



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, Vhumatshelo.Ralikhwatha@dcs.gov.za

Ref : 6/1/3/4
Enq : V Mbatha

The Manager

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

BID HO 1/2023: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT “IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES’ PAROLE SYSTEM” FOR A PERIOD OF ONE YEAR: DEPARTMENT OF CORRECTIONAL SERVICES.

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 12 October 2023** and will be valid for a period of **hundred and twenty (120) days** after the closing date.
- 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 their bid.

Yours faithfully

 Nsibadi NH

PP For National Commissioner: Correctional Services
Acting Director : Procurement
E.L. Motoma
Date: ...11/09/2023

**PART A
INVITATION TO BID**

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

BID NUMBER:	HO 1/2023	CLOSING DATE:	12 OCTOBER 2023	CLOSING TIME:	11:00 am
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DESCRIPTION	BID HO 1/2023: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT "IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES' PAROLE SYSTEM" FOR A PERIOD OF ONE YEAR: DEPARTMENT OF CORRECTIONAL SERVICES.
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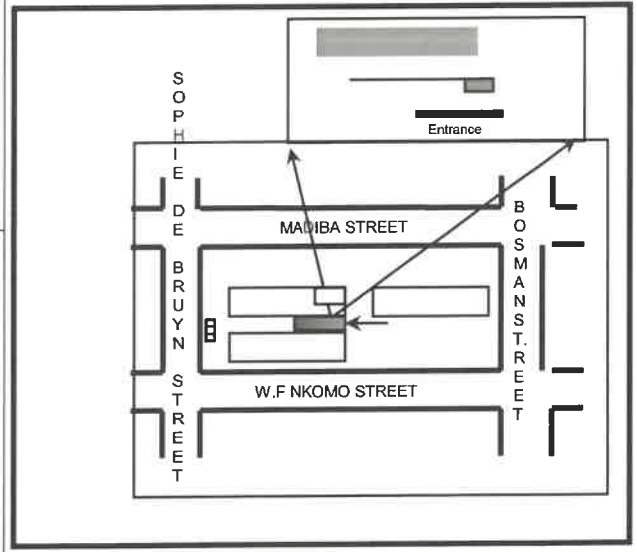
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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
1ST 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	Vhumatshelo Mbatha	CONTACT PERSON	
TELEPHONE NUMBER	012 307 2121	TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Vhumatshelo.Ralikhwatha@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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

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

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

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:

.....

.....

.....



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

NAME OF BIDDER: BID NO.: HO 1/2023
CLOSING TIME 11:00 AM ON 12 OCTOBER 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: BID HO 1/2023: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT 'IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES' PAROLE SYSTEM' FOR A PERIOD OF ONE YEAR: DEPARTMENT OF CORRECTIONAL SERVICES.

- 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, HOURLY RATE, DAILY RATE. Includes five rows of dashed lines for data entry.

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

Table with 3 columns: Phase description, Hourly rate, Daily rate. Includes three rows of dashed lines for data entry.

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.....			

- 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
OM KEKANA
Tel: 012-305 8549

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

ANNEXURE TO PRICING SCHEDULE FOR PROFESSIONAL SERVICES: BID HO 1/2023: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT "IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES' PAROLE SYSTEM" FOR A PERIOD OF ONE YEAR: DEPARTMENT OF CORRECTIONAL SERVICES.

MAIN CONTRACTOR:- _____

A) Identity Number of Consultant/ Employee	B) Name of Consultant/ Employee	C) Tariff per Hour	D) Estimated Hours finalizing of Project	E) Total Amount for consultant (CxD)	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 (CxD)	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.
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DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT

**APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT
"IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF
CORRECTIONAL SERVICES' PAROLE SYSTEM" FOR A
PERIOD OF ONE (1) YEAR (12 MONTHS): DEPARTMENT OF
CORRECTIONAL SERVICES**

T.G

T.J D M

N.M

2.B.M

NDM



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T.J
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N.M



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T.J B M
M.M 2.B.M
NDM



1. INTRODUCTION

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

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

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

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

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

4. CONTRACT PERIOD

- 4.1 The contract shall be for a period of twelve (12) months to conduct Implementation Evaluation of the Department of Correctional Services Parole System.

5. RESPONSE FIELDS

- 5.1 It is imperative that bidders submit responsive price bids by completing all mandatory response fields and item questionnaires for the individual items. In this regard bidder's attention is drawn to the response field and price structure explanations and examples supplied in the price bid document.
- 5.2 Bid documents should not be retyped or redrafted.



