



BD2.1

Dear Bidder

BID NUMBER: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES

1. Bidders need to scrutinize the content of the bidding documents to acquaint themselves with the contents thereof and minimize the risk of disqualification.
2. **Bidders should take note of the following important information relating to the bidding process:**
 - 2.1 A Compulsory briefing session will be held physically on **19 January 2026** at 11h00 am to 12h00 pm. Details of the briefing session is provided in Part 2, Paragraph 7 - Special Conditions of Contract.
 - 2.2 The closing date of the bid will be on **03 February 2026** at 11h00 am and will be valid for a period of one hundred and eighty (180) days after the closing date.
 - 2.3 Bids must be submitted in sealed envelope hard copy (legal binding proposal) clearly marked as original. The name and address of the bidder, the bid number and closing date must be indicated on the envelope.
 - 2.4 The bid must be addressed to the National Commissioner, Department of Correctional Services and be deposited into the tender box not later than the closing date and time of the bid. **The tender box is located at POYNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA**
 - 2.5 It is the responsibility of bidders to ensure that bids are placed in the tender box located at the address stipulated in **Paragraph 2.4** before the closing date and time. Bidders can, at the time of submission of the bid, sign the bid submission register. No late bids will be accepted.
 - 2.6 It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD) prior to submitting their bid proposal.
 - 2.7 It is a legislative requirement that successful bidders are tax compliant at award stage in line with National Treasury instruction note 9 of 2017/2018.
 - 2.8 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.

Yours faithfully

**FOR NATIONAL COMMISSIONER:
DEPARTMENT OF CORRECTIONAL SERVICES
K.P. NTSOANE
ACTING DIRECTOR: PROCUREMENT
DATE: 12/01/2026**



PART 1

BID INVITATION

BID NO: HO 15/2025

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES

BID VALIDITY PERIOD: One Hundred and Eighty (180) DAYS

BID ADVERT DATE: 12 January 2026

CLOSING DATE AND TIME OF BID: 03 February 2026 AT 11H00 AM

COMPULSORY BRIEFING SESSION:

(Bidders must attend briefing session)

Province	Site Name / Location	Date	Time
GP	Department of Correctional Services, Head Office, 124 NF Nkomo Street, Pretoria (2nd floor board room, West Block).	19 January 2026	11:00

(See detail under part 2, par 7.1)



INVITATION TO BID

SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL DEPARTMENT OF CORRECTIONAL SERVICES

BID NUMBER: HO 15/2025	CLOSING TIME: 11H00 AM
CLOSING DATE: 03 February 2026	

DESCRIPTION: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES

Bid documents must be addressed as follows and delivered before the closing date and time:

Addressed to:	Delivered to:
The National Commissioner Department of Correctional Services	POYNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA 0002

Bidders should ensure that bids are delivered on time to the correct address and deposited in the tender box. Late bids will **NOT** be accepted for consideration.

The tender box will be accessible at the address above during working hours on business days: Monday to Friday, 08h00 am to 16h00 for depositing of bid documents. See table below for Name of Location for the submission of bids

BID SUBMISSION LOCATION

No	HEAD OFFICE	Bid Submission Location and Addresses
1	DEPARTMENT OF CORRECTIONAL SERVICES PRIVATE BAG X136 PRETORIA 0001	POYNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA 0002



SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CORRECTIONAL SERVICES: HEAD OFFICE

BID NUMBER:	HO 15/2025	CLOSING DATE:	03 February 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES				

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	N/A
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	aubrey.Bereng@dcs.gov.za ; anbigay.naicker@dcs.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA:

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
--	--	---	--

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?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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:



SBD4

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**

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:
.....
.....

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.



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 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

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.



SBD 6.1

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS 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 The applicable preference point system for this tender is the 90/10 preference point system.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 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 bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation,



- and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
 - (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 5(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 bidder will be allocated points based on the goals stated in table 1 below and **MUST** be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	7	
Youth	6	
Black	5	
People living with disabilities	2	
	20	

The following documentary proof must be submitted with the bid document to claim for preference points:



- Women: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disable persons.
- Black: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template
- Youth: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or 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.
- The date of certification should not be older than six (6) months as at close of bid.
- The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- The points scored will be rounded off to the nearest 2 decimals

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. 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]

5.4. 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 bidder 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 BIDDER (S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

BID NO: H015/2025

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

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

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2. Application
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8. Inspections, tests and analysis
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20. Subcontracts
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22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation (NIP) Programme
34. Prohibition of Restrictive Practices



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 bidding 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 anything 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 bidding 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 bidding 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 bidding 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 bidding 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 bidding 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 bidding 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 bidding 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-bidding 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 bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions



thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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



14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier.
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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



16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.



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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the



purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

**23. Termination
for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and/or person restricted by the purchaser;
 - (b) the date of commencement of the restriction'



- (c) the period of restriction; and
- (d) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

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



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

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

35. 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 bidding (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.

