



BD2.1

Dear Bidder

BID NUMBER: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR THE SUPPLY, DELIVERY AND OFF LOADING OF MATTRESSES AT THE DEPARTMENT OF CORRECTIONAL SERVICES FOR A PERIOD OF FIVE (5) YEARS. BID NO: HO4/2025

1. You are hereby invited to bid for requirements of the National Department of Correctional Services
2. Bidders need to carefully scrutinize the content of the bidding documents to acquaint themselves with the contents thereof and minimize the risk of disqualification.
3. **Bidders should take note of the following important information relating to the bidding process:**
 - 3.1 A compulsory virtual briefing session will be held via Microsoft Teams on **03 February 2026** at 11h00 am to 12h00 pm.
 - 3.2 The closing date of the bid will be on **16 February 2026** at 11h00 am and will be valid for a period of one hundred and eighty (180) days after the closing date.
 - 3.3 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.
 - 3.4 The bid must be addressed to the Department of Correctional Services and be deposited into the tender box not later than the closing date and time of the bid. **The tender box is located at POYNTONS-BUILDING WEST BLOCK 124 W.F. NKOMO STREET (C/O SOPHIE DE BRUYN AND W.F. NKOMO STREET) PRETORIA**

4. COMPULSORY BRIEFING SESSION

Compulsory online briefing session will be held as follows:

Venue:	Microsoft Teams
Teams link	
Meeting ID	312 581 875 651 13
Passcode	eC7FT7bE
Date:	03 February 2026
Time:	11h00 am to 12h30

- 4.1 It is the responsibility of bidders to ensure that bids are placed in the tender box located at the address stipulated in the document before the closing date and time. No late bids will be accepted.
- 4.2 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.
- 4.3 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.
- 4.4 It will be expected of the successful bidder to sign a formal contract after being notified of the acceptance of their bid.



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

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4.5 All bid enquiries must be communicated via email provided on SBD 1 by no later than **11 February 2026**. Any queries communicated after the date indicated will not be responded to.

4.6 Panels will be allocated per Region. Bidder must indicate where they are willing to render services (Selection must tally with table on page 45).

#	DCS REGIONS	TICK (✓)
1.	KwaZulu Natal	
2.	Eastern Cape	
3.	Western Cape	
4.	Limpopo, Mpumalanga and North West	
5.	Free State and Northern Cape	
6.	Gauteng	

Yours faithfully

**FOR NATIONAL COMMISSIONER:
DEPARTMENT OF CORRECTIONAL SERVICES
D.B. MOLABA
DIRECTOR: PROCUREMENT ADMINISTRATION
DATE: 2025/12/12**



DOCUMENT CHECK LIST

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

NO	DOCUMENTS	INDICATE ANNEXURE	TICK
1.	Central Supplier Database Registration Report (CSD)		
2.	Bidder's profile		
3.	Bidder must submit at least three (3) reference letters from previous clients (Government /Private institutions), not older than five (5) years as at close of bid, where mattresses were delivered successfully.		
4.	Certified copies of Identity Documents of Directors/Members/Shareholders		
5.	Bidder must submit an original or certified copy of a certificate confirming compliance with South African National Standard SANS 883-2009 : Foam Class V: Type MB: Grade 170 and be classified as Class 30 density foam according to South African National Standard SANS 640-2005 and hardness factor of 20.		
6.	Bidder must submit an original or certified copy of a certificate confirming compliance with a 100% polyurethane (PU) 320g cover in accordance with South African National Standard: SANS 53795-2015: 2017, Edition 3.3, Part IV, Type D59, W8: with a flame retardant and acid-resistant finish.		
7.	Authorized signatory letter to sign the bid document		
8.	Bidder must submit Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27) OR A signed letter issued on the official letterhead of the third party addressing the information requirements of BD 27.		



FULL DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

PHYSICAL ADDRESS : _____

POSTAL ADDRESS : _____

SIGNATURE OF BIDDER : _____



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

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GLOSSARY

Award	Conclusion of the bid process and the final notification to the successful bidder
Bid	Written offer in a prescribed form in response to an invitation by the Department of Correctional Services for the provision of goods, works or services.
Briefing Session	A session that is held after the bid document is issued and before the closing date of the bid during which information is shared with potential bidders.
Bidder	Organization with whom DCS will conclude a formal contract and potential Service Level Agreement subsequent to the final award of the contract based on this Request for Bid.
Due diligence	The investigation or exercise of care that the State conducts before entering into an agreement with the bidders to validate the bid responses
Mandatory	A mandatory document in terms of the bid is a document that is required, obligatory, or compulsory. 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.
Original Bid	Original document signed in ink
BAFO	Best and Final Offer
B-BBEE	Broad-Based Black Economic Empowerment
DCS	Department of Correctional Services
DTI	Department of Trade and Industry
EME	Exempt Micro Enterprises
GCC	General Conditions of Contract
HDI	Historically Disadvantaged Individual
IP	Intellectual Property
NIPP	National Industrial Participation Programme
NT	National Treasury
PPPFA	Preferential Procurement Policy Framework Act



