac{So}{Ms} \times 100$$

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13.2.5 Only bidders who achieve the minimum threshold score of 70% will be short-listed to proceed to Phase 3.

13.3 **BID EVALUATION CRITERIA FOR SCORING PURPOSES.**

13.3.1 The criteria to be applied during evaluation of the bid is as follows:

CRITERIA	WEIGHT	TOTAL
<p>1. QUALIFICATIONS OF HEAD OF PROJECT MANAGEMENT Bidder must submit qualifications for Head of Project Management i.e. certified copy of post tertiary qualification (Degree level or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA) Certificate in Project Management will serve as an added advantage.</p> <ul style="list-style-type: none"> ▪ No qualifications attached = 0 points ▪ Relevant Degree (NQF 7) = 3 points ▪ Relevant Degree (NQF 7) and Certificate in Project Management = 4 points ▪ Relevant Honours level (NQF 8) and above qualification and Certificate in Project Management = 5 point 	10	100
<p>2. EXPERIENCE OF HEAD OF PROJECT MANAGEMENT</p> <p>A comprehensive curriculum vitae (CV) confirming at least ten (10) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history (including project management duties), duration of employment and at least three (3) contactable references.</p> <ul style="list-style-type: none"> ▪ Less than 10 years = 0 point ▪ 10 -12 years = 4 points ▪ Above 12 years = 5 points 	10	
<p>3. QUALIFICATIONS OF 3x PROCUREMENT MANAGERS</p> <p>Bidder must submit qualifications of three (3) individuals/human resources to serve as Procurement managers i.e. certified copy of post tertiary qualification (Degree level or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA). NB: Points for the three Procurement managers will be averaged to allocate final score.</p> <ul style="list-style-type: none"> ▪ No qualifications attached = 0 points ▪ Relevant Degree (NQF 7) = 3 points ▪ Relevant Honours level (NQF 8) qualification and above = 5 points 	10	

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4. EXPERIENCE OF X3 PROCUREMENT MANAGERS	10	
<p>A comprehensive curriculum vitae (CV) confirming at least seven (7) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history (including project management duties), duration of employment and at least three (3) contactable references. NB: Points for the three Procurement managers will be averaged to allocate final score.</p>		
<ul style="list-style-type: none"> ▪ Less than 7 years = 0 point ▪ 7 -9 years = 4 points ▪ Above 9 years = 5 points 		
5. QUALIFICATIONS OF 10 SENIOR PROCUREMENT OFFICERS	5	
<p>A certified copy of tertiary qualification (Degree or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA) NB: Points for Senior Procurement Officers will be averaged to allocate final score.</p>		
<ul style="list-style-type: none"> ▪ Relevant Degree (NQF 7) = 3 points ▪ Relevant Honours level (NQF 8) qualification and above = 5 points 		
6. EXPERIENCE OF x10 SENIOR PROCUREMENT OFFICERS	15	
<p>A comprehensive curriculum vitae (CV) confirming at least five (5) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history, duration of employment and at least two (2) contactable references. NB: Points for Senior Procurement Officers will be averaged to allocate final score.</p>		
<ul style="list-style-type: none"> ▪ Less than 5 years = 0 point ▪ 5 -7 years = 4 points ▪ Above 7 years = 5 points 		
7. EXPERIENCE OF BIDDER (COMPANY): PROCUREMENT/ SCM SUPPORT SERVICES	20	
<p>Bidder must submit a minimum of three (3) reference letters to demonstrate relevant experience and track record in successfully providing procurement /SCM support services (or similar) in the public sector. NB: Only letters with a minimum duration of six (6) months will be accepted</p>		
<ul style="list-style-type: none"> ▪ Less than 3 letters = 0 point ▪ 3 – 5 letters = 4 points ▪ More than 5 letters = 5 points 		
8. APPOINTMENT LETTERS/ PURCHASE ORDERS RECEIVED FROM PUBLIC SECTOR FOR PROBITY SERVICES	20	
<p>Bidder must submit a minimum of three (3) appointment letters/purchase orders</p>		

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received for probity work successfully completed in the public sector.		
<ul style="list-style-type: none"> ▪ Less than 2 letters = 0 point ▪ 2 – 4 letters = 4 points ▪ More than 4 letters = 5 points 		

Each panel member will rate each individual element on the above score sheet using the following scale: 1-Poor, 2-Average, 3-Good, 4-Very Good and 5- Excellent

NB: The bidder must score a minimum of 70% on technical evaluation for the bidder to be considered for further evaluation.