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

Document	Description
SBD 1	Invitation to bid
SBD 3	Pricing Schedule for Professional Services
SBD 4	Bidders disclosure
SBD 6.1	Claim Form in terms of Preferential Procurement Regulations 2022

5.4 Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

6. EVALUATION OF PROPOSAL

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3
Mandatory Requirements	Functionality	Price and Specific goals
Compliance with mandatory requirements	Evaluation of Proposal against criteria.	Price quotation to be evaluated in terms of PP Regulations

7. SUBMISSION OF BIDS

7.1 Bidders are required to submit their proposals in two envelopes in the following format:

Envelope 1 marked with the name of the Bidder and titled:

“PRE-QUALIFYING AND MANDATORY DOCUMENTS AND TECHNICAL PROPOSAL ON FUNCTIONALITY: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES PAROLE SYSTEM.”

This envelope must contain the following :

7.2 Phase 1: Mandatory Requirements

7.2.1 Registered on CSD

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



7.2.1.2 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.

7.2.1.3 **Only bidders whose tax matters are in order will be considered for award.**

N:B BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS:

7.2.1.4 The bidder must provide copies of at least three (3) most recent evaluation reports that were conducted in the past eight (8) years.

7.2.1.5 The bidder must provide at least three (3) reference letters from organisations (not older than 8 years) with reference of the work undertaken, date and value of work. The references must indicate service performed, contact and duration of work.

7.2.1.6 The bidder must provide a detailed evaluation methodology/approach to be used to carry out the scope of the work.

7.2.1.7 The bidder must provide a detailed implementation project plan with details of all phases of related implementation evaluation activities, milestones and major deliverables. Work breakdown structure indicating allocation of personnel.

CV AND QUALIFICATIONS OF THE PROJECT MANAGER:

7.2.1.8 The bidder must submit the project manager's CV demonstrating qualifications, skills and experience of the project manager/team leader in evaluation. Furthermore, the CV should provide a list of evaluation projects that were successfully completed.

7.2.1.9 A Master's degree in Social Sciences or related field is the minimum requirement. A Doctor of Philosophy (PhD) or related field is an added advantage.

7.2.1.10 The bidder must submit the project manager's experience in previously managing successful evaluations. A list of projects and references of completed projects.

CV AND QUALIFICATIONS OF EVALUATION SPECIALIST

7.2.1.11 The bidder must submit the qualifications, skills and experience of the evaluation specialist.

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- 7.2.1.12 The bidder must submit the evaluation specialist's experience in previously managing successful evaluation. A list of projects and references of completed projects.
- 7.2.1.13 An Honours degree/post graduate diploma in evaluation is the minimum requirement. A Master degree in evaluation is an added advantage.

CV, QUALIFICATIONS AND EXPERIENCE OF EVALUATION ASSISTANTS/ RESEARCH ASSISTANTS

- 7.2.1.14 The bidder must submit the qualifications, skills and experience of the evaluation assistants/research assistants.
- 7.2.1.15 A minimum of a University Degree (NQF 7) or equivalent qualification in Social Sciences/Criminology or A post graduate qualification (Honours) in Social Sciences or M & E. **Master's degree will be an added advantage.**
- 7.2.2 **Failure to comply with the mandatory requirements will invalidate your bid.**

7.3 Phase 2 (Functionality Evaluation)

- 7.3.1 The criteria and weights as per paragraph 8.1 will be applied during Phase 2 of the evaluation process.
- 7.3.2 The Bid Evaluation Committee evaluates the bid against the set criteria indicated in the special conditions. A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded. The allocation of points will not be affected on a basis of consensus.
- 7.3.3 The following scoring matrix will be used for Phase 2:

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

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

$$P_s = \left(\frac{S_o}{M_s} \right) \times 100$$

Where:



P_s = Percentage scored for functionality by bid under consideration

S_o = Total score of bids under consideration

M_s = Maximum possible score

7.3.5 Only bidders who achieve the threshold score of 75% will be short-listed to proceed to Phase 3

8. FUNCTIONAL EVALUATION

8.1. The following criteria will be applied during evaluation of the bid:

	Functionality criteria	Weight
1.	The quality of evaluation methodology	25
2.	Service provider's relevant previous experience on evaluation	20
3.	CV and qualifications of the project manager	20
4.	CV and qualifications of evaluation specialist	20
5.	CV, qualifications and experience of the evaluation assistants/research assistants	10
6.	Detailed Implementation Project Plan (Including details of all phases of related implementation evaluation activities, milestones and major deliverables. Work breakdown structure indicating allocation of personnel) Quality of activity-based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities).	5
	Total Weight	100

N:B IN CASES WHERE MORE THAN ONE PERSONNEL IS PROPOSED FOR THE PROJECT MANAGER OR EVALUATION SPECIALIST, PERSONNEL WITH HIGHEST EXPERIENCE WILL BE CONSIDERED FOR THE PURPOSE OF EVALUATION.