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



SECTION 1

INVITATION TO BID

SBD1

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

BID NUMBER:	HO4/2025	CLOSING DATE:	16 February 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY, DELIVER AND OFFLOAD MATTRESSES AT DEPARTMENT OF CORRECTIONAL SERVICES FOR A PERIOD OF FIVE (5) YEARS				

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

E-MAIL ADDRESS MattressHO2025@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 NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES

NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7.1).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 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.



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Department:
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REPUBLIC OF SOUTH AFRICA

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SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:



SECTION 2

BIDDER'S DISCLOSURE

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the Department of Correctional Services (DCS) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities



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Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SECTION 3

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

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

1. What is personal information?

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

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

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

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



3. How will DCS process personal information?

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

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

4. To whom will personal information be disclosed?

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

5. Consent and Permission to process personal information:

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

- 5.1 I understand that withholding of or failure to disclose personal information will result in department of correctional services being unable to perform its functions and/or any services or benefits I may require from department of correctional services
- 5.2 Where I shared personal information of individuals other than myself with department of correctional services I hereby provide consent on their behalf to the collection, use and disclosure of their personal information in terms of this personal information policy and I warrant that I am authorised to give this consent on their behalf.
- 5.3 To this end, I indemnify and hold department of correctional services not responsible in respect of any claims by any other person on whose behalf I have consented, against department of correctional services should they claim that I was not so authorised.



- 5.4 I understand that in terms of POPIA and other laws of the country, there are instances where my express consent is not necessary in order to permit the processing of personal information, which may be related to police investigations, litigation or when personal information is publicly available.
- 5.5 I will not hold department of correctional services responsible for any improper or unauthorised use of personal information that is beyond its reasonable control.

6. Rights regarding the processing of personal information:

- 6.1 The individual may withdraw consent to the processing of personal information at any time, and should they wish to do so, must provide department of correctional services with reasonable notice to this effect. Please note that withdrawal of consent is still subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then such withdrawal will only be effective if department of correctional services agrees to same in writing. department of correctional services specifically draws to the attention that the withdrawal of consent may result in it being unable to provide the requested information and/or services and/or financial or other benefits.
- 6.2 In order to withdraw consent, please contact the department of correctional services /SCM.
- 6.3 A copy of the full department of correctional services policy is available.
- 6.4 Individuals are encouraged to ensure that where personal information has changed in any respect to notify department of correctional services so that our records may be updated. department of correctional services will largely rely on the individual to ensure that personal information is correct and accurate.
- 6.5 The individual has the right to access their personal information that department of correctional services may have in its possession and are entitled to request the identity of which third parties have received and/or processed personal information for the purpose. Please note however, that any request in this regard may be declined if:
- 6.6 the information comes under legal privilege in the course of litigation,
- 6.7 the disclosure of personal information in the form that it is processed may result in the disclosure of confidential or proprietary information,
- 6.8 giving access may cause a third party to refuse to provide similar information to department of correctional services,
- 6.9 the information was collected in furtherance of an investigation or legal dispute, instituted or being contemplated,
- 6.10 the information as it is disclosed may result in the disclosure of another person's information,
- 6.11 the information contains an opinion about another person and that person has not consented, and/or
- 6.12 the disclosure is prohibited by law.



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Department:
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BID NO: H04 /2025

Signature bidder:

Name: _____ Signature: _____	Date:
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SECTION 4

**AUTHORISATION DECLARATION: CONFIRMATION OF SUPPLY AND FINANCIAL ARRANGEMENTS
BETWEEN THE BIDDER AND THIRD PARTY**

BID NUMBER: HO 04/2025

DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY, DELIVER AND OFFLOAD MATTRESSES AT DEPARTMENT OF CORRECTIONAL SERVICES FOR A PERIOD OF FIVE (5) YEARS.

NAME OF BIDDER: _____

CLOSING DATE: 16 February 2026 @ 11h00

Are you sourcing the goods or services from a third party? _____

If you have answered YES to the above question, please provide full details from whom the items will be sourced/delivered.