13.4 **PHASE 3: PRESENTATION**

PRESENTATION OF PROJECT PLAN TO DCS	Total Score
<p>1. Bidders must prepare a 20-minute presentation on the submitted project plan. The project plan must have clear milestones/timeframes and indicate how the project will be successfully completed within twenty-four (24) months. The presentation must focus on at least the following areas:</p> <p>1.1 Understanding of the project</p> <p>1.2 Project approach</p> <p>1.3 Management of human resources</p> <p>1.4 Experience of human resources to be allocated for the project</p> <p>1.5 How probity will be conducted before awarding of contracts</p> <p>The scores will be allocated as follows:</p> <ul style="list-style-type: none"> ▪ The presentation does not address all the focus areas i.e. 1.1 -1.5 above. = 3 points ▪ The presentation addressed all focus areas highlighted on paragraph 1.1 -1.5 above = 4 points ▪ The presentation covered more than the required focus areas highlighted on paragraph 1.1 -1.5 above = 5 points 	50

The below scoring matrix will be used for Phase 2.

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

The following formula will be used to convert the points scored against the weight:

Ps = Percentage scored for functionality by bid under consideration
So = Total scored for functionality by bid under consideration

Ms = Maximum possible score

$$P_s = \frac{S_o}{M_s} \times 100$$

Each panel member will rate each individual element on the above score sheet using the following scale: 1-Poor, 2-Average, 3-Good, 4-Very Good and 5- Excellent.

The bidder must score a minimum of 80% on presentation to be considered for further evaluation.

13.5 PHASE 4: PRICE AND SPECIFIC GOALS

13.5.1 In terms of Regulation of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the **80/20 or 90/10-preference** point system in terms of which points are awarded to bidders based on:

- a) **Bid price (maximum 80 points)**
- b) **Specific goals (maximum 20 points)**

13.5.2 The following formula will be used to calculate the points for price:

Cases with a Rand value below R50 million (all applicable taxes included)		
$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$		
Where:		
PS	=	Points scored for comparative price of bid or offer under consideration
Pt	=	Comparative price of bid or offer under consideration
Pmin	=	Comparative price of lowest acceptable bid or offer

13.5.3 Specific goals as per Department of Correctional Services policy will be awarded as follows:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)	Number of points allocated (80/20 system)
Women	4	8
Youth	2	5
Black	2	4
People living with disabilities	2	3

13.5.4 The following documentary proof must be submitted to claim for specific goals:

- 13.5.4.1 Women: Signed affidavit (signed off by SAPS) confirming gender, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.
- 13.5.4.2 Disability: Medical certificate signed by the doctor.
- 13.5.4.3 Black: Signed affidavit (signed off by SAPS) confirming race, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.
- 13.5.4.4 Youth: Certified Identity document, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

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Note: For a bidder to qualify for preference points, ownership of 51% or more per procurement goal/historically disadvantaged individual must be obtained.

13.5.5 The date of certification should not be older than six (6) months.

13.5.6 The points scored by a bidder in respect of specific goals will be added to the points scored for price.

13.5.7 The points scored will be rounded off to the nearest 2 decimals.

13.6 **RECOMMENDATION AND AWARD**

13.6.1 The Bid Evaluation Committee will recommend a preferred responsive bidder based on phase 1, phase 2, phase 3 and 4 to the Bid Adjudication Committee for award and approval.