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No	Functional criteria	Weight	Scoring Criteria
1.	<p>The evaluation methodology/approach</p> <p>The bidder must provide a detailed evaluation methodology/approach to be used to carry out the scope of the work.</p> <p>The completeness, quality of the proposal and how well it addresses the requirements and the needs of the department as detailed in the terms of reference.</p>	25	<p>0= The proposal did not provide a detailed evaluation methodology/approach to be used to carry out the scope of work.</p> <p>1= The proposal partially provided evaluation methodology/approach to be used to carry out the scope of work.</p> <p>3= The proposal sufficiently provided a detailed evaluation methodology/approach to be used to carry out the scope of work.</p> <p>5= The proposal sufficiently provided a detailed evaluation methodology/approach to be used to carry out the scope of work and additional value-added information</p>
2.	<p>Service provider's relevant previous experience on evaluation</p> <p>(a) Demonstrated experience of undertaking evaluations. Provided proof of most recent evaluation reports that were conducted in the past eight (8) years.</p>	20 10	<p>0= no recent evaluation report submitted.</p> <p>1= 1-2 most recent reports on evaluation submitted.</p> <p>3= 3-4 most recent evaluation reports submitted.</p> <p>5= 5 and above most recent evaluation reports submitted.</p>

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	(b) Three reference letters from organisations (not older than 8 years) with reference for work undertaken, date and value of the work.	10	0= no reference letters submitted. 1= 1-2 reference letters for the work undertaken, date and value of work submitted. 3=3-4 reference letters for the work undertaken, date and value of work submitted. 5= 5 and above reference letters for the work undertaken, date and value of work submitted.
3.	CV and qualifications of the Project Manager	20	0= No CV and Qualifications of the project manager was provided.
	(a) Qualifications, skills and experience of the project manager/team leader should be clearly stated in the Curriculum Vitae (CV) with certified copies of qualifications attached. A Master's degree in Social Sciences or related field is the the minimum requirement. A Doctor of Philosophy (PhD) in Social Sciences/Criminology or related field is an added advantage the minimum requirement.	10	3= CV provided with relevant qualification (MA degree in social sciences or relevant field), skills and experience of the project manager. 5= CV provided with relevant qualification (PhD) in Social Sciences/criminology or relevant field), skills and experience of the project manager.
	List of projects with a minimum value of R 1 000 000.00 per evaluation that were successfully completed	10	0= no evidence of successfully complete evaluation projects with a minimum value



	<p>(b) The project manager has successfully completed evaluation projects with a minimum value of R 1 000 000.00 per evaluation project. A list of projects and references of completed projects is submitted. Adjust</p>		<p>of R 1000 000.00 per evaluation.</p> <p>1= (1-2) evaluation projects successfully completed with a minimum value of R 1 000 000.00 per evaluation.</p> <p>3= 3-4 evaluation projects successfully completed with a minimum value of R 1 000 000.00 per evaluation.</p> <p>5= 5 and above evaluation projects successfully completed with a minimum value of R 1 000 000.00 per evaluation.</p>
4.	<p>CV and qualifications of evaluation specialist</p> <p>(a). Qualifications, skills and experience of the evaluation specialist should be clearly stated in the Curriculum Vitae (CV) with certified copies of qualifications attached.</p> <p>An honours degree/post graduate diploma in evaluation is a minimum requirement. Master's degree in evaluation is an added advantage.</p>	<p>20</p> <p>10</p>	<p>0= No CV and qualifications of the evaluation specialist was provided.</p> <p>1= CV and qualifications of the evaluation specialist was provided without honours degree/post graduate diploma.</p> <p>3= CV and qualifications of the evaluation specialist was provided with honours degree/post graduate diploma.</p> <p>5= CV and qualifications of the evaluation specialist</p>



			was provided with honours degree/post graduate diploma and Master's degree.
	(b) The evaluation specialist has successfully completed evaluation projects with a minimum value of R 1 000 000.00 per evaluation projects. A list of projects and references of completed projects is submitted. Spelling.	10	<p>0= no evidence of successfully completed evaluation projects with a minimum value of R 1000 000.00 per evaluation.</p> <p>1= (1-2) evaluation projects successfully completed with a minimum value of R 1 000 000.00 per evaluation.</p> <p>3= 3-4 evaluation projects successfully completed with a minimum value of R 1 000 000.00 per evaluation.</p> <p>5= 5 and above evaluation projects successfully completed with a minimum value of R 1 000 000 per evaluation.</p>
5.	<p>CV, qualifications and experience of research assistants/evaluation assistants</p> <p>Qualifications and experience of the evaluation team should be clearly stated in their CVs.</p> <p>The evaluation research assistants / evaluation assistants should have a minimum of a University degree in (NQF 7) or equivalent qualification in Social Sciences/Criminology.</p>	10	<p>0= No CVs and qualifications of the research assistants/evaluation assistants submitted.</p> <p>1. CVs of the research assistants/research assistants provided with a minimum of a University Degree (NQF 7) or equivalent qualification in Social</p>