DECLARATION BY THE BIDDER WHERE THE BIDDER IS SOURCING THE GOODS OR SERVICES FROM A THIRD PARTY:

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services.
 - The unconditional written undertaking to supply the goods or services required in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.



SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20__

Signature _____ Full name _____

Designation _____

THIRD PARTY UNDERTAKING

Note:

- A separate Undertaking must be completed by each Third Party;
- A letter issued on the official letterhead of the third party addressing the information below is acceptable.

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

It is hereby confirmed that a mutual agreement has been reached between myself and the bidder is therefore authorised to include the products listed in the SBD 3 (Pricing Schedule).

We confirm that we have firm supply and financial arrangements in place, and have familiarized ourselves with the item descriptions, specifications and bid conditions relating to the item/s listed in the table above.

SIGNATURE BY THE THIRD PARTY:

Signature: _____ Full name: _____

Designation: _____

Date: _____



SECTION 5

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 ancillaries 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 the 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 the 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

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.

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 the 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.

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 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 control over 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:

- (i) the name and address of the supplier and/or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction

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



- 23.7 If a court of law convicts a person of an office as contemplated in sections 12 and 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 endorse 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 favorable 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 wilful 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; an
- (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 Program (NIPP)**
- 33.1 The NIPP program administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices**
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor(s) was/ were involved 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 concerned.



SECTION 6

SPECIAL CONDITIONS OF CONTRACT

1. Bids submitted must be in line with the detailed specification. Failure to bid accordingly will result in the disqualification of the bids.
2. Bidders' attention is drawn to the fact that amendments to any of the Special Conditions will result in their bids being disqualified.
3. The DCS reserves the right;
 - 3.3 Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - 3.4 To award a bid to one or more service providers.
 - 3.5 To award the bid as a whole or in part.
 - 3.6 To enter into negotiation with one or more bidders regarding any terms and conditions, including price(s), of a proposed contract before or after the conclusion of the contract. (BAFO "Best and Final Offer")
 - 3.7 To terminate any contract where service has not been carried out to its satisfaction.
 - 3.8 To amend any bid condition, validity period, or extend the closing date of bids.
 - 3.9 To verify the documents submitted by the bidders with third parties.
 - 3.10 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 shortlisted bidders have been notified of their status.
4. The DCS may, at any time or times prior to the bid submission date, issue to the bidders any amendment, annexure or addendum to bid documents. No amendment, annexure or addendum will form part of the bid documents unless it is in writing and expressly stated that it shall form part of the bid document.
5. The DCS may request written clarification or further information regarding any aspect of this bid. The bidders must supply the requested information in writing after the request has been made, otherwise the proposal may be disqualified.
6. **Registration on the Central Supplier Database**
 - 6.1 Bidders need to register on the National Treasury Central Supplier Database in order to do business with the state. Accounting Officers cannot award any bid or price quotations to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self-registration.
 - 6.2 Bidders must be registered on CSD prior to submitting their bids; failure to register prior to submitting the bid will invalidate the bid.



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

7 Certification of documents by a Commissioner of Oath

7.1 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.

7.2 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.

8 Bidders are required to provide tax compliance status PIN or the Central Supplier Database Master Registration Number (MAAA Number) to enable the DCS to view their tax profile and verify the bidder's tax compliance status.

9 The DCS shall not accept any responsibility for any expenses incurred by the service provider that was not part of the contract.

10 Foreign suppliers with neither South African tax obligation nor history of doing business in South Africa must complete a pre-award questionnaire on the Standard Bidding Document 1 for their tax obligation categorisation.

11 Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.

12 Preferential consideration will be given to bidders that are legal entities. In the case of Sub-contracting the DCS will enter into a single contract with a principal service provider.

13 Bidders must submit documentary proof of the existence of joint ventures and/or consortium arrangements. The DCS will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. The joint venture and/or consortium agreements must be clearly set out the roles and responsibilities of the Lead Partner and joint venture and/or consortium party. The agreement must also 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.

14 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

14.1 The DCS reserves its right to disqualify any bidder who with or without their company / business, whether in respect of the DCS or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"), –



- 14.2 engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other Bidder or company / business in respect of the subject matter of this bid;
- 14.3 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- 14.4 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the NPA's officers, directors, employees, advisors or other representatives;
- 14.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- 14.6 pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- 14.7 has in the past engaged in any matter referred to above.