13.6.2 The Department reserves the right to award contracts to more than one contractor for the same item.

13.6.3 **The bid will be awarded based on hourly rates.**

13.6.4 In cases of unforeseen circumstances where substitution of human resources must be done, the bidder will be expected to provide personnel with equivalent expertise (Qualification and experience) with the one submitted with the proposal.

14. **SECTION C**

14.1 **SUPPLIER DUE DILIGENCE**

The Department 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/ non-announced site visits.

14.2 **VENDOR ASSESSMENT**

The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:

- a) The bidder's financial position to execute the contracts,
- b) Letter confirming going concern status from the Accountant/ Auditor
- c) Bidder's operational plan on how to execute the supply of items bidding for.
- d) Previous contracts executed and current contracts
- e) Delivery periods, quality and quantity of products/services

14.3 COUNTER CONDITIONS

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 bid.

15. PAYMENTS

15.1 Payments will only be affected by the Department in the following cases: The successful completion of a delivery/service in line with the specification/terms of reference.

- a) Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- b) The invoices must be accompanied by an inspection certificate and/or proof of delivery.
- c) Invoices will be paid by the Department within thirty (30) days from the date of receipt.

15.2 The Department / Management Areas will not make a payment to or consult with a third party.

15.3 No third party is entitled to put an account of the relevant Management Areas on hold.

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

16. SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

16.1 The Department and the contractor will enter into a Service Level Agreement.

16.2 Department of Correctional Services will conduct meetings with the end users and contractors to discuss contracting issues.

16.3 Contracted suppliers must notify the Department of Correctional Services in writing of any unforeseeable circumstances that may adversely affect supply against the contract. The notification must be done twenty-one (21) days before the expected delivery date.

16.4 The Department of Correctional Services will monitor the performance of contracted suppliers for compliance to the terms of this contract as follows:

- a) Compliance to delivery lead times;
- b) Percentage of orders supplied in full first time;
- c) Compliance with reporting requirements according to reporting schedule.
- d) Attendance of compulsory quarterly meetings.

16.5 Any change in the status in supply performance during the contract period must be reported within Seven (7) days of receipt of such information to the Department of Correctional Services.

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

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

16.8 Contract performance management will be the responsibility of Management Area/ Self Accounting Store (end-user) and where supplier performance disputes cannot be resolved between the contractor and the relevant purchasing institution, The Directorate Contract Management must be informed for corrective action.

17. **MERGERS TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**

17.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Correctional Services writing thirty (30) days prior to such event of relevant details.

17.2 The Department 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.

17.3 A contracted supplier must inform the Department of Correctional Services within Fourteen (14) days of any changes of address, name, contact or banking details.

18. **BREACH OF CONTRACT**

18.1 The Department of Correctional Services reserves the right to terminate the contract(s) for not honouring contract obligations including submission of information.

19. **SETTLEMENT OF DISPUTES**

19.1 **Settlement**

The parties shall negotiate in good faith with a view to settling any dispute or claim arising out of or relating to this Agreement. All disputes shall be referred to the Chief Financial Officer of DCS and the National Commissioner of Department of Correctional Services to come up with a resolution mechanism. Failing which the dispute can be referred to Clauses 19.2. or 19.3.

19.2 **Mediation**

Any dispute arising out of or in connection with the Agreement should be settled amicably between both parties. The parties shall jointly refer to a mutually agreed mediator any dispute, which cannot be settled amicably, to be carried out by and on such terms as determined by the mutually agreed mediator.