	<p>A post graduate qualification in Social Sciences or M&E will be an added advantage.</p>		<p>Sciences/Criminology. The CVs did not outline experience in evaluation.</p> <p>3= CVs provided with a minimum of a University Degree (NQF 7) or equivalent qualification in Social Sciences/Criminology. The CVs includes a post graduate qualification (Honours) in Social Sciences or M & E. The CVs outline skills and experience of evaluation team.</p> <p>5= CVs provided with a minimum of a University Degree (NQF 7) or equivalent qualification in Social Sciences/Criminology. The CVs includes a post graduate qualification (Masters) in Social Sciences or M & E. The CVs outlines experience of evaluation team.</p> <p>N:B In case where more than one personnel are proposed for research assistants/ evaluation assistants the average score will be adopted.</p>
6.	<p>Detailed Implementation Project Plan</p> <p>The bidder must provide a detailed Implementation Project Plan with</p>	5	<p>0= No detailed Implementation Project Plan provided.</p> <p>1= Implementation</p>

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	<p>details of all phases of related implementation evaluation activities, milestones and major deliverables. Work breakdown structure indicating allocation of personnel.</p> <p>Quality of activity-based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities)</p>		<p>Project Plan provided but not addressing details of all phases of related implementation evaluation activities.</p> <p>3= Implementation Project Plan available and addressing milestone, deliverables, allocation of personnel but not include the aspect of quality of activity-based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities).</p> <p>5= Implementation Project Plan available clear and realistic. The project plan address phases of related implementation evaluation activities, milestone, deliverables, allocation of personnel. The project plan address quality of activity - based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities).</p>
	Total score	100	
	Threshold score	75%	

NB: The bidder must score a minimum of 75% on technical evaluation for the bidder to be considered for further evaluation.

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8.2. **Phase 3: Price and Specific Goals**

8.2.1. **Only bidders who achieve the threshold score of 75% will be short-listed to proceed to Phase 3.**

8.2.2.

✚ Envelope 2 marked with the name of the Bidder and titled:

“FINANCIAL PROPOSAL: APPOINTMENT OF A SERVICE PROVIDER TO CONDUCT IMPLEMENTATION EVALUATION OF THE DEPARTMENT OF CORRECTIONAL SERVICES PAROLE SYSTEM”

This envelope must contain the following:

8.2.3. **A detailed SBD 3.3 Pricing Schedule (Professional Services)**

8.2.4. **Attachment of breakdown of detailed on costs. Total amount to be in line with ceiling price quoted on SBD 3 pricing Schedule.**

8.2.5. **In terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive price quotations will be adjudicated by the Department on the 80/20 preference point system in terms of which points are awarded to bidders on the basis of:**

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

8.2.6. 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 price quotation or offer under consideration
Pt	=	Comparative price of price quotation or offer under consideration
PMin	=	Comparative price of lowest acceptable price quotation or offer

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8.2.7. 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 (80/20 system)
Women	8
Youth	5
Black	4
People living with disabilities	3

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

8.2.8.1. Women: Signed affidavit (signed off by SAPS) confirming gender, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

8.2.8.2. Disability: Medical certificate signed by the doctor.

8.2.8.3. Black: Signed affidavit (signed off by SAPS) confirming race, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

8.2.8.4. Youth: Certified Identity document, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

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

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

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

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

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8.3. Awarding of bid

- 8.3.1. A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and Specific goals), unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the price quotation to another bidder.
- 8.3.2. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.
- 8.3.3. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

9. **VALUE ADDED TAX**

- 9.1. All bid prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.
- 9.2. Failure to comply with this condition will invalidate the bid.

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

- 10.1. It is important that bidders acquaint themselves with the content of the bidder's disclosure (SBD 4).
- 10.2. A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**
- a) The bidder is employed by the state; and/or
 - b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the price quotation(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the price quotation.
- 10.3. The bidder's disclosure (SBD 4) must be completed in full.
- 10.4. Declarations of any nature will not necessarily prejudice any bidder, however should a bidder knowingly submit false declarations, this Department will act against such bidder (company) and/or its Directors in terms of paragraph 23 of the General Conditions of Contract.



11. PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS

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

12. FRONTING

- 12.1. The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:
- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
 - b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the price quotation evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the price quotation documents.
- 12.2. 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 14 days from the date of notification may invalidate the price quotation/ 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.

13. PRICE AND PRICE QUALIFICATION

- 13.1. Prices submitted for this price bids are firm.
- 13.2. Prices shall be quoted in South African currency.



- 13.3. The price quotation prices shall be given in the units shown.
- 13.4. Prices must be inclusive of delivery cost and all applicable taxes.

14. SUBMISSION OF BIDS

- 14.1. Each bid should be submitted in a separate sealed envelope or suitable cover on which the name and address, the price number and the closing date must be clearly endorsed.