15 INDEMNITY

- 15.1 If a Bidder breaches the conditions of this bid and, as a result of that breach, the DCS incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process or enforcement of intellectual property rights / confidentiality obligations), then the Bidder indemnifies and holds the DCS harmless from any and all such costs which the DCS may incur and for any damages or losses the DCS may suffer.

16. TAX COMPLIANCE

- 16.1 No award shall be made to a Bidder whose tax affairs are not in order. The DCS reserves the right to withdraw an award made to a service provider in the event that it is established that such service provider does not remain tax compliant for the full term of the contract.
- 16.2 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.
- 16.3 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.
- 16.4 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.



16.5 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.

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

17. GOVERNING LAW

17.1 South African law governs this bid and the bid response process. The Bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

18. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL

18.1 A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), comply with all terms and conditions of this bid.

18.2 Bidding companies must clearly indicate if they envisage sub-contracting part of the services. The specific goals of the company to which work will be sub-contracted must also be clearly indicated.

19. Should a bidder cede its rights to the contract, cession shall be applicable as follows:

19.1 Cession must only be applicable to the transfer of right to payment for services rendered by a service provider to a Financial Services Provider or State Institution.

19.2 The request for cession must be by the service provider and not a third party; and

19.3 The written request by the service provider must be accompanied by the cession assignment.

20. Under no circumstances will negotiation with any bidders constitute an award or promise / undertaking to award the contract.

21. The successful service provider will be subjected to a security screening investigation by the DCS at any stage during the duration of this contract. If the results thereof are negative and/or unfavourable and/or have a material or adverse effect to the carrying out of this contract, DCS shall be entitled to cancel this contract immediately, in writing.



22. Bidders are requested to endorse their signature/initial on every page of the bid document. Furthermore, bidders must ensure that every place where a signature is required is correctly and fully signed including witnesses where applicable.
23. The service provider must supply and/or deliver the items or service as specified on the official signed DCS purchase order within the agreed time by both parties after receipt of such purchase order.
24. The DCS shall not accept any responsibilities for any expenses incurred by the service provider that was not part of the contract. The DCS will not be liable for any expenses incurred by the bidders during the bidding process.
25. The bidder shall acquaint themselves with any relevant wage regulating measures or statutory enactment which may be in applicable, or which may be contemplated, affecting conditions of employment during the term of agreement.
26. The bidder shall remain solely responsible for the payment of all costs pertaining to personnel, including but not limited to salaries, bonuses, provident fund contributions, medical fund and insurance premiums.
27. The bidder shall be responsible for the payment of all applicable taxes, charges, duties or fees assessed or levied by any recognized authority in respect of personnel provided or as a result of the personnel being provided by the bidder in terms of this agreement and shall on request furnish sufficient documentary proof to DCS that these payments have in fact been made, e.g. Provident fund, UIF etc.
28. **LEGISLATIVE AND REGULATORY FRAMEWORK**
 - 28.1 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.
 - 28.2 The Special Conditions of Contract are supplementary to those of the General Conditions of Contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail. These conditions form part of the bid and bidders need to familiarize themselves with the contents thereof.
29. 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.
30. 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).

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

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

33. JOINT VENTURES, CONSORTIUMS AND TRUSTS

33.1 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.

33.2 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.

33.3 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.

34. FRONTING

34.1 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.

34.2 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.



35. SECURITY COMPLIANCE

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

36. COMMUNICATION

- 36.1 All bid-related and technical enquiries should be addressed to the email address mentioned on SBD 1. No verbal or direct communication with any DCS officials will be allowed during the running period of the bid.
- 36.2 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).
- 36.3 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.
37. DCS may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period, failure to do so will invalidate their bid.

38. COST COMPONENTS AND PROPORTIONS

- 38.1 The contract price usually includes the following cost components;
- Cost of finished product
 - Cost of labour
 - Cost of transport and;
 - Other costs, if applicable

39. THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING IN DETAIL:

- 39.1 **Bidder's profile** - short summary and description of the key features of the bidder. The legal name of the entity, the principal business, if applicable an overview of the consortium with a description of the corporate organization of the proposing entity, including all members of the consortia and/sub-contracts, if applicable description of the role of the lead partner and participating companies of the consortium.



39.2 **References and performance capabilities** - Bidder must submit at least three (3) reference letters from previous clients (Government /Private institutions), not older than five (5) years as at close of bid, where mattresses were delivered successfully. The reference letter should be on the client's letterhead, signed, dated with contactable details. The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.

39.3 **Bidder must submit Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27):**

Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/ distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid.