General Conditions of Contract (revised July 2010)



PART 2

TERM OF REFERENCE

BID NO: HO15/2025

APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF FIVE (5) YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES

BID VALIDITY PERIOD: One Hundred and Eighty (180) DAYS

BID ADVERT DATE: 12 January 2026

CLOSING DATE AND TIME OF BID: 03 February 2026 AT 11H00 AM

COMPULSORY SESSION:

(Bidders Must attend briefing session)

Province	Site Name / Location	Date	Time
GP	Department of Correctional Services, Head Office, 124 NF Nkomo Street, Pretoria (2nd floor board room, West Block).	19 January 2026	11:00

(See detail under part 2, par 7.1)



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LIST OF ABBREVIATIONS

APP	Annual Performance Plan
AR	Annual Report
BAC	Bid Adjudication Committee
DCS	Department of Correctional Services
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CSD	Central Supplier Database
EME	Exempt Micro Enterprises
HDI	Historically Disadvantaged Individual
ISO	International Organization for Standardization
NT	National Treasury
PPPFA	Preferential Procurement Policy Framework Act
PPR 2022	Preferential Procurement Regulations 2022
QSE	Qualifying Small Enterprise
RDP	Reconstruction and Development Programme
Roe	Rate of Exchange
SA	South Africa
SANAS	South African National Accreditation System
SANS	South African National Standards
SP	Strategic Plan
SABS	South African Bureau of Standards



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

IMPORTANT DEFINITIONS

Due diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses.
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. Non-submission means no further evaluation of the bidder.
Original Ink	Tender forms must be legible and ink must be used. Tender forms completed mechanically, e.g. by means of a typewriter/computer are deemed to have been completed in original ink . A signature/initial must be made by hand in black ink. Bidders must not use pencil to complete or sign the bid document as this will lead to a disqualification.
Service Provider	Means any individual or entity that is contracted by the Department of Correctional Services to render goods or services.
Specific Goals	Means specific goals as contemplated in section 2 (1) (d) of the Preferential Procurement Policy Framework Act, 2000.



LIST OF ANNEXURES

Annexure A: Bid Document Checklist and Returnable

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SECTION A

- INTRODUCTION AND BACKGROUND BID REQUIREMENTS

1.1 INTRODUCTION

The Department of Correctional Services (hereinto referred to as DCS) seeks to appoint an experienced company to do the proof reading, design, layout and printing of the Strategic Plans, Annual Performance Plans and Annual Reports of the DCS for a five (5) year period. The content of the Strategic Plan, Annual Performance Plan and Annual Report of DCS are different.

1.2 BACKGROUND

The DCS has a responsibility of ensuring that the inmate population is kept in a secure, safe and humane environment whilst providing targeted support programmes such as rehabilitation and successful reintegration that contribute towards building safer communities by 2030. This is in line with the Correctional Services Act, 1998 (Act No. 111 of 1998); Criminal Procedure Act, 1977 (Act No. 51 of 1977); the White Paper on Corrections in South Africa (2005) and the White Paper on Remand Detention Management in South Africa (2014), which require the DCS to contribute to maintaining and promoting a just, peaceful and safe society by correcting offending behaviour in a safe, secure and humane environment, thus facilitating optimal rehabilitation and reducing repeat offending.

The White Paper on Corrections in South Africa (2005) places the rehabilitation of inmates, with safety and security, at the centre of all the DCS's activities with the focus on addressing offending behaviour, fostering reconciliation between offenders and victims of crime, restoring family relations and equipping offenders with skills necessary for reintegration into society upon release.

In terms of the Framework for Strategic and Annual Performance Plans the DCS is required to develop (5) Year Strategic Plans linked to the Five (5) year electoral cycle and Medium Term Development Plan (MTDP). The DCS is also required to develop Annual Performance Plans and Annual Reports annually for each year within the Five (5) year cycle. The Draft Strategic Plans and Annual Performance Plans are presented annually to the Department of Planning, Monitoring and Evaluation and the National Treasury in November respectively while the final Strategic Plan and Annual Performance Plan must be designed, laid out, printed and ready for tabling early March. **Although the 5 Year Strategic Plan is tabled once within the Five (5) Year Cycle at the beginning of the electoral cycle, the DCS reserves the right to revise, reprint and re-table its Strategic Plan during the Five (5) year cycle.** The Annual Performance Plan is designed, printed and tabled annually in Parliament for each of the Five (5) Years within the electoral cycle.

The Annual Report provides information on the performance of institutions in the preceding financial year for the purposes of performance review, learning and oversight. Annual Reports are developed based on Annual Performance Plans. Annual Reports must be finalised within six months after the end of a financial year according to Section 40 of the Public Finance Management Act (PFMA).



1.3 SCOPE OF WORK

Refer to **Annexure F** for the detailed scope of work.

2. LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating thereof will be subject to the **General Conditions of Contract** issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 Regulations.

2.2 The Public Administration Act, 2014 (Act No 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the DCS may not conduct business with the DCS.

2.3 Section 118 of the Correctional Services Act, 1998 (Act No 111 of 1998) dictates that no correctional official may directly or indirectly sell, supply or derive any benefit or advantage from the sale or supply of any article to or for the use of any prisoner or prison, or have any interest in any contract or agreement for the sale or supply of any such articles. This refers to the receiving of any money, gifts, discount, advantage, or any other benefit/gratification by an official of the Department. Indirectly this refers to the receiving of any money, gifts, discount, advantage, or any other benefit/ gratification by the direct family (spouse, life partner, child, stepchild, adopted child, parents and parents of spouse/ life partner, grand child or siblings of official/spouse/life partner).