15. LATE PRICE BIDS

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

16. COMMUNICATION

- 16.1. No communication with any Procurement Official will be allowed during the running period of the price bid.
- 16.2. Communication after the closing date of the bid quotation must be in writing and addressed to the Directorate Procurement Administration.
- 16.3. The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will invalidate your price quotation.

17. COUNTER CONDITIONS

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

18. DUE DILIGENCE

- 18.1. The Department will have the right to confirm the ability of bidders to execute this contract successfully.
- 18.2. The premises/factory of the bidder or contractor should be open at all reasonable hour for inspection by a representative of the Department and/or its approved institution.
- 18.3. **Should the contractor not cooperate in any of these matters and/or do not have the capability to execute the contract his/her offer will be regarded as not acceptable.**



19. NEGOTIATIONS

- 19.1. The Department reserves the right to negotiate with bidders prior to the award of the bid quotation.

20. ORDERS/DELIVERIES/DELIVERY BASIS

- 20.1. Before the project can commence, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 20.2. Firm delivery period must be quoted for the duration of the contract period.
- 20.3. The Department may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

21. CONTRACT MANAGEMENT

- 21.1. Any patents or copyright developed from this project will belong to the DCS.
- 21.2. The service provider will sign a confidentiality agreement regarding the protection of the Department's information that is not in the public domain.
- 21.3. The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
- 21.4. Contractor must inform the relevant Institution immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

22. PENALTIES

- 22.1. The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)
- 22.2. The following formula will be utilized for this purpose:

$$Penalty = \left(Vx \frac{10}{100} \right) x N$$

V = Value of delayed goods or services

N = Number of days of delay

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

- 22.3. In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of

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Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

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

23. PAYMENTS

- 23.1. Payments will only be affected by the Department in the following cases:

23.1.1. The successful completion of a delivery in line with the specification.

23.1.2. Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.

23.1.3. The invoices must be accompanied with proof of delivery.

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

24. SETTLEMENT OF DISPUTES

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

Terms of Reference for:	Implementation Evaluation of The Department of Correctional Services Parole System
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1. BACKGROUND / CONTEXT

The National Development Plan (NDP) Outcome 3, states: *"All people in South Africa are and feel safe."* The improvement of the Parole System in South Africa should contribute directly to this outcome as it intends to improve consistency and quality of parole decisions, ensure greater compliance with the provisions of the Promotion on Administrative Justice Act, 2000, No 3 of 2000 and to increase public transparency and participation in the parole processes (Department of Correctional Services, 2021:50). In ensuring that the parole system best suits the South African people, the Department of Correctional Services (DCS) recognizes the importance of inputs by all role-players including other Government Departments, the Judiciary, Non-governmental organizations, Faith based organizations and the public in general.

The legal framework which impacts on the implementation of sentences and the eventual placement and release of offenders are found at both domestic and international level. They are cross-cutting and found in various branches of the law ranging from the Constitution of the Republic of South Africa, Criminal Procedure Act, Correctional Services Act. It also includes guidelines or standards that are not necessarily promulgated into law but have normative significance in providing direction to decision makers in the implementation of sentences by courts.

The Department of Correctional Services is responsible for the incarceration, rehabilitation and social re-integration of offenders. The placement of offenders on parole is part of corrections mandate . The placement of offenders on parole/correctional supervision is aimed at:

- Enabling an offender subjected to correctional supervision to be fully integrated into society when he/she completes their sentence;
- Elevating the role of victims and community members in social justice by providing a range of opportunities for dialogue, negotiations and problem solving which can lead to a greater sense of community safety and social harmony.

The placement of qualifying offenders on parole/correctional supervision is preferred as opposed to the unconditional release of offenders on expiry of their sentences. Offenders who are released unconditionally are not gradually reintegrated as the department does not have control over them and cannot offer support.

The Correctional Services Act (CSA) 111 of 1998 as Amended (32/2001), Chapters V1 and V11 as well as the White Paper on Corrections (2005) sec 4.4.5 make provision for

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the current parole system through which offenders are afforded an opportunity to complete their sentences outside of correctional centres. Offenders placed on parole are assisted and supported to lead socially responsible and crime-free lives during their parole period and beyond.

In terms of section 2 of the Correctional Services Act (CSA) 111 of 1998 as Amended (32/2001), DCS is mandated, amongst other things, to "promote social responsibility and human development of all offenders to ensure that they are successfully reintegrated into society". Parole system offers the Department (DCS) a vehicle to plan and execute this mandate in a manner that is both equitable and effective. The Department of Correctional Services contributes to outcome number three of the National Development Plan (NDP) which talks to South Africans feeling safe and free from crime by reducing re-offending through its rehabilitation programmes while incarcerated as well as the re-integration programmes offered during placement under correctional supervision.