The Department will only accept a completed and signed BD 27 and it must be attached with the standard bidding documents. **Failure to submit a signed BD 27 by the bidder and/or their supplier will invalidate the bid.**

OR

A signed letter issued on the official letterhead of the third party addressing the information above mentioned information (DB 27 form) is acceptable.

The date on the form must not be older than the date of the advertisement

The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.

39.4 Bidder must submit an original or certified copy of a certificate confirming compliance with South African National Standard SANS 883-2009: Foam Class V: Type MB: Grade 170 and be classified as Class 30 density foam according to South African National Standard SANS 640-2005 and hardness factor of 20.

39.5 Bidder must submit an original or certified copy of a certificate confirming compliance with a 100% polyurethane (PU) 320g cover in accordance with South African National Standard: SANS 53795-2015: 2017, Edition 3.3, Part IV, Type D59, W8: with a flame retardant and acid resistant finish.



40. TESTING AND BATCH INSPECTIONS

- 40.1 The suppliers will be requested to provide the testing certificates for mattress (foam and cover) upon each delivery. The batch number on the certificate must match the number on mattress tag.
- 40.2 The Department reserves the right to request additional random testing of delivered foam sheets, if non-compliance with the specification is suspected. The cost for these tests will be for the department account if it complies, but for the supplier's account if it fails to comply.
- 40.3 The supplier will be expected to replace all foam sheets which do not comply with the specification as a result of the testing at their own cost. The Department reserves the right to withdraw the suppliers who are found to be non-compliant with a specification after award.
- 40.4 The suppliers will be held liable in case the department suffers a loss (fire, health hazards) due to non-compliance of a delivered mattress.
41. The DCS reserves the right to supplement the panel as and when deemed necessary.

42. SUPPLIER DUE DILIGENCE

- 42.1 The Department reserves the right to conduct due diligence prior to final award or at any time during the contract period and this may include pre-announced/ non-announced site visits.
- 42.2 If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer/dealer, the Department should immediately be notified and a new BD 27-form (confirmation of supply arrangements between the bidder and his/her supplier) should be submitted.

43. VENDOR ASSESSMENT

- 43.1 The Department will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the Department or its appointee of the following:
- 43.1.1 Bidder's operational plan on how to execute the supply of items bidding for.
- 43.1.2 Previous contracts executed and current contracts.
- 43.1.3 Delivery periods, quality and quantity of products.

44. COUNTER CONDITIONS

- 44.1 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.



45. PAYMENTS

- 45.1 Payments will only be effected by the Department in the following cases: The successful completion of a delivery/service in line with the specification/terms of reference.
- 45.2 Invoices should be delivered/posted or e-mailed to reach the institution that placed the order, timeously.
- 45.3 The invoices must be accompanied by an inspection certificate and/or proof of delivery.
- 45.4 Invoices will be paid by the Department within thirty (30) days from the date of receipt.
- 45.5 The Department / Management Areas will not make a payment to or consult with a third party.
- 45.6 No third party is entitled to put an account of the relevant Management Areas on hold.

46. SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT

- 46.1 The Department and the contractor will enter into a Service Level Agreement.
- 46.2 Department of Correctional Services will conduct meetings with the end users and contractors to discuss contracting issues.
- 46.3 Contracted suppliers must notify the Department of Correctional Services in writing of any unforeseeable circumstances that may adversely affect supply against the contract. The notification must be done twenty-one (21) days before the expected delivery date.

- 47. The Department of Correctional Services will monitor the performance of contracted suppliers for compliance to the terms of this contract as follows:
 - 47.1 Compliance to delivery lead times;
 - 47.2 Percentage of orders supplied in full first time;
 - 47.3 Compliance with reporting requirements according to reporting schedule.
 - 47.4 Attendance of compulsory monthly meetings.

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

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

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

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



52. MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS

- 52.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Correctional Services in writing within thirty (30) days prior to such event of relevant details.
- 52.2 The Department reserves the right to agree to the transfer of contractual obligations to the new supplier under the prevailing conditions of contract or to cancel the contract.
- 52.3 A contracted supplier must inform the Department of Correctional Services within fourteen (14) days of any changes of address, name, contact or banking details.

53. BREACH OF CONTRACT

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

54. SETTLEMENT OF DISPUTES

- 54.1 Should any dispute arise from the contract management paragraph 23 of the General Conditions of Contract shall apply.