19.3 Arbitration / Litigation

If either party is willing to agree to mediation or is satisfied with the opinion expressed by the mediator or should the mediation fail then such party may:-

- 19.3.1 Serve process instituting action arising out of such dispute or difference in a competent civil court: or
- 19.3.2 With the consent of the party, refer the dispute to arbitration by a single arbitrator, to be mutually agreed upon or, failing agreement, to be nominated by a mutually respected person. The arbitration shall be in accordance with the provisions of the Arbitration Act of 1965 as amended and shall be conducted in accordance with such procedure as may be agreed between the parties or, failing such agreement, in accordance with the Rules for the Conduct of Arbitrations published by the Associations of Arbitrators current at the date the arbitrator is appointed. Service of process under Clause 19.3.1. or referral to arbitration under Clause 19.3.2. shall take place within Ninety (90) days of the date of notice from either party declaring that the settlement negotiations under Clause 19.1. and 19.2 have failed, or, if mediation is agreed on within Ninety (90) days of the date of the mediator's opinion or the date upon which the mediator declares that the mediation has failed. Claims not brought within the time periods set out herein will be deemed to be waived.

20. TERMINATION

- 20.1 The Department shall be entitled to terminate this Agreement if one or more of the following occur:
- a) The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
 - b) The service provider enters into settlement arrangements with their creditors;
 - c) The service provider commits an act of insolvency;
 - d) In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.
- 20.2 The Department reserves its right to terminate the Contract in the event that there is a change in ownership of the service provider that has the effect that the over 50% ownership of the service provider belongs to the new owner without prior written approval of the Department.
- 20.3 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 day's written notice to remedy such non-compliance.
- 20.4 Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party Thirty (30) days written notice to that effect.

END



PRICING SCHEDULE (Professional Services) To be included in envelope two (2)

NAME OF BIDDER: BID NO.: HO 8/2022
CLOSING TIME 11:00 AM ON 02 MARCH 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

Table with 3 columns: ITEM NO, DESCRIPTION, BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED). Item 1: APPOINTMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF A CONSULTANT TO ASSIST DEPARTMENT OF CORRECTIONAL SERVICES IN SECURING NATIONAL CONTRACTS FOR PERISHABLE, NON-PERISHABLES, COAL AND CLEANING MATERIAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

- 1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases/ deliverables and including all expenses inclusive of VAT for the project. R.....

"ALL APPLICABLE TAXES INCLUDED" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract 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..

- 3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

Table with 3 columns: PERSON AND POSITION (in line with ToR), HOURLY RATE, DAILY RATE. Multiple rows with dashed lines for input.

-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
Total	R-----	-----

Additional costs p/m (to be indicated)

-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----	days
-----	R-----	-----	days
-----	R-----	-----	days
-----	R-----	-----	days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
TOTAL: R.....			

Notes to pricing:

- Bidders must provide rate-based pricing in line with proposed resources that are inline with DPISA and/or AGSA rates.
- A detailed fee arrangement/cost estimate fee would be required on rendering the services for this project.

- All bid prices should include all applicable taxes.
- Bid prices must also include all travel and accommodation which will be paid in line with DCS policy.
- Disbursement will be paid as and when incurred and proof thereof will be required

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract?
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

THE COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X 136
PRETORIA
0001
JB SIBANYONI
Tel: 012-305 8041

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

ANNEXURE TO PRICING SCHEDULE FOR PROFESSIONAL SERVICES: BID HO 8/2022: APPOINTMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF A CONSULTANT TO ASSIST DEPARTMENT OF CORRECTIONAL SERVICES IN SECURING NATIONAL CONTRACTS FOR PERISHABLE, NON-PERISHABLES, COAL AND CLEANING MATERIAL FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

MAIN CONTRACTOR:- _____

A) Identity Number of Consultant/ Employee	B) Name of Consultant/ Employee	C) Tariff per Hour	D) Estimated Hours finalising of Project	E) Total Amount for consultant (Cx/D)	Responsible For Deliverable (to be in line with the proposed deliverable)	% Percentage involvement in Project.

¹SUB CONTRACTOR:- _____

A) Identity Number	B) Name of Consultant	C) Tariff per Hour	D) Estimated Hours finalising of Project	E) Total Amount for consultant (Cx/D)	Responsible For Deliverable (to be in line with the proposed deliverable)	% Percentage involvement in Project.
		R				
		R				
		R				

¹ To be completed when Sub Contractors will be utilised for the completion of the project.