The current parole system has not been evaluated since its inception. There is no clear evidence on whether the current adopted parole model is efficient in assessing the risk probability of reoffending by offenders nor has the model been assessed for its effectiveness in supporting successful reintegration. Rehabilitation is the core factor in determining parole. It is therefore imperative that the current model of parole is evaluated to improve and strengthen the system. Society's concern about the parole system can only be addressed by ensuring that the system does not result in reoffending behaviour by parolees. A supportive society will go a long way in assisting offenders in rebuilding their lives as good citizens.

2. PURPOSE

The purpose of the evaluation is to evaluate whether the implementation of the parole administration system, which informs the decision-making processes by the delegated authorities is effective in ensuring the successful re-integration of parolees into society.

3. FOCUS OF THE EVALUATION

3.1. Key Evaluation Questions

- i. How relevant and appropriate is the risk profiling process in assessing the risk level of an offender?
- ii. Is there consistency in the implementation of the parole system across all correctional supervision and parole boards (CSPB) in the country? If NOT, which aspects of this system are being implemented inconsistently and WHY?
- iii. To what extent are the rehabilitation interventions aimed at preparing offenders for successful reintegration effective, if Not how can they be improved?
- iv. Does the department provide necessary support to probationers and parolees to ensure compliance to parole condition, if Not why?

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- v. Do the delegated authorities have access to relevant resources from correctional centres and community corrections to inform their parole decision-making processes? If yes, how effective are the relevant resources on parole decision making process? If not, what are the challenges with the relevant resources on parole decision making process?
- vi. Are offender, parolees and probationers case management processes implemented as intended? If NOT where are deviations and what are the factors contributing to such deviations. Are these factor case specific or show a trend?
- vii. Are the parole boards composed of suitably qualified members? If not, how can the recruitment process be improved to ensure that the required levels of expertise are realised?

3.2. Potential users of the evaluation

The following stakeholders shall benefit from the evaluation process:

- Department of Correctional Services (DCS)
- Judicial Inspectorate of Correctional Services (JICS)
- Minister of Justice and Correctional Services
- Parliament
- Department of Planning Monitoring and Evaluation (DPME)
- Criminal Justice System
- Civil society organizations
- General public
- Victims of Crime
- Private Sector
- Academic institutions

Table 1: potential users of the evaluation results and how they will/may use the information

Stakeholders category	How they stand to benefit from the Evaluation process
Department of Correctional Services (DCS): <ul style="list-style-type: none"> • Offenders, parolees and probationers • Parole Boards and NCCS • Centers and Heads of Community Corrections • Heads of Correctional 	<ul style="list-style-type: none"> • A well-functioning, world-class parole system that ensures successful re-integration of offenders into society • Society's acceptance of the parole system and support for restorative justice • Society's involvement and support of offender rehabilitation initiatives • Reduction in appeals made against parole board decisions • Improvement of Case Management and risk profiling processes will lead to evidence-based decision making • Improvement in the parole recruitment criteria will enhance the expertise required to sit on parole boards • It will help them in decision making with regard to parole system process
Judicial Inspectorate of	<ul style="list-style-type: none"> • It will capacitate JICS to make informed

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Correctional Services (JICS)	decisions around parole issues.
Minister of Justice and Correctional Services	<ul style="list-style-type: none"> • Reduction in potential law suits against the department (DCS) for alleged violation of offender's rights to parole • Reduction in parolee recidivism rate
Parliament	<ul style="list-style-type: none"> • Lead to more structured reviews and fruitful debates on parole related matters
Department of Planning Monitoring and Evaluation (DPME)	<ul style="list-style-type: none"> • Facilitate and advise on improvement of the parole system • Advise JCPS Cluster and Cabinet on the effectiveness and efficiency of the implementation of the parole system • Promote accountability and transparency
Criminal-Justice System	<ul style="list-style-type: none"> • Reduction in offences committed by parolees leading to reduction in re-offending (arrests, convictions and re-incarcerations)
Civil society organizations	<ul style="list-style-type: none"> • Improved cooperation with DCS on matters of parole and human rights of offenders and people subjected to conditions of incarceration
The general public	<ul style="list-style-type: none"> • A high sense of social justice • A high sense of safety • Improved confidence in the criminal-justice system
Victims of crime	<ul style="list-style-type: none"> • It will help the victims have a better understanding of the parole system and might improve their participation in this process.
Private Sector	<ul style="list-style-type: none"> • It will enable the private sector to explore avenues for potential partnerships with government to improve the parole system and enhance employment opportunities for parolees who bring skills to businesses.
Academic institutions	<ul style="list-style-type: none"> • The evaluation report will help academics to identify areas for further research on parole.

3.3. Scope of the evaluation

3.3.1. Time period

The evaluation will cover the implementation period from 2018 to 2022.