55. TERMINATION

- 55.1 The Department shall be entitled to terminate this Agreement if one or more of the following occur: -
- 55.1.1 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this contract.
- 55.1.2 The service provider enters into settlement arrangements with their creditors;
- 55.1.3 The service provider commits an act of insolvency;
- 55.1.4 In the event that the service provider is a member of an unincorporated joint venture or consortium and the membership of such joint venture or consortium changes.
56. The Department reserves its right to terminate the contract in the event that there is a change in ownership of the service provider that has the effect that over 50% ownership of the service provider belongs to the new owner without prior written approval of the Department.
57. Either Party may terminate this contract for breach in the event that the other party fails to comply with any of its obligations in terms of this contract, and having failed to remedy such breach within fourteen (14) calendar day's written notice to remedy such non-compliance.
58. Notwithstanding the provisions above, either Party may terminate this Contract by giving the other Party 30 (thirty) days' written notice to that effect.



SECTION 7

1. EVALUATION CRITERIA

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

Phase 1	Phase 2	Phase 3
Administration Compliance	Mandatory Requirements	Site Visit
Compliance with the administrative criteria	Compliance with mandatory requirements	Compliance with all site visit requirements.

1.2 PHASE 1: ADMINISTRATIVE COMPLIANCE

- 1.2.1 Compliance to minimum requirements during phase 1, all bidders will be evaluated to ensure compliance to minimum document requirements. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).
- 1.2.2 The bidder(s) proposal may be disqualified for non-submission of any of the document.
- 1.2.3 Bid Document - All pages must be completed and signed (where signature is applicable) by the bidder
- 1.2.4 Invitation to bid must be Completed and signed (SBD 1)
- 1.2.5 Bidders disclosure must be fully completed and signed (SBD 4)
- 1.2.6 POPIA form

1.3 PHASE 2: MANDATORY REQUIREMENTS

- 1.3.1 The below mandatory documents must be submitted by the bidder at the time of closing the bid. Failure to submit all below documents will result in disqualification. The following documents must be submitted:
 - 1.3.1.1 Attendance of compulsory briefing session.
 - 1.3.1.2 Bidder must submit at least three (3) reference letters from previous clients (Government /Private institutions), not older than five (5) years as at close of bid, where mattresses were delivered successfully. The reference letter should be on the client's letterhead, signed, dated with contactable details. The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will invalidate your bid.
 - 1.3.1.3 Bidder must submit Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27)



1.3.1.4 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/ distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the bid for all relevant goods and services required from this bid.

1.3.1.5 The Department will only accept a completed and signed BD 27 and it must be attached with the standard bidding documents. **Failure to submit a signed BD 27 by the bidder and/or their supplier will invalidate the bid.**

OR

1.3.1.6 A signed letter issued on the official letterhead of the third party addressing the information below is acceptable.

1.3.1.6.1 The date on the list must not be older than the date of the advertisement.

1.3.1.6.2 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.

1.3.1.7 Bidder must submit an original or certified copy of a certificate confirming compliance with South African National Standard SANS 883-2009: Foam Class V: Type MB: Grade 170 and be classified as Class 30 density foam according to South African National Standard SANS 640-2005 and hardness factor of 20.

1.3.1.8 Bidder must submit an original or certified copy of a certificate confirming compliance with a 100% polyurethane (PU) 320g cover in accordance with South African National Standard: SANS 53795-2015: 2017, Edition 3.3, Part IV, Type D59, W8: with a flame retardant and acid resistant finish.

1.4 PHASE 3: SITE VISIT

Bidders who complied with all requirements of Phase 2 will be evaluated on Phase 3. The DCS will conduct site visit (within the borders of South Africa) on the premises of the manufacturer. In cases where the bidder is not a manufacturer, the site visit will be conducted at the premises of the third party as per BD 27 or letter of third-party arrangement.



The factory must confirm to the following requirements:

#	Requirement	Compliance (Yes/No)
1.	Demonstration of flame resistance on the mattress in compliance with British Standard BS 5852: 2005: Crib 5.	
2.	Demonstration of water resistance on the mattress.	

Note: Bidders must comply with **all** requirements in order to form part of the panel of service providers. Failure to comply with all requirements will lead to disqualification.

2. ENGAGEMENT MODEL FOR THE APPOINTMENT OF A PANEL OF SERVICE PROVIDERS

2.1 The panel of service providers will be allocated per Region.

2.2 Bidder must indicate which Region/s they are willing to offer their services as per below table:

#	DCS REGIONS	TICK (✓)
7.	KwaZulu Natal	
8.	Eastern Cape	
9.	Western Cape	
10.	Limpopo, Mpumalanga and North West	
11.	Free State and Northern Cape	
12.	Gauteng	

2.3 Once a panel has been established, SCM practitioner will source from the panel, as and when the need arises, by issuing an RFQ to *all* suppliers in the panel (per Region) as part of the evaluation processes, where the panellist may tender based on the 80/20 or 90/10 preference point system as may be relevant to the order.