2.4 Bidders having a relationship with persons employed by the DCS must declare their interest on SBD 4 (Bidders' disclosure).

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

2.6 Standard Bidding Documents (SBD)

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

2.7 Tax Compliance Requirements

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

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

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



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

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

2.8 Registration on the Central Supplier Database

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

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

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

2.9 Certification of documents by a Commissioner of Oath

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

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

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

3. JOINT VENTURES, CONSORTIUMS AND TRUSTS

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

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

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



4. SOUTH AFRICAN NATIONAL STANDARDS AND PRIVATE SPECIFICATIONS

4.1 DCS reserves the right to verify the documents submitted by the bidders

5. FRONTING

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

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

6. CONTRACT PERIOD

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

7. COMPULSORY BRIEFING SESSION

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

Province	Site Name / Location	Date	Time
GP	Department of Correctional Services, Head Office, 124 NF Nkomo Street, Pretoria (2nd floor board room, West Block).	19 January 2026	11:00

7.2 The compulsory briefing session will provide bidders with an opportunity to seek clarity on certain aspects of the procurement processes and requirements of this bid and therefore bidders are required to attend.

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

7.4 All bid enquiries must be communicated via email (refer to paragraph 12) by no later than **30 January 2026**. Any queries communicated after the date indicated will not be responded to.



8. SECURITY COMPLIANCE

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

9. SUBMISSION OF BIDS

9.1 BID DOCUMENT CHECK LIST AND RETURNABLE DOCUMENTS (Annexure A)

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

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

Table 1: Bid Document Checklist and Returnable

#	Document Name	A	B	C
		Is it included in the published bid document?	Should the document be returned by the bidder?	Bidder should indicate Yes if document is submitted and No if not submitted
PHASE 1: ADMINISTRATIVE AND LEGISLATION REQUIREMENTS				
1.	SBD 1 Invitation to Bid – Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
2.	Proof of authority must be submitted as per SBD 1 e.g., company resolution for the capacity under which this bid is signed	Yes	Yes	
3.	SBD 4 Bidders Disclosure - Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
4.	SBD 6.1 Preference Points Claim Form - Must be fully completed and duly signed. (Refer to Part 1 of the bid)	Yes	Yes	
5.	Full updated CSD report (not summarized)	No	Yes	
PHASE 2: MANDATORY REQUIREMENTS				
6.	SBD 3.1 – Pricing Schedule (Annexure B) – Hard Copy Schedule in original file (Print A4 size).	Yes	Yes	



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#	Document Name	A	B	C
		Is it included in the published bid document?	Should the document be returned by the bidder?	Bidder should indicate Yes if document is submitted and No if not submitted
7.	Bidders must provide annual financial statements that are not older than two (2) years from the closing date of the tender; or A letter from the Accountant/ Auditor stating that it is a going concern.	No	Yes	
8.	Annexure C – Declaration of acceptance and compliance with specification requirements.	Yes	Yes	
Bidders MUST complete and submit all mandatory documents; non-submission of any mandatory document will render the bid as non-responsive and will be disqualified.				
PHASE 3: TECHNICAL REQUIREMENTS				
PHASE 4: PRICE AND SPECIFIC GOALS				
9.	Proof of Preference Points Claimed under SBD 6.1 (Refer to section 16.5)	No	Yes	
10.	SBD 3.1 – Pricing Schedule (Refer to mandatory requirements)	Yes	Yes	
OTHER DOCUMENTS				
11.	Original certified copies (not older than 6 months) of IDs of all Directors who hold ownership.	No	Yes	
12.	CIPC Company Registration Documents	No	Yes	
13.	Term of reference – Initial each page	Yes	Yes	
14.	General Conditions of Contract – Initial on each page (Refer to Part 1 of the bid)	Yes	Yes	
All bid documents listed above must be sorted, filed and submitted in the exact order as indicated above.				
Bidders should submit all documents listed as a returnable document, unless indicated as “No” under the returnable column B.				



- 9.2 Bidders should print and initial each page of the special conditions of the bid and return it together with the documents as listed in Table 1 – Annexure A. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.
- 9.3 Bidders should respond to the bid with returnable documents as outlined in Table 1 – Annexure A.
- 9.4 All returnable documents should be submitted with the bid at the closing date and time of the bid in a hard copy format, an original (clearly marked).
- 9.5 The bid should be submitted as follows:
- 9.5.1 One (1) original hard copy.
- 9.6 In order to simplify the evaluation process, bidders are required to neatly subdivide their bid documents and submit in the following manner:
- 9.6.1 A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date should be clearly visible.
- 9.6.2 **#NB:** Bid documents are required to be submitted in the order as indicated on Table 1 – Bid Document Checklist and Returnable – Annexure A.
10. LATE BIDS
- 10.1 Bids received after the closing date and time, at the address indicated in the bid documents will **NOT** be accepted for consideration and where practicable, be returned unopened to the bidder.
11. COMMUNICATION
- 11.1 All bid-related and technical enquiries should be addressed to the email address mentioned in paragraph twelve (12) below. No verbal or direct communication with any DCS officials will be allowed during the running period of the bid.
- 11.2 If a bidder finds or reasonably believes they have found any discrepancy, ambiguity, error or matters, the bidder must promptly notify DCS in writing of such discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by DCS (other than minor administrative errors) in order to afford DCS an opportunity to consider what corrective action is necessary (if any).
- 11.3 Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the DCS will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice. The corrections will be published on the same platforms where the bid was originally published



11.4 All communication between the bidder and DCS during the bid advert period must be done in writing to the email address provided in 12.1 bid queries.