3.3.2. Intervention Components to be covered

Offender risk-profiling process; offender case management processes, rehabilitation interventions, parole decision making processes, CSPB recruitment processes, social re-integration processes (e.g. monitoring of parolees, facilitation of employment opportunities etc)

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3.3.3. Geographic Coverage

The following correctional supervision and parole boards were pre-selected for the study to bring balance between rural and urban based management areas.

	Regions	Management Areas	
		Urban	Rural
1	Western Cape	Pollsmoor	Brandvlei
2	Eastern Cape	East London	Umtata
3	Free State Northern Cape	Kimberley	Goedemoed
4	Gauteng	Johannesburg	Boksburg
5	KwaZulu Natal	Durban Westville	Ncome
6	Limpopo Mpumalanga North West	Polokwane	Rooigrond

4. A DETAILED PROPOSED METHODOLOGY / APPROACH

The prospective service provider should provide a detailed methodology/approach that include both qualitative and quantitative methods to address the key evaluation questions in section 3. 3.1 above. The service provider will be expected to produce an evaluation matrix to indicate how the evaluation questions will be covered, and what methods will be used to address these. The final methodology will be the outcome of the discussion between the service provider and the Department of Correctional Services together with DPME during inception phase.

4.1. Literature and Document review

The service provider will be expected to review both local and international literature on the parole system. Document review will include, related policies and regulations, organizational plans and reports, conventions, and relevant guidelines if applicable. Benchmarking must provide insights into good practices and provide real-world lessons for South Africa. The Department of Correctional Services will provide access to relevant departmental data for the evaluation.

4.2. Data collection with the key participants

Data should be collected physically from the selected correctional supervision and parole boards. Key participants should be interviewed/complete questionnaire during data collection processes. The service provider should have enough human resource capacity to be spread throughout all selected correctional supervision and parole boards in the regions and management areas as this is a national study.

4.3. Sampling

The service provider will propose sampling procedure to be adopted for the evaluation. The participants involved in the parole boards are spread on Table 2, 3 and 4 below:

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Table 2: Sample frame for parole boards, parole board chairperson, deputy chairperson, community members who form part of the parole board and parole board secretary, case management committee and correctional assessment officer.

Region	Number of parole boards	Number of parole board chairperson	Number of Deputy Chairperson	Number of community members who form part of parole board	Parole Board secretary	Correctional Centers	Community Corrections
FSNC	07	07	07	14	07	47	37
EC	09	09	09	18	09	45	40
GP	11	11	11	16	11	26	13
KZN	08	08	08	22	08	42	36
WC	10	10	10	16	10	44	26
LMN	08	08	08	20	08	37	66
6	53	53	53	106	53	243	218

Table 3: Sample frame for parole boards, regional heads corrections, regional heads: social reintegration, parolees who were re-arrested for crime committed after placement, SAPS member, and case management committees

Region	Number of parole Boards	Number of Regional Heads Corrections	Number of Regional Heads: Coordinator Social Reintegration - Corrections	Number of SAPS Officials	Number of Case Management Committee members	Correctional Centers	Community Corrections
FS/NC	07	01	1	07	47	47	37
EC	09	01	1	09	43	45	40
GP	11	01	1	11	38	26	13
KZN	08	01	1	08	40	42	36
WC	10	01	1	10	38	44	26
LMN	08	01	1	08	32	37	66
Regional Total	53	6	6	53	238	243	218

Table 4: Correctional Supervision & Parole Review Board selected from members of the NCCS and consists of

Official	Numbers
1. Judge as a Chairperson	01
2. A director or a deputy director of Public Prosecutions	01
3. A member of the Department of Correctional Services	01
4. A person with special knowledge of the correctional	01

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system	
5. Two representatives of the public	02
6. SAPS member	01
Total	7

4.4. Workshops

Two workshops will be held with stakeholders together with the successful service provider – one to develop the theory of change and the other one to validate the draft report as well as findings and recommendations. The costs of the workshops will be covered by DCS.

4.5. EXPECTATIONS FROM THE BIDDERS

The bidders are expected to submit the following:

4.5.1. A full report/summary of such evaluation reports

The bidder will be expected to provide at least three (3) copies of most recent evaluation reports that were conducted in the past eight (8) years.

4.5.2. Reference letters

The bidders are expected to submit at least three (3) reference letters from organisations (not older than 8 years) with reference of the work undertaken, date and value of work. The references must indicate services performed, contact and duration of the work.

4.5.3. A detailed evaluation methodology/approach

The bidder must provide a detailed evaluation methodology/approach to be used to carry out the scope of work. The completeness, quality of the proposal and how well it addresses the requirements and needs of the department as detailed in the terms of reference.

4.5.4. Detailed implementation project plan

The bidder must provide a project plan with details of all phases of related implementation evaluation activities, milestone and deliverables. The project plan should indicate allocation of personnel. In addition, the project plan should address quality of activity-based plan with timelines and activities (including effort for different consultants per activity and time frame linked to activities).

