



BD2.1

Dear Bidder

PROVISION OF AN INMATE COMMUNICATION SYSTEM TO THE DEPARTMENT OF CORRECTIONAL SERVICES FOR A PERIOD OF FIFTEEN (15) YEARS (CONTRACT REVIEWABLE FOR EVERY FIVE (5) YEARS. BID NO: H03/2026

1. You are hereby invited to bid for requirements of the National Department of Correctional Services.
2. Bidders need to scrutinize the content of the bidding documents to acquaint themselves with the contents thereof and minimise the risk of disqualification.
3. Bidders should take note of the following important information relating to the bidding process:
 - 3.1 The closing date of the bid will be on **14 September 2026** at 11h00 am and will be valid for a period of one hundred and eighty (180) days after the closing date.
 - 3.2 Bids must be submitted in 2 sealed envelopes. One envelope (**first envelope**) with the bid proposal 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. The proposal must also be submitted on the USB.
 - 3.3 The pricing schedule can be downloaded from eTender and DCS website. A completed and signed pricing schedule must be submitted on a separate sealed envelope (**second 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. **NON COMPULSARY VIRTUAL BRIEFING SESSION DETAILS**

Meeting link: <https://teams.microsoft.com/meet/331035857158270?p=8CCQGYtRu5Et1Ebd9t>

Meeting ID: 3331 035 857 158 270

Passcode: jW9GH26V

Date: 27 August 2026

Time: 11h00 am to 13h30

- 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.
- 4.5 All bid enquiries must be communicated via email provided on SBD 1 by no later than **09 September 2026**. Any queries communicated after the date indicated will not be responded to.



5. Bidders **MUST** indicate a Region/Regions where they intend to bid for as per below table:

#	Region	Tick (X)
1.	Eastern Cape Region	
2.	Northern Cape and Free State Region	
3.	Western Cape Region	
4.	KwaZulu Natal Region	
5.	Gauteng Region	
6.	Limpopo, Mpumalanga and North West Region	

**DOCUMENTS 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.	Implementation plan of the project		
3.	Certified copies of Identity Documents of Directors/Members/Shareholders		
4.	The bidder must submit a valid Individual Electronic Communications Network Service (I-ECNS) licence and/or Individual Electronic Communication Services (I-ECS) issued by ICASA.		
5.	Service Level Agreement (SLA) outlining the service standards, performance measures, reporting requirements and support arrangements.		
6.	At least two (2) or more signed reference letter/s from previous/current clients where a bidder installed and maintained a telephone system in the past five (5) years as at close of bid.		
7.	Bidders proposed methodology and roll out plan		
8.	Company profile including track record, location, completed projects, technical personnel and other related information pertaining the bidder.		
9.	Authorized signatory letter to sign the bid document		
10.	Completed and signed pricing schedule/s with Rate Cards		



DETAILS OF BIDDER

COMPANY NAME : _____

CONTACT PERSON : _____

DATE : _____

E-MAIL ADDRESS : _____

TELEPHONE NUMBER : _____

CELLULAR NUMBER : _____

PHYSIAL ADDRRESS : _____

POSTAL ADDRRESS : _____

SIGNATURE OF BIDDER : _____

**INDEX**

Bidders are to ensure that they receive all pages of this document, which consists of the following sections:

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Annexure A	Site list	To be downloaded separately
Pricing Schedule to be downloaded from eTender and DCS website. To be submitted on a separate envelope and via USB.		To be downloaded separately



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
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:	HO3/2026	CLOSING DATE:	14 SEPTEMBER 2026	CLOSING TIME:	11H00 AM
DESCRIPTION	PROVISION OF INMATE COMMUNICATION SYSTEM (ICS) TO THE DEPARTMENT OF CORRECTIONAL SERVICES FOR A PERIOD OF FIFTEEN (15) YEARS (CONTRACT REVIEWABLE FOR EVERY 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

CONTACT PERSON	Kopano Ntsoane
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	Kopano.Ntsoane@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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS



IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES ☐ NO ☐

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES ☐ NO ☐

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

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).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE



CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

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

DATE:



SECTION 2

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.



- 3.5 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 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

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

SBD 6.1

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2 The applicable preference point system for this tender is the 80/20 preference point system.