ANNEXURE TO SBD 3.3 PRICING SCHEDULE FOR PROFESSIONAL SERVICES
(Professional Services)

Deliverable NR.	Description of Deliverable	Person Involved/Responsible	Estimated Time frame to Finalize Deliverable	Tariff per Hour	Cost for finalization of deliverable
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

Total Cost for Project to be carried over to SBD 3.3



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF CORRECTIONAL SERVICES

TERMS OF REFERENCE FOR

ESTABLISHMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF A CONSULTANTS TO ASSIST DEPARTMENT OF CORRECTIONAL SERVICES IN SECURING NATIONAL CONTRACTS FOR PERISHABLES, NON-PERISHABLES COAL AND CLEANING MATERIALS FOR A PERIOD OF 24 MONTHS.

BID NO: HO

M.T. B RR

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MT B

1. PURPOSE

- 1.1 The purpose of these terms of reference (TOR) is to invite or request qualified service providers to submit a proposal to assist the Department of Correctional Services (DCS) to set up a project office by appointing a consultant in securing contracts for Perishables, Non-perishables, Coal and Cleaning materials.
- 1.2 These ToR are a preamble to the attached bid documents. Bidders must respond to applicable requirements of the Special Conditions of Contract.
- 1.3 The duration of contract is for a period of twenty-four (24) months.

2 BACKGROUND

- 2.1 In the past two (2) financial years, the DCS has incurred irregular expenditure due to non-availability of contracts. Therefore, to minimise the irregular expenditure, long term contracts must be secured for the above-mentioned commodities in each Region.
- 2.2 The Department of Correctional Service has six (6) regions excluding Head Office as indicated below:
 - a) Gauteng: 1077 Arcadia Street, Hatfield Forum East, Pretoria
 - b) Kwa-Zulu Natal: Eugene Marais Road, Pietermaritzburg
 - c) Free State/Northern Cape: Grootvlei, Dewetsdorproad, Bloemfontein
 - d) Western Cape: Goodwood Management Area, Peninsula Drive, Monte vista
 - a) Eastern Cape: Old Cape Road, St. Albans, Port Elizabeth
 - b) Limpopo, Mpumalanga, North-West: Losperfontein Correctional Centre, Wolwekraal road, Brits

3 POLICY FRAMEWORK

- 3.1 The services required by the Department shall be regulated by the following legislation, policies guidelines and other applicable regulations:
 - 3.1.1 The Constitution of the Republic of South Africa, 1996, (Act 108 of 1996) Sections 27(1)(b), 27(2) and 35(2)(e).
 - 3.1.2 Public Finance Management Act
 - 3.1.3 Preferential Procurement Regulations Framework Act.
 - 3.1.4 Treasury Regulations
 - 3.1.5 All other relevant regulations, legislations.
 - 3.1.6 All other relevant National Treasury Instructions and circulars.