2.4 The DCS reserves the right to advance to Youth, black, women and Locality in the allocation of specific goals in accordance with internal DCS Procurement procedures.

2.5 It is the responsibility of the panellist to offer the DCS competitive pricing upon RFQ request.



SECTION 8

SPECIFICATION

1. INTRODUCTION

1.1 The purpose of this tender is to invite qualified service providers to submit proposals for the supply, delivery and off-loading of mattresses for a period of five (5) years to **ALL Regions** of the Department of Correctional Services (DCS).

1.2 The six (6) regions where bidders will be providing cleaning materials are as follows:

- 1.2.1 Eastern Cape (EC)
- 1.2.2 Free State and Northern Cape (FS & NC)
- 1.2.3 Gauteng (GP)
- 1.2.4 Kwa-Zulu Natal (KZN)
- 1.2.5 Limpopo, Mpumalanga and North West (LMN)
- 1.2.6 Western Cape (WC)

1.3 List of Management Area

Table 1: Deliveries Location and Addresses.

No	Region	Deliveries Location and Addresses
1	Eastern Cape (EC)	St. Albans Management Area St Albans Correctional Services Old Cape Road St Albans Port Elizabeth 6001
		Kirkwood Management Area No 1 Korhansdrift kirkwood Correctional Centre kirkwood 6120
		Amathole Management Area E Corner Prince Albert & Dep of Corl Ser Cross Street Kingwilliamstown 5601
		SADA Management Area Sada Correctional Centre Corner Schubert Street & Amatola Road Whittlesea 5360
		Mthatha Management Area Wellington Farm Prison, R61 Engcobo Road, Mthatha, 5099
		East London Management Area 25 Bank Street Westbank East London 5200



2	Free State (FS)	Grootvlei Management Area Correctional Services, Dewetsdorp road, Bloemfontein, 9301
		Goedemoed Management Area Goedemoed Bethulie Road, Goedemoed Aliwal North 9750
		Groenpunt Management Area Correctional Services, Deneysville Road, Deneysville, 1930
		Bizzah Makhate Management Area Correctional Services, Brits street, Kroonstad, 9500
3	Northern Cape (NC)	Colesburg Management Area Correctional Services, 41 Grobler street, De Aar, 7000
		Kimberly Management Area Du Toitspan Building, Du Toitspan Road, Kimberley, 8300
		Upington Management Area Correctional Services, Schroder street, Upington, 8800
4	Gauteng (GP)	Baavianspoort Management Area 15 Springbok Street, Cullinan Road, East Lynn, 0039
		Kgosi Mampuru II Management Area Area Commissioner's Office, 1 Kgosi Mampuru Street, Pretoria, 0001
		Boksburg Management Area Boksburg Correctional Services, Cnr Barry Marais and Main Road, Boksburg, 1459
		Johannesburg Management Area JHB Management Area, Development and Care Offices, 9 Main Road, Meredale 2091
		Zonderwater Management Area Zonderwater Medium A, No 1 Jacaranda Road, Cullinan 1000
		Leeuwkop Management Area Leeuwkop Area Commissioners Offices, Main Road, Kyalami 2191



		Krugersdrop Management Area Krugersdorp Correctional Centre, Cnr Luipaard and Crematorium Street, Mogale City, 1740
		Modderbee Management Area Cnr Kingsway and Modder East Road, Benoni, 1500
5	Kwa-Zulu Natal (KZN)	Glencoe Management Area Bigger Street North Glencoe 2930
		Pietermaritzburg Management Area Eugene Maraiweg, Napierville, Pietermaritzburg, 3200
		Ncome Management Area Ncome Prison, Blood River Road, Vryheid, 3100
		Waterval Management Area Waterval Correctional Services Zimbuthu Utrecht 2980
		Durban Management Area AC Office, No 1, Westville, 3605
		Kokstad Management Area AC Office, R56 Matatiele road, Kokstad,, 4700
		Empangeni Management Area R34 Melmoth Road, Empangeni 3880
6	Mpumalanga	Barberton Management Area 6th Floor Sanlam Building 25 Samora Machel Drive. Nelspruit. 1200
		Bethal Management Area Corner Vuyisele Mini & Kleinhans Street Bethal 2310
		Witbank Management Area Witbank - Paxton Prison, Old Verena Road, Witbank 1035
7	Limpopo,	Thohoyandou Management Area Matatshe Prison Thengwe 0950
		Polokwane Management Area 17F Grobler Street. Polokwane 0699
8	North West	Klerksdrop Management Area 30 Boom Street. Saambou Building Klerksdorp 2570
		Rooigrond Management Area 11 Carrington Street, Mafikeng, 2735