- 1.3 Points for this tender shall be awarded for:

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

- 1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method



envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

3.1.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

NB: This tender will be evaluated on 80/20 price points.

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 5(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the bidder will be allocated points based on the goals stated in table 1 below and **MUST** be supported by proof/ documentation stated in the conditions of this tender:



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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system)
Women	7	
Youth	6	
Black	5	
People living with disabilities	2	
	20	

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

Women: An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and/or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage ownership 51% or more held by women in the bidding company.**

Black: An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and/or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage black ownership 51% or more in the bidding company.**

Youth : An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and/or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage youth ownership 51% or more in the bidding company.**

Disability: Medical certificate signed off by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% more ownership for disabled persons.

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

5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM



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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF BIDDER (S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....



SECTION 4

CONSENT AND ACKNOWLEDGEMENT IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 2013 (POPIA)

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.

Signature bidder:

Name: _____	Date: _____
Signature: _____	



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.



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| 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 offence 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 endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. Anti-dumping and countervailing duties and rights** 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such 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; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



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| 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;
 - 3.1 Not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.
 - 3.2 To award a bid to one or more service providers.
 - 3.3 To limit the number of Region/s to be awarded per bidder.
 - 3.4 To award the bid as a whole or in part.
 - 3.5 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")
 - 3.6 To terminate any contract where service has not been carried out to its satisfaction.
 - 3.7 To amend any bid condition, validity period, or extend the closing date of bids.
 - 3.8 to verify the documents submitted by the bidders with third parties.
 - 3.9 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.

7. **Certification of documents by the Commissioner of Oaths**

- 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. 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.
9. Any completion of bid documents in **pencil, correction fluid (Tippex) or erasable** ink will not be acceptable and will automatically disqualify the submitted bid.
10. 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.

11. **CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 11.1 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"), –
- 11.1.1 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;



- 11.1.2 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;
- 11.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the DCS's officers, directors, employees, advisors or other representatives;
- 11.1.4 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;
- 11.1.5 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;
- 11.1.6 has in the past engaged in any matter referred to above.

12. **INDEMNITY**

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.

13. **TAX COMPLIANCE**

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.



- 13.5 No bid will be awarded to a bidder who is non-tax compliant.
- 13.6 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.
- 13.7 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 categorization.

14. GOVERNING LAW

- 14.1 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.

15. RESPONSIBILITY FOR COMPANY/BUSINESS PERSONNEL

- 15.1 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.
- 15.2 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.

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

- 16.1 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.

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

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

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

18. 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 unfavorable 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.

19. 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.



20. The service provider must supply and/or deliver the items or service as specified on the official signed award letter within the agreed time by both parties.
21. The bidder shall acquaint themselves with any relevant wage regulating measures or statutory enactment which may be applicable or which may be contemplated, affecting conditions of employment during the term of agreement.
22. 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 of their employees..
23. 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.
24. **LEGISLATIVE AND REGULATORY FRAMEWORK**
 - 24.1 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.
 - 24.2 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.
25. 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 State.
26. 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 correctional service, 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).
27. Bidders having a relationship with persons employed by the DCS must declare their interest on SBD 4 (Bidders' disclosure).



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

29. JOINT VENTURES, CONSORTIUMS AND TRUSTS

- 29.1 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.
- 29.2 The joint venture and/or consortium agreements must 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.
- 29.3 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.

30. FRONTING

- 30.1 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.
- 30.2 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, Industry and Competition, be established during such enquiry/investigation, the onus will be on the bidder/contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the DCS may have against the bidder/contractor concerned.

31. SECURITY COMPLIANCE

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

32. COMMUNICATION

- 32.1 All bid-related and technical enquiries should be addressed to the email address mentioned on SBD 1 attached on this document. No verbal or direct communication with any DCS officials will be allowed during the running period of the bid.