11.5 DCS may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period, failure to do so may invalidate their bid.

12. CONTACT DETAILS

12.1 Bid enquiries:

Email address: Anbigay.Naicker@dcs.gov.za; Aubrey.Bereng@dcs.gov.za

13. NON-COMMITMENT

13.1 DCS reserves the right to award or not to award in part or in full.

13.2 DCS reserves the right not to accept any of the bids submitted.

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

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

14. COST COMPONENTS AND PROPORTIONS

14.1 The contract price usually includes the following cost components;

- Cost of finished product
- Cost of labour
- Cost of transport and;
- Other costs, if applicable



SECTION B - EVALUATION CONDITIONS AND REQUIREMENTS OF BID

PART 1 - EVALUATION CRITERIA CONSISTING OF 4 PHASES

15. EVALUATION CRITERIA

15.1 Details of the evaluation phases are outlined below:

Table 2 – Summary of Evaluation Phases

Phase 1	Phase 2	Phase 3	Phase 4
Compliance with legislative and administrative requirements	Compliance with mandatory requirements	Technical compliance	Price and Specific Goals
Bidders must submit the documents as outlined in Table 1. Only bidders that comply with these requirements will be evaluated in Phase 2.	Bidders must submit the documents as outlined in Table 1. Only bidders that comply with these requirements will be evaluated in Phase 3.	Bidder(s) are required to achieve a minimum of 75 points out of 100 points for the technical evaluation criteria to proceed to Phase 4 (Price and Specific Goals).	Bidder(s) will be evaluated in terms of paragraph 16.5 of this bid document for price and applicable specific goals.

15.2 PHASE 1 - ADMINISTRATIVE EVALUATION

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

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

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

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

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

15.2.4.2 SBD 3.1 – Pricing Schedule fully completed and duly signed.

15.2.4.3 SBD 4 - Bidders Disclosure fully completed and duly signed.

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

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



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

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

15.3 PHASE 2 – MANDATORY REQUIREMENTS EVALUATION

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

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

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

15.3.2.1 Annexure B: Pricing Schedule SBD 3.1

- (a) Bidders are required to submit responsive bids by completing all the prices (complete annexure B).
- (b) All bid prices must be inclusive of service for the proof reading, design, layout and printing of the five (5) year strategic plans, annual performance plans and all applicable taxes.
- (c) The bid prices shall be for the unit of measure as indicated in the pricing schedule.
- (d) Prices shall be quoted in South African Currency (Rands).
- (e) The Pricing Schedule (Annexure B) must be submitted as hardcopy (Print A4 size) which must be included in the bid documents at the closing date and time of bid.
- (f) In a case where there is a legal dispute, the hardcopy version of the pricing schedule will be the legal document.
- (a) **Failure to submit a fully completed pricing schedule SBD 3.1 as at the closing date will invalidate the bid.**

15.3.2.2 Financial position of bidder to execute the contract

Bidders must provide DCS with one (1) of the documents indicated below to demonstrate the financial capacity for the proof reading, design, layout and printing of the five (5) year strategic plans, annual performance plans and annual reports for the period of five (5) years for the Department of Correctional Services.

- 15.3.2.2.1 Bidders must submit annual financial statements signed by an Accountant that are not older than two (2) years from the closing date of the tender;**

OR



15.3.2.2.2 A letter from the Accountant/ Auditor stating that it is a going concern

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

The bidder **MUST** fully complete and sign the declaration of acceptance and compliance with specification requirements (Annexure C).

Failure to comply with the Mandatory Requirements will invalidate the bid.

15.4 PHASE 3 – TECHNICAL EVALUATION

All bidders are required to respond to the technical evaluation criteria and scorecard. Only Bidders that have met the requirements of Phases 1 and 2 will be evaluated further in Phase 3 for functionality. Bidders will be evaluated out of 100 points on functionality. Any bidder that scores less than 75 points out of 100 on functionality shall not be considered for Phase 4 of the evaluation process.