4 SCOPE OF WORK

- 4.1 The appointed service provider will be required to assist and be part of the establishment of the Project Management Office to secure contracts for perishable, non-perishables, coal and cleaning material.
- 4.2 The service provider must have demonstrable experience and innovation, and sound business and technological ideas to employ in the provision of goods and service in Supply Chain Management with emphasis in Demand and Acquisition.
- 4.3 The service provider must develop a procurement strategy (that must cover economies of scale) to procure commodities: perishables, non-perishables, coal and cleaning material for Department of Correctional Services. Furthermore, the service provider will be required to:
 - 4.3.1 Develop a project plan with clear milestones to achieve these tasks.
 - 4.3.2 Develop and implement a system that will ensure that there is quality assurance process before any bid is submitted for award to prevent irregularities.
 - 4.3.3 Ensure that specification is in line with DCS self-sustainability model.
- 4.4 **The successful bidder will be required to:**
 - 4.4.1 Develop a project plan in line with DCS requirement to set Project Management Office to secure National Contracts in line with Self Sustainability Framework.
 - 4.4.2 Assist DCS to secure contracts for Perishable, Non-perishables, Coal and Cleaning materials in line with all the applicable requirements and Self Sustainability Framework by developing the specifications and evaluation of bids.
 - 4.4.3 Assist in developing a criterion to ensure that pricing for commodities and or proposals submitted are market related.
 - 4.4.4 Provide weekly progress report on the status of the project.
 - 4.4.5 Develop and Implement a separate independent tool to ensure all bids are compliant before final award by DCS Bid Adjudication Committee.
 - 4.4.6 Determination of the Evaluation Criteria for the bid
 - 4.4.7 Preparation of the bidding documents through the responsible SCM and procurement unit.
 - 4.4.8 Completion of Non-Disclosure and declaration of interest procedure for all committees and participates in the procurement process.
 - 4.4.9 Completion of internal consumption trends and needs for the various products in the perishable basket.
 - 4.4.10 Overseeing the receiving of bid, completion of compliance checks and preparation for evaluation
 - 4.4.11 Administer and Managing the evaluation process, shortlisting, due diligence and site visits.
 - 4.4.12 Overseeing and managing the negotiation and contract award process.

MF JB

4.5 The successful bidder will be required to have the following expertise:

- 4.5.1 Knowledge and understanding of the public procurement legislations and regulations such as PFMA, PPPFA, BBBEE Act and Code of Good Practice, applicable National Treasury Instruction Notes or Circulars.
- 4.5.2 Knowledge and understanding of SCM processes within the public sector.
- 4.5.3 Knowledge and understanding of Public Audit Act (PAA)
- 4.5.4 Knowledge and understanding of Contract Management prescripts.
- 4.5.5 Knowledge and understanding of Generally Recognised Accounting Practice (GRAP) or International Financial Reporting Standards (IFRS) requirements.
- 4.5.6 Knowledge of any other legislation impacting on Public Procurement.

4.6 Proposed resources:

4.6.1 The bidder must provide the following resources:

- Head of Project Management x1
- Procurement Managers x3
- Senior Administrative Officers x 10

NB*Extensive understanding of SCM environment will be critical in the success of the appointment of the service provider.

5 BID REQUIRMENTS

5.1 DETAILED PROJECT PLAN

- 5.1.1 Detailed project plan: The bidder must submit a detailed project plan with clear milestones/timeframes on how they will approach and successfully complete the project within twenty-four (24) months. The project plan must include but not limited to utilisation of proposed human resources to be employed, probity etc.

5.2 HUMAN RESOURCES REQUIRED AND QUALIFICATIONS

5.2.1 Head of the Project Management Office x1:

- 5.2.1.1 A certified copy of post tertiary qualification (Degree level or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA). A Certificate in Project Management will serve as an added advantage.,

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5.2.1.2 A comprehensive curriculum vitae (CV) confirming at least ten (10) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history (including project management duties), duration of employment and **at least three (3)** contactable references.

5.2.2 **Procurement Managers x3**

5.2.2.1 A certified copy of tertiary qualification (Degree level or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA).

5.2.2.2 A comprehensive curriculum vitae (CV) confirming at least seven (7) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history, duration of employment and **at least three (3)** contactable references.

5.2.3 **Senior Procurement Officers x 10**

5.2.3.1 A certified copy of tertiary qualification (Degree or higher) in Supply Chain Management, Accounting, Commerce, Finance or Auditing or an equivalent qualification at NQF level 7 as recognised by the South African Qualifications Authority (SAQA) and

5.2.3.2 A comprehensive curriculum vitae (CV) confirming at least five (5) years' experience in Supply Chain Management, with emphasis in Demand and Acquisition (Procurement). The CV must include but not limited to work history, duration of employment and **at least two (2)** contactable references.