- 32.2 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).
- 32.3 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.
33. DCS may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period, failure to do so may invalidate their bid.
34. **THE PROPOSAL SHOULD INCLUDE BUT NOT LIMITED TO THE FOLLOWING IN DETAIL:**
- 34.1 **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. *The bidder must submit a comprehensive profile highlighting e.g. track records, location, completed projects, technical personnel etc.*
- 34.2 The bidder must submit a valid Individual Electronic Communications Network Service (I-ECNS) licence **and/or** Individual Electronic Communication Services (I-ECS) issued by ICASA.
- 34.3 Proposed draft Service Level Agreement (SLA). The bidder must submit a proposed draft Service Level Agreement (SLA) outlining the service standards, performance measures, reporting requirements, and support arrangements.
- 34.4 **Bidders experience in installation and maintenance of telephone systems.**
The bidder must submit at least two (2) reference letters from their customers/previous clients where the bidder installed and maintained a telephone system in the past five (5) years as at close of bid. Reference letters must have contactable details, dated, signed and on a letterhead of the customer/ previous clients that issued the letter.
- 34.5 **Bidder's proposed methodology and roll out plan:** The bidder must provide a detailed implementation plan including the following but not limited to:



- 34.5.1 System architecture for the proposed solution which outlines all the technical specifications requirements.
- 34.5.2 Proposed implementation and delivery methodology,
- 34.5.3 A comprehensive project plan outlining all key milestones /deliverables with time frame

35. SUPPLIER DUE DILIGENCE

- 35.1 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.

36. VENDOR ASSESSMENT

- 36.1 The DCS will have the right to confirm the ability of bidders to execute this contract successfully. This includes an investigation by the DCS or its appointee of the following:
- 36.2 Bidder's operational plan on how to execute the supply of the solution bidding for.
- 36.3 Previous contracts executed and current contracts.
- 36.4 Delivery periods, quality and quantity of products.

37. COUNTER CONDITIONS

- 37.1 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.

38. PAYMENTS FOR TELEPHONE USAGE BY INMATES

- 38.1 Each DCS management area has a bank account for all inmates cash from which the inmates telephone usage will be claimed.
- 38.2 Individual inmate/s shall indicate the amount of money to be allocated for telephone usage from own inmate cash account. The inmates will utilise the telephone system against the available balance/credit.
- 38.3 The service provider shall administer and recover all approved charges payable for inmates communication services in accordance with tariffs approved by the DCS.
- 38.4 The service provider shall submit the monthly inmate telephone usage report to DCS and shall submit monthly telephone usage by the inmates against inmate cash account including individual detailed and aggregated usage reports.
- 38.5 Payments for inmate monthly telephone usage report shall be transferred from the inmate cash to the service provider within seven (7) days subject to submission of correct documents.

39. PAYMENT OF MANAGEMENT FEE TO THE DCS

- 39.1 This bid will follow an income generating procurement process. The service provider shall pay the DCS a management fee as per the approved percentage/fee.
- 39.2 The payment of the DCS revenue must be paid by the service provider within thirty (30) days after submission of statements.



40. All revenue generated from the operation of the Inmates' Communications System (ICS), including but not limited to call charges, phone cards, and PINs purchased by or on behalf of inmates, shall accrue solely to the appointed service provider. The Department of Correctional Services (DCS) will not be liable for any payments, subsidies, or financial contributions to the service provider under this contract. DCS's benefit will be limited to the provision of the ICS service to inmates and Management Fee. No direct or indirect payments will be made by DCS to the service provider for the installation, operation, or maintenance of the ICS.
41. **SUPPLIER PERFORMANCE AND CONTRACT MANAGEMENT**
- 41.1 The Department and the contractor will enter into a Service Level Agreement.
- 41.2 Department of Correctional Services will conduct meetings with the end users and contractors to discuss contracting issues.
42. 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 21 days before the expected delivery date.
43. The Department of Correctional Services will monitor the performance of contracted suppliers for compliance to the terms of this contract as follows:
- 43.1 Compliance to delivery lead times;
- 43.2 Percentage of orders supplied in full first times;
- 43.3 Compliance with reporting requirements according to reporting schedule.
- 43.4 Attendance of compulsory monthly meetings.
44. 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.
45. The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
46. 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.
47. 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.
48. **MERGERS, TAKE OVERS AND CHANGES IN SUPPLIER DETAILS**
- 48.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the Department of Correctional Services writing 30 days prior to such event of relevant details.



- 48.2 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.
- 48.3 A contracted supplier must inform the Department of Correctional Services within 14 days of any changes of address, name, contact or banking details.