Functionality will be evaluated in Phase 3 as follows:

Table 3: Evaluation Criteria

A.	Functionality criteria	Weight (%)
1.	Experience of the bidder in the proof reading, design, layout and printing of Strategic Plans / Annual Performance Plans / Annual Reports of government departments. Company profile clearly stating experience must be provided. Refer to Annexure D	35
2.	Successful completion of at least five (5) Strategic Plans / Annual Performance Plans / Annual Reports projects in the last three (3) years. Signed Reference Letters must be provided with the contact details of the project manager. Reference Letters must relate to the design, layout and printing. Must be on the company letterhead. Must have contact details of the company. Reference letters must be from at least three different companies or departments.	40
3.	Experience of the graphic designers employed by the bidder on the design of SP or APP or AR. Refer to Annexure E	25
	Total Weight	100



Scoring Guideline

The following scoring matrix will be used for Phase 3

Breakdown of functionality for scoring purposes

a) Criteria 1: Experience of the bidder

Experience of the bidder in the proof reading, design, layout and printing of Strategic Plans / Annual Performance Plans / Annual Reports of government departments

Criteria	Score
5 years' or more company experience in proof reading, design, layout and printing of APP, SP, AR	35
4 - 5 years' company experience in proof reading, design, layout and printing of APP, SP, AR	30
3 - 4 years' company experience in proof reading, design, layout and printing of APP, SP, AR	25
2 -3 years' company experience in proof reading, design, layout and printing of APP, SP, AR	20
1 -2 year company experience in proof reading, design, layout and printing of APP, SP, AR	15
Less than 1 year company experience in proof reading, design, layout and printing of APP, SP, AR	0

b) Criteria 2: Reference letters from different departments or companies.

Reference letters for the design, layout and printing of the SP or APP or AR

Criteria	Score
5 or more reference letters completed in the last three (3) years from the closing of the bid for the design, layout and printing of SP or APP or AR.	40
4 reference letters completed in the last three (3) years from the closing of the bid for the design, layout and printing of SP or APP or AR.	33
3 reference letters completed in the last three (3) years from the closing of the bid for the design, layout and printing of SP or APP or AR.	26
1-2 reference letters completed in the last three (3) years from the closing of the bid for the design, layout and printing of SP or APP or AR.	0

c) Criteria 3: Experience of the graphic designer

Experience of the graphic designer on SP or APP or AR

Criteria	Score
Graphic designers with 7 and more years of experience on SP or APP or AR	25
Graphic designers with 5-7 years' experience on SP or APP or AR	15
Graphic designers with 3-5 years' experience on SP or APP or AR	5
Less than 3 years' experience on SP or APP or AR	0

Only bidders who achieve the threshold score of 75% will be short-listed to proceed to Phase 4



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

15.5.1 In terms of Regulation 6 of the Preferential Procurement Regulations 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point

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

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

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

Where:

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

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

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

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

Table 7: Specific goals (Preference Point System)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	7	
Youth	6	
Black	5	
People living with disabilities	2	
	20	



Joint Ventures and Consortiums

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

A trust, consortium or joint venture will qualify for points for specific goals as indicated on table 7 above as an unincorporated entity, if the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid. These B-BBEE certificates must have been issued by a SANAS accredited verification agency.

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

- Women: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template.
- Disability: Medical certificate signed by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% or more directorship for disable persons.
- Black: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or Sworn Affidavit as per DTI prescribed template
- Youth: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate or 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.
- The date of certification should not be older than six (6) months as at close of bid.
- The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- The points scored will be rounded off to the nearest 2 decimals.

16. RECOMMENDATION AND AWARD

16.1 Recommendation

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

16.2 Award

- (a) A bid must be awarded to the bidder who scored the highest total number of points in terms of the preference point systems (price and specific goals), unless objective criteria in terms of Section 2(1)(f) of the Act justify the award of the bid to another bidder.
- (b) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for Special Goals.



- (c) Should two or more bids be equal in all aspects, the award shall be decided by the drawing of lots.
- (d) DCS may award the bid to more than one contractor. DCS may use its discretion to determine the number of service providers whereby the awarding of the bid to more than one contractor will be based on the following factors
- Cost effectiveness
 - Stimulation of market competition due to the nature of the commodity
 - Uplifting the designated groups as per the PPPFA Regulations, 2022



ADDITIONAL BID REQUIREMENTS

17. SUPPLIER DUE DILIGENCE / VENDOR ASSESSMENT

- 17.1 DCS reserves the right to conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/un-announced site visits. The due diligence process may be conducted to also determine the capability of the bidder to service a contract of this magnitude.
- 17.2 It is the responsibility of the bidder to grant access to their premises, provide all the required information and answer all the questions during the due diligence process. Non-compliance with the requirement may disqualify the bid in whole or part thereof.
- 17.3 During the due diligence process the information submitted by the bidder will be verified and any misrepresentation thereof will disqualify the bid in whole or part thereof.
- 17.4 DCS reserves the right to also conduct due diligence on the bidders' supplier(s) to confirm their capacity to serve as a service provider(s) to the bidder. It is the responsibility of the bidder to inform their supplier(s) of this requirement. Non-compliance with the requirement may disqualify the bid in whole or part thereof.
- 17.5 The premises/factory of the bidder and or his supplier(s) should be open at all reasonable hours for the inspection by a representative of DCS as part of the due diligence process. Non-compliance with the requirement may disqualify the bid in whole or part thereof.
- 17.6 Due diligence may also be applied to ensure that pricing is affordable, market related and aligned to end-user requirements.
- 17.7 Bidders must note that the outcomes of the due diligence process will form part of the bid recommendation and where necessary be applied to determine the multiple or split award application of the bid or not to award the bid in whole or part thereof.