		Rustenburg Management Area Corner Nelson Mande and Thabo Mbeki Drive. 2nd Biblio Plaza. Rustenburg 0300
9	Western Cape (WC)	Allandale Management Area Hawequa Correctional Centre 1 Eddy Street Wellington 7655
		Brandvlei Management Area Brandvlei Prison Rawsonville Road Worcester 6849
		Breeder Rivier Management Area Area Commissioner's Office Cnr Durban & Somerset Worcester Street Worcester 6850
		Drakenstein Management Area Drakenstein Prison Wemmers Hoek Road Drakenstein 7620
		Goodwood Management Area Goodwood Correctional Centre Peninsula Drive Monte Vista 7407
		Overberg Management Area Area Commissioners Office Helderstroom Prison Farm R43 Greyton Road Caledon 7230
		Pollsmoor Management Area Pollsmoor Prison Steenberg Road Tokai 7966
		Southern Cape Management Area Area Commissioners office Union Street George 6530
		Voorberg Management Area Area Commissioners Office R44 Main Road Porterville 6810
		West Coast Management Area Malmesbury New Prison Medium Centre Rosenberg Street Malmesbury 7300

NB: The above list is not conclusive, deliveries may be required at any of the Management areas within DCS.



2. DETAILS OF THE SPECIFICATION

BID SPECIFICATION FOR COMBUSTION MODIFIED HIGH RESILIENCE (CMHR) FLEXIBLE POLY-URETHANE FOAM SHEETS (BEDDING FOR INMATES)

2.1 Supply and delivery of Combustion Modified High Resilience (CMHR) flexible poly-urethane foam sheets in accordance with South African National Standard SANS 883-2009: Foam Class V: Type MB: Grade 170 and be classified as Class 30 density foam according to South African National Standard SANS 640-2005 and hardness factor of 20.

2.2 CMHR polyurethane sheet must be fitted with a humped pillow.

2.3 Flame resistance of the foam sheet to comply with British Standard BS 5852: 2006: Crib 5.

2.4 The fire retardancy of the foam sheet should out life the lifespan of the foam sheet.

2.5 Foam sheet measurements: 1880mm x 700mm x 100mm

2.6 Each mattress shall be tagged with the following information (information to be legible and indelible):

2.6.1 Manufacturers name

2.6.2 Year of manufacturing

2.6.3 Batch number

2.6.4 Department of Correctional Services (DCS) logo

▪ Each foam sheet shall be covered with a 100% polyurethane (PU) 320g cover in accordance with South African National Standard: SANS 53795-2015: 2017, Edition 3.3, Part IV, Type D59, W8: that is flame retardant, water and blood resistant, anti-fungal and anti-bacterial

▪ The colour of the print is light brown/blue.

2.7 Product Reference: PU 320g Mattress Cover

2.7.1 Product contains Flame Retardant Properties

2.7.2 Product contains Antifungal Chemical

Cover for mattresses

Physical properties Metric	Test method	Min/Max	Direction	Metric (Specification)
Weight (g/m ²)	ASTM D3776	+/-10%	Warp	320
Breaking Strength (N/25mm)		Min	Warp	450



	EN ISO 1421		Weft	200
Tear Strength (N)	EN ISO 4674-1	Min	Warp	45
			Welf	30
Weld Adhesion (N/50mm)	Din 53357	Min	-	12
Hydrostatic Burst (kpa)	BS3424 or ISO811	Min	-	20
Flame Resistance	BS 7175	Pass/Fall	-	Pass
Antimicrobial Additives (No Growth)	ISO 22196	Pass/Fall	-	Pass

- 2.7.3 Flame resistance of the cover polyurethane (PU) 320g o comply with South African National Standard SANS1422-1: category 1 i.e. Does not ignite within 20 seconds if tested in accordance with the specification.
- 2.7.4 The cover must be welded closed, without a zip, no cotton, no loose threads and be four-way stretch.
- 2.7.5 The cover must be water and blood resistant and anti-fungal and anti-bacterial
- 2.7.6 Warranty: The foam sheet should be guaranteed to have a life expectancy of at least five (5) to seven (7) years and Guarantee of two (2) years. The fire retardancy should out life the lifespan of the foam sheet.