49. BREACH OF CONTRACT

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

50. SETTLEMENT OF DISPUTES

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

51. TERMINATION

- 51.1 The Department shall be entitled to terminate this Agreement if one or more of the following occur: -
- 51.2 The service provider is provisionally or finally liquidated, making it impossible for the service provider to perform its functions in terms of this Contract;
- 51.3 The service provider enters into settlement arrangements with their creditors;
- 51.4 The service provider commits an act of insolvency;
- 51.5 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.
- 51.6 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.
- 51.7 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 14 (fourteen) calendar day's written notice to remedy such non-compliance.
- 51.8 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 bidder is expected to provide substantiation for all criteria below. Substantiation may be provided by means of additional Annexures; however; a specific reference **MUST** be made to the relevant Annexure; page and paragraph number as to where the information is located. Failure to provide specific reference to the location of the information may disadvantage the allocation of points. The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2	Phase 3	Phase 4	Phase 5
Administration Compliance	Mandatory Requirements	Technical/ Functional Evaluation	Presentation	Price and Specific goals
Compliance with the administrative criteria	Compliance with mandatory requirements	Compliance with technical specifications	Compliance with presentation requirements	Recommendation and award

The scoring matrix will be used for Phase 3 and 4 evaluation criteria.

The following formula will be used to convert the points scored (functionality and presentation evaluation phases) against the weight:

$$\begin{aligned}Ps &= \text{Percentage scored for functionality by bid under consideration} \\So &= \text{Total scored for functionality by bid under consideration} \\Ms &= \text{Maximum possible score}\end{aligned}$$

2. PHASE 1: ADMINISTRATIVE COMPLIANCE

- 2.1 Compliance to minimum requirements during phase 1, all bidders will be evaluated to ensure compliance to minimum document requirements and with the listed administration and mandatory bid requirements. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).
- 2.2 The bidder(s) proposal may be disqualified for non-submission of any of the document.
- 2.3 Bid Document - All pages must be completed and signed (where signature is applicable) by the bidder.
- 2.4 Invitation to bid must be completed and signed (SBD 1).
- 2.5 Bidders disclosure must be fully completed and signed (SBD 4).
- 2.6 Bidders must complete and sign the Preference Point form in full (SBD 6.1).



2.7 POPIA form

3. PHASE 2: MANDATORY REQUIREMENTS

NB: Failure to meet all requirements below Mandatory evaluation will lead to disqualification.

- 3.1 The bidder must submit a valid Individual Electronic Communications Network Service (I-ECNS) licence **and/or** Individual Electronic Communication Services (I-ECS) issued by ICASA.
- 3.2 Proposed draft Service Level Agreement (SLA) outlining the service standards, performance measures, reporting requirements and support arrangements.
- 3.3 Pricing Schedule must be completed in full and supported by Rate Cards.
- 3.4 The bidder must indicate Regions/s they are bidding for as per BD2.1.

4. PHASE 3 (TECHNICAL/FUNCTIONALITY EVALUATION)

- 4.1 The criteria and weights as per table 4.5 will be applied during Phase 3 of the evaluation process. The application of the weights will vary based on the evaluation criteria.
- 4.2 The Bid Evaluation Committee will evaluate the bid against the set criteria indicated in the special conditions. A form will be used which will reflect the name of the bidder, the different criteria, with space provided to record the points awarded and motivation for points awarded.
- 4.3 Only bidders who achieve a threshold score of 60.00% or more will be short-listed to proceed to Phase 4.
- 4.4 Bidders that score less than sixty (60.00%) in respect of functionality evaluation will be regarded as non-responsive and will be disqualified.