18. COUNTER CONDITIONS

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

19. RIGHT OF AWARD / NON-COMMITMENT

- 19.1 DCS reserves its following rights:
 - (a) Successful bidder must be available to work from the offices of the Department of Correctional Services: Head Office: 124 WF Nkomo Street as and when required.
 - (b) To award in part or in full.



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

20. NEGOTIATION

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



SECTION C : POST AWARD

21. CONTRACT PRICE ADJUSTMENTS

21.1.1 Prices submitted for this bid are to remain unchanged (fixed) for the five (5) years period from date of signing the contract.

22. ORDERS

22.1 Orders will be placed by the Strategic Management Directorate (end-user) who will be responsible for payment to contractors for service rendered.

22.2 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of DCS.

22.3 Contractors should note that the order(s) will be placed as and when required during the contract period

22.4 The instructions appearing on the official order form regarding the supply, dispatch and submission of invoices must be strictly adhered to and under no circumstances should the contractor deviate from the orders issued by DCS unless otherwise directed by DCS in writing.

23. QUANTITIES

23.1 Quantities will be required as and when needs arises

24. DELIVERIES

24.1 Delivery of goods must be made in accordance with the instructions appearing on the official order forms issued by the end user Department.

24.2 Deliveries not complying with the order / specifications will be returned to the contractor at the contractor's expense.

24.3 DCS may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

25. PENALTIES.

25.1 DCS will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.). A penalty will be limited to 30% of the value of the respective goods.



25.2 In addition to a penalty being imposed, DCS reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser (DCS) shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to their other rights, be entitled to claim damages from the supplier."

25.3 DCS may terminate the contract at its sole discretion due to unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.) during the window period of two (2) months, following the occurrence of the unsatisfactory performance.

26. PAYMENTS.

26.1 Payments will only be affected by DCS in the following cases:

- (a) The successful completion of a delivery in line with the specification.
- (b) Invoices should be delivered/ posted or e-mailed to reach the institution that placed the order, timeously.

26.2 DCS will not make a payment to or consult with a third party.

26.3 Companies not registered for Value Added Tax (VAT), may not claim VAT on invoices.

SECTION D : SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

27. CONTRACT MANAGEMENT

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

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

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

28. SUPPLIER PERFORMANCE MANAGEMENT

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

- (a) Compliance to delivery lead times;



(b) Percentage of orders supplied in full;

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

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

29. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

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

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

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

30. BREACH OF CONTRACT

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

31. SETTLEMENT OF DISPUTES

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

32. TERMINATION

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

(a) The contractor is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;

(b) The contractor enters into settlement arrangements with their creditors;

(c) The contractor commits an act of insolvency;

(d) In the event that the contractor is a member of an unincorporated joint venture or consortium and the membership of such joint venture or Consortium changes.



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- 32.2** DCS reserves its right to terminate the contract in the event that there is a change in ownership of the contractor that has the effect that over 50% ownership of the contractor belongs to the new owner without prior approval of DCS.
- 32.3** Either Party may terminate this contract for breach in the event that the other party fails to comply with any of its obligations in terms of this contract and having failed to remedy such breach within fourteen (14) calendar days' written notice to remedy such non-compliance and notwithstanding the provisions above, either Party may terminate this contract by giving the other Party thirty (30) days' written notice to that effect.



33. DECLARATION BY BIDDER

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

Signature of the Bidder:

.....

Company Name:

.....

Date:



PRICING SCHEDULE

(Professional Services)
To be included in envelope

NAME OF BIDDER: BID NO.: HO15 /2025
CLOSING TIME **11:00 AM ON 03 February 2026**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
1.	APPOINTMENT OF A SERVICE PROVIDER FOR THE PROOF READING, DESIGN, LAYOUT AND PRINTING OF THE FIVE (5) YEAR STRATEGIC PLANS, ANNUAL PERFORMANCE PLANS AND ANNUAL REPORTS FOR THE PERIOD OF 5 YEARS FOR THE DEPARTMENT OF CORRECTIONAL SERVICES	

1. The accompanying information must be used for the formulation of proposals.
2. Bidders **MUST** Complete Project Costing Schedule **Grand Total (Sub total 1 + Sub total 2 + Sub Total 3)**

Grand Total 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..

Any enquiries regarding bidding procedures may be directed to the –

(Department of Correctional Services)

THE COMMISSIONER
DEPARTMENT OF CORRECTIONAL SERVICES
PRIVATE BAG X 136
PRETORIA
0001
A.Bereng
Tel: 012-305 2528

Or for technical information –

Ms Anbigay Naicker
Tel:012 307 2375

Annexure B – Pricing Schedule SBD 3.1
Detailed Project Costing Schedule outlining the following MUST be completed:

Item	Deliverable	Unit of measure	Estimated quantity	Estimated rate	Total Year 1 (incl. vat)	Total Year 2 (incl. vat)	Total Year 3 (incl. vat)	Total Year 4 (incl. vat)	Total Year 5 (incl. vat)	Total (Y1+Y2+Y3+Y4+Y5)
Five (5) Year Strategic Plan	Proof reading and editing	Each	1							
	Design	Each	1							
	Layout	Each	1							
	Printing	Each	300							
	CDs	Each	3							
	Courier to Cape Town (103 Plein Street, Parliament Towers Building)	Each	60							
	Delivery fee to the DCS (Pretoria Offices)	Each	240							
Sub total 1										
Annual Performance Plan	Proof reading and editing	Each	1							
	Design	Each	1							
	Layout	Each	1							
	Printing	Each	300							
	CDs	Each	5							
	Courier to Cape Town (103 Plein Street, Parliament Towers)	Each	60							

Item	Deliverable	Unit of measure	Estimated quantity	Estimated rate	Total Year 1 (incl. vat)	Total Year 2 (incl. vat)	Total Year 3 (incl. vat)	Total Year 4 (incl. vat)	Total Year 5 (incl. vat)	Total (Y1+Y2+Y3+Y4+Y5)
	Building)									
	Delivery fee to the DCS (Pretoria Offices)	Each	240							
Sub total 2										
Annual Report										
	Proof reading and editing	Each	1							
	Design	Each	1							
	Layout	Each	1							
	Printing	Each	300							
	CDs	Each	5							
	Courier to Cape Town (103 Plein Street, Parliament Towers Building)	Each	60							
	Delivery fee to the DCS (Pretoria Offices)	Each	240							
Sub total 3										
Grand Total (Sub total 1 + Sub total 2 + Sub total 3)										
										=

(Note: The Strategic Plan is printed once in the Five (5) Year Cycle, however, the DCS reserves the right to re-design, re-print and re-table the Five (5) Year Strategic Plan within the Five (5) Year Cycle. If so, the rates provided on the costing schedule will be applicable).

N.B Failure to submit a fully completed pricing schedule SBD 3.1 as at the closing date will invalidate the bid.

Annexure C: Declaration of Acceptance and Compliance with Specification (Requirements Timeframes for the proof reading, design, layout and printing of the Strategic Plans, Annual Performance Plan and Annual Report)

Detailed timeframes for the proof reading, design, layout and printing as required by the DCS:

Condition	Concurrence		Reason / Comment (If any)
	YES (X)	NO (X)	
a) Proof reading and editing of the five (5) year Strategic Plan, Annual Performance Plan and Annual Report (for each document) within 3 working days.			
b) Design of the Annual Performance Plans, Strategic Plans and Annual Reports must be done within 3 calendar days (for each document) after receiving instruction to commence with the work.			
c) Layout of the Annual Performance Plans, Strategic Plans and Annual Reports must be done within three (3) calendar days (for each document) after receiving the final content from the DCS. The DCS reserves the right to make content changes once the layout is complete.			
d) Service Provider must make resources available after hours and over weekends which must be included in the cost of this bid. This will not be paid as an additional cost to the DCS.			
e) The 60 copies of the Annual Performance Plans and 60 copies of the Strategic Plans must be printed and couriered to the DCS office in Cape Town annually in March (on specified date)			
f) The 60 copies of the Annual Report must be printed and couriered to the DCS office in Cape Town annually in September (on specified date)			
g) The remaining copies of the Annual Performance Plans, Strategic Plans and Annual Reports must be printed and delivered to the DCS in Pretoria (Head Office) within five (5) working days after the first delivery.			
h) The DCS will make editorial changes until the final version is signed off and ready for printing.			
i) Copyright: All information generated, communication produced, and data acquired, designs and any other material produced under the auspices of this project remains the intellectual property of the DCS			

Condition	Concurrence		Reason / Comment (if any)
	YES (X)	NO (X)	
j) Confidentiality: The Service Provider will be bound by the same clause of confidentiality and code of ethics as applicable to officials of the Public Service.			
k) The DCS will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the bids.			
l) Travelling costs and time spent or incurred by the bidder between the DCS's offices and office of bidder must be covered by the bidder. These costs will not be covered by the DCS as part of the contract or outside of the contract.			
m) For Risk Assessment purposes, the DCS will inspect business premises that house facilities & resources required for the project and take photos. Inspection may be conducted within 30 days of closing date during normal business hours. Bidders must ensure availability of staff during inspection. The DCS reserves the right to neither make any appointment nor issue prior notice of any scheduled inspection.			
n) For Risk Assessment purposes, the DCS will contact references provided to determine the quality of work recently undertaken by the bidders.			

N.B Failure to submit a fully completed Declaration of Acceptance and Compliance with Specification as at the closing date will invalidate the bid

Annexure D – Schedule of work

A schedule of work done by the bidder below must be submitted alongside the proposal. The table below provides the basic information the “schedule of work done” must cover. **Failure to do so will make the bid non-responsive due to insufficient information for evaluation purposes.**

No.	Type of work done (Proof reading design, layout, printing etc.)	Type of document *(SP/ APP/ AR/ Other)	Quantity of documents produced	Year completion	Name of organisation for which the work was done	Name and telephone number of contact person in the organisation (Project Manager)
				2025		
				2024		
				2023		
				2022		
				2021		
				2020		
				2019		

* Strategic Plan / Annual Performance Plan / Annual Report

Annexure E: Experience of the graphic designer(s)