5.3 **REFERENCE LETTERS**

5.3.1 Bidder must submit three (3) or more reference letters to demonstrate relevant experience and track record in successfully providing **procurement /SCM support services** (or similar) in the public sector. Only letters with a minimum duration of six (6) months will be considered. The reference letters must include, but not limited to, the following information:

- contactable details of the referee including signature
- must indicate services offered to the client,
- must be on the clients' letterhead,
- include the period of the contract i.e. Start and end date of contract

5.3.2 Bidder must submit a minimum of three (3) appointment letters/purchase orders received for probity work successfully completed in the public sector.

6 PRICING

- 6.1 Bidders must provide rate-based pricing in line with proposed resources that are inline with DPSA and/or AGSA rates.
- 6.2 A detailed fee arrangement/cost estimate fee would be required on rendering the services for this project.
- 6.3 Bid prices should include all applicable taxes.
- 6.4 Bid prices must include all travel disbursement/ accommodation as the project is nationally.
- 6.5 Payment will be processed based on deliverables/milestones.

7 BID DOCUMENTS

- 7.1 The complete set of bid documents is available at no cost and can be downloaded from www.etenders.gov.za and www.dcs.gov.za with the attachments and annexures:
 - 7.1.1 Standard Bidding Documents
 - 7.1.2 Pricing Schedule
 - 7.1.3 Special Conditions of Contracts
 - 7.1.4 Terms of References

8 SUBMISSION AND CLOSING DATE

- 8.1 The bid documents should not be retyped or redrafted. The completion of all documents/forms and the signature must be original.
- 8.2 Bidders must provide a detailed proposal accompanied by a project plan with a fee arrangement / cost estimate required for rendering the services of this project to the Department.
- 8.3 Proposals must be submitted at the Department of Cooperative Governance, The Foyer, Poyntons Building, c/o WF Nkomo and Sophie De Bruyn Street, Pretoria CBD; and be deposited into the Tender Box west block foyer.
- 8.4 One original and one copy of the original tender must be submitted.
- 8.5 The closing date is on **02 March** at 11h00.

9 ENQUIRIES

- 9.1 Request for enquiries: All inquiries relating to the requirements of this document should be directed to:

Mr Jacob Sibanyoni
Directorate Procurement
Department of Correctional Services
Email: Jacob.Sibanyoni@dcs.gov.za

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	4	8		
Youth	2	5		
Black	2	4		
People living with disabilities	2	3		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

BID HO 8/2022

APPOINTMENT OF A PROJECT MANAGEMENT OFFICE AND APPOINTMENT OF CONSULTANT TO ASSIST DCS IN SECURING CONTRACTS FOR PERISHABLES, NON-PERISHABLES COAL AND CLEANING MATERIAL FOR DEPARTMENT OF CORRECTIONAL SERVICES FOR PERIOD OF 24 MONTHS.

COMPULSORY INFORMATION MEETING

DEPARTMENT OF CORRECTIONAL SERVICES

Prospective bidders must attend the compulsory information meeting to acquaint themselves with the extent of the services required. A completed attendance certificate must be submitted together with the bid document.

Date: 15 FEBRUARY 2023
Time: 11 :00 AM
Venue: Poyntons Buildings C/O W.F. Nkomo and Sophie du Bruin Street, Logistics Boardroom 2nd Floor: Department of Correctional Services. (PRETORIA)

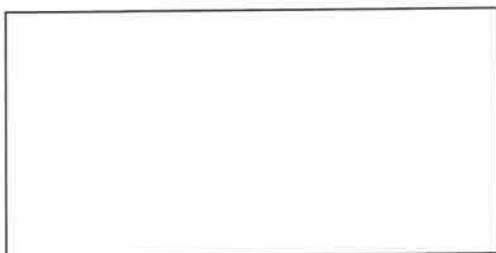
This is to certify that (name and surname).....
of (the company name)..... attended the
compulsory information meeting on the day of 2023.

.....
Signature of the bidder

.....
Signature of the dcs official

.....
Name and Surname (bidder)

.....
Name and Surname (DCS official)



.....

RANK

DEPARTMENTAL STAMP