4.5.5. CV and qualifications of the project manager

The CV of the project manager must clearly outline the evaluation projects that were successfully conducted with the value of at least R 1 000 000.00 per evaluation. However, take note that the similar projects submitted without indicating the value of the project will be scored zero. The certification copies of qualifications must not be more than six (6) months old.

4.5.6. Copies of qualification/s of the project manager

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The project manager should have a Master's Degree in Social Sciences or related field of the study. A Doctor of Philosophy (PhD) in Social Sciences/Criminology or related field will be an added advantage.

4.5.7. CV and qualifications of evaluation specialist

The CV of evaluation specialist must clearly outline the evaluation projects that were successfully conducted with the value of R 1 000 000.00 per evaluation. However, take note that the evaluation projects submitted without indicating the value of the project will be scored zero.

4.5.8. Copies of qualification/s of evaluation specialist

The evaluation specialist should have an Honours degree/post graduate diploma as a minimum requirement. A Master's Degree in evaluation will be an added advantage. The certification copies of qualifications must not be more than six (6) months old.

4.5.9. CV's and copies of qualification/s of evaluation assistants/research assistants

The bidder must submit the CV's and qualifications of the evaluation assistants/ research assistants. The CV's must clearly outline the qualifications and experience of the evaluation assistants/ research assistants. The evaluation specialist should have a minimum of the university degree (NQF 7) or equivalent qualifications in Social Sciences/Criminology. A post graduate qualification (Honours/Master's Degree) in evaluation will be an added advantage. The certification copies of qualifications must not be more than six (6) months old.

4.5.10. Certified copies of qualification/s of the evaluation/research team

The certification copies of qualifications of the evaluation/research team must not be more than six (6) months old.

5. DELIVERABLES AND TIME FRAMES

5.1. Products/deliverables expected from the evaluation

The following deliverables will be expected:

- A **Theory of Change** for the intervention. For all NEP evaluations the service provider will develop the theory of change together with DCS and DPME. Design clinic will be conducted to develop the Theory of Change. The evaluation should test this Theory of Change.
- **Inception Report** with a revised evaluation plan, overall evaluation design and detailed methodology and content structure for the final report. This forms the basis for initial agreements and expectations in the evaluation.
- **Literature review:** document analysis and benchmarking
- **Report structure:** evaluation matrix, analytical framework, final data collection instruments and other tools.

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- **Draft evaluation report** with recommendations and findings full and in 1/5/25 format (note: there may be 2 versions after comments).
- **A validation workshop** with stakeholders to discuss the draft report; (note: this workshop will be held to discuss initial findings and recommendations before the final draft report).
- **The final evaluation report**, both full and in 1/5/25 format, in hard copy and electronic.
- **Presentation of the evaluation report** at the DCS Executive Committee Meeting.
- **Provision of all datasets, metadata and survey documentation** (including interviews) when data is collected. (Full transcripts of interviews are not required).
- **A PowerPoint or audio-visual presentation** of the results and other presentations as required.

5.2. Budget and payment schedule

The evaluation will be fully funded by DCS.

The table below depicts the high-level project plan, tentative dates that are subject to change.

Table 5: Outline project plan and payment schedule

Deliverable	Timelines	Percentages %
Inception Meeting	30 July 2023	-
Sign SLA	30 July 2023	
Approved Inception Report	25 August 2023	-
Approved Literature Review	25 August 2023	20%
Approved report structure, evaluation matrix, analytical framework, final data collection instruments and other tools	25 August 2023	15%
Fieldwork report	30 November 2023	-
First Draft evaluation report with recommendations and findings	01 February 2024	20%
Validation Workshop with stakeholders to discuss the draft report	15 February 2024	-
Revised Draft Evaluation full report and 1/5/25 summary	25 February 2024	-
Comments to service provider from Steering Committee and Peer reviewer on Final Report	29 February 2024	-
Approved Final report Evaluation full report and 1/5/25 summary	10 March 2024	30%
Power-point Presentation of the Report at top management and provision of all datasets, metadata and survey documentation (including interview transcripts).	23 March 2024	15%

6. PROJECT MANAGEMENT / REPORTING ARRANGEMENTS

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6.1. Management arrangement

The service provider shall be managed by DCS together with the **Project Steering Committee**. The Project Steering Committee will be chaired by DCS.

6.2. Reporting arrangements

The service provider will report to the evaluation project manager, at DCS.

7. QUALITY ASSURANCE

Peer reviewers will be contracted to support the assignment.

8. OTHER

Please note that the evaluation report will remain the intellectual property of DCS In the event of publication of this report and any work related thereto, prior permission should be sought from the DCS.

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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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
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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

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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:

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- (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.