No.	Name and Surname	Number of years employed by the company	Type of work done	Type of document *(SP/ APP/ AR/ Other)	Year completion	Name of organisation for which the work was done	Name and telephone number of contact person in the organisation (Project Manager)
					2025		
					2024		
					2023		
					2022		
					2021		
					2020		
					2019		

Annexure F: Scope of work

The work entails – Five (5) Year Strategic Plan(s)

Strategic Plans: proof reading, design, layout and printing (including covers) with author's corrections. –

- a) Page Numbers: ±275 Pages excluding ± 4 cover pages.
 - b) Quantity: 300 Strategic Plans printed (including covers) with authors corrections.
 - c) A set of ten (10) powerpoint slides with the design of the Strategic Plan
- (Note: the Strategic Plan is printed once in the five (5) year cycle, however, the DCS reserves the right to re-design, re-print and re-table the five (5) Year Strategic Plan within the five (5) year cycle. If so, the rates provided on the costing schedule will be applicable).**

The work entails – Annual Performance Plans

Annual Performance Plans: proof reading, design, layout and printing (including covers) with author's corrections. –

- a) Page Numbers: ±250 Pages excluding ± 4 cover pages.
- b) Quantity: 300 Annual Performance Plans printed (including covers) with authors corrections.
- c) A set of ten (10) powerpoint slides with the design of the Annual Performance Plan

The work entails – Annual Reports

Annual Reports: proof reading design, layout and printing (including covers) with author's corrections. –

- a) Page Numbers (DCS): ±330 Pages excluding ± 4 cover pages.
- b) Quantity: 300 Strategic Plans printed (including covers) with authors corrections.
- c) A set of ten (10) powerpoint slides with the design of the Annual Report

The work entails – Preparation of CDs

Compact disks containing copies of the five (5) Year Strategic Plan, relevant Annual Performance Plans and CDs for the Annual Report

- i. A total of three (3) CDs with five (5) Year Strategic Plans and Annual Performance Plans. Each CD must be in a cover/ protector with a properly designed cover to match the cover. Two (2) CDs to be submitted to Parliament
- ii. A total of three (3) CDs with Annual Reports. Each CD must be in a cover/ protector with a properly designed cover to match the cover. Two (2) CDs to be submitted to Parliament.

The work entails – Delivery of the Strategic Plans, Annual Performance Plans and Annual Reports

Delivery of the Strategic Plans, Annual Performance Plans and Annual Reports to the Office of the National Commissioner, Correctional Services, Cape Town, Parliamentary Towers

- a) Annual Performance Plans and Strategic Plans sixty copies (60 copies) should be couriered to Cape Town (103 Plein Street, Parliament Towers Building) **in March** together with two (2) CD's of Strategic Plan and Annual Performance Plan. If there is no Strategic Plan being tabled, only the Annual Performance Plans will be couriered to Cape Town.
- b) Annual Reports sixty copies (60 copies) should be couriered to Cape Town (103 Plein Street, Parliament Towers Building) **in September** together with two (2) CD's of Annual Report.
- c) The remaining copies to be delivered to the DCS, Head Office, Poynton Building, 124 WF Nkomo Street, Pretoria.

The DCS reserves the right to change the number of Strategic Plans and/or Annual Performance Plans and/or Annual Reports to be printed depending on the availability of budget and the requirements of Executive Management

All work must be signed off by the Departmental Project Manager prior to final printing.

EXPECTED OUTPUTS

The successful bidder will be required to do the following:

(a) Proof reading, design, layout and printing of the Strategic Plan. The Strategic Plan is tabled once in the five (5) Year Electoral Cycle however the DCS reserves the right to re-design, re-print and re-table its five (5) Year Strategic Plan should the need arise.

- Size: A4 (Portrait)
- Colour: Full colour throughout
- Cover: 300gms Magnostar Gloss White
- Inside pages: 115gms Magnostar Satin White
- Finishing: Cover: Embossed and Spot varnish outside
- Bindings: Sections sewn, perfect binding with cover drawn on

(b) Proof reading, design, layout and printing of the Annual Performance Plan. The Annual Performance Plan is tabled annually in March

- Size: A4 (Portrait)
- Colour: Full colour throughout
- Cover: 300gms Magnostar Gloss White
- Inside pages: 115gms Magnostar Satin White
- Finishing: Cover: Embossed and Spot varnish outside
- Bindings: Sections sewn, perfect binding with cover drawn on

(c) Proof reading, design, layout and printing of the Annual Report. The Annual Report is tabled annually in September

- Size: A4 (Portrait)
- Colour: Full colour throughout
- Cover: 300gms Magnostar Gloss White
- Inside pages: 115gms Magnostar Satin White
- Finishing: Cover: Embossed and Spot varnish outside
- Bindings: Sections sewn, perfect binding with cover drawn on

The successful bidder will be required to work in close collaboration with the Strategic Management Unit of the DCS. The designers will be required to work from the DCS's Offices (Poynton Building, Pretoria) to complete the layout of the Strategic Plan and/or Annual Performance Plan and/or Annual Report. The successful bidder has 24 hours to present themselves at Head Office. The successful bidder must have sufficient office space to accommodate officials from DCS when working on the amendments to the documents