4.5 EVALUATION FUNCTIONALITY SCORING

SCORING MATRIX WILL BE USED FOR SCORING FUNCTIONALITY EVALUATION CRITERIA

Very poor/ evidence	No	Poor/ Inadequate	Good/ Satisfactory	Excellent/ Significantly exceed the requirements
0		1	3	5

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

- Ps = Percentage scored for functionality by bid under consideration
- So = Total scored for functionality by bid under consideration
- Ms = Maximum possible score



No.	Evaluation Criteria	Scoring matrix				% Weight
		0	1	3	5	
1	Bidders experience in installation and maintenance of telephone systems. The bidder must submit at least two (2) reference letters from their customers/previous clients where the bidder installed and maintained a telephone system in the past five (5) years as at close of bid. Reference letters must have contactable details, dated, signed and on a letterhead of the customer/ previous clients that issued the letter. - None Provided/ reference letter/s do not comply with the above requirements = 0 1 verifiable reference letter - 1 Points 2 verifiable references letters - 3 Points - Above 2 verifiable reference letters - 5 points					40
2	Bidder's proposed methodology and roll out plan : The bidder must provide a detailed implementation plan including the following but not limited to: 2.1 System architecture for the proposed solution which outlines all the technical specifications requirements. 2.2 Proposed delivery methodology, 2.3 Mile stones /deliverables with time frame. - No implementation plan provided = 0 - Implementation plan covers one out of three deliverables = 1 Points - Implementation plan covers all three deliverables = 3 Points - Implementation plan covers all three deliverables and additional related to implementation of this bid = 5 points					30
3	Company profile The bidder must submit a comprehensive profile highlighting e.g. track records, location, completed projects, technical personnel etc . No company profile = 0					30



	- Company profile not detailing track record, location and completed projects, technical personnel = 1 point - Company profile detailing track record, location and completed projects, technical personnel = 3 points - Company profile detailing track record, location and completed projects, technical personnel and other information related to this bid = 5 points					
TOTAL						100%

NB: Bidders who score less than sixty (60.00%) will be disqualified from further evaluation.

5. PHASE 4: PRESENTATION

5.1 Bidders will be required to do a presentation and demonstration showcasing the systems functionality and how it will address DCS needs/specification:

SCORING MATRIX WILL BE USED FOR SCORING PRESENTATION CRITERIA

Very poor/ evidence	No	Poor/ Inadequate	Good/ Satisfactory	Excellent/ Significantly exceed the requirements
0		1	3	5

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

Ps = Percentage scored for functionality by bid under consideration

So = Total scored for functionality by bid under consideration

Ms = Maximum possible score

No.	Evaluation Criteria	Scoring matrix				% Weight
		0	1	3	5	
1	Administrative and Security Interfaces The system/solution must be able to demonstrate a secure, web-based administrative interface for DCS, supporting role-based access, account management, telephone hardware functionality, call monitoring, reporting, and emergency controls. The system/solution is secured = 1 Points					34



	▪ The system/solution is able to demonstrate secured, administrative interface = 3 Points ▪ System/solution demonstrate secured, administrative interface with additional features = 5 points					
2	Monitoring, Recording, and Reporting The system/solution must be able to demonstrate: 2.1 Generation and management of detailed Call Detail Records (CDRs) for all call attempts. Real-time monitoring and recording of all calls, with configurable retention periods and secure storage. 2.2 Provision of comprehensive reporting tools for system performance, usage, compliance, incident management, time and duration control 2.3 Provide a template of contact list interface. ▪ The system/solution demonstrates compliance with requirement 2.1 above = 1 Point ▪ The system/solution demonstrates compliance with requirement 2.2. above = 3 Points ▪ The system/solution demonstrates compliance with all requirement 2.3. above = 5 points					33
3	Data Storage and Security The system/solution must be able to demonstrate: 3.1 Secure storage of all ICS-related data, including inmate data, financial transactions, with daily backups and configurable retention. 3.2 Confirm all core systems and data will be hosted within South Africa, in compliance with POPIA, DPSA directives and other applicable laws. 3.3 Confirmation of minimum of three (3) years storage. ▪ The system/solution demonstrates compliance with any of the above requirements = 1 Point ▪ The system/solution demonstrates compliance with two (2) requirements of the above = 3 Points					33



	The system/solution demonstrates compliance with all the above requirements = 5 points					
TOTAL						100%

The bidder must score a minimum threshold of seventy percent (70.00%). Bidders who fail to meet the minimum score of seventy percent (70.00%) will be disqualified from further evaluation.

6. PHASE 5: PRICE AND SPECIFIC GOALS

6.1 The pricing schedule can be downloaded from e-Tender and DCS website. A completed and signed pricing schedule must be submitted on a separate sealed envelope.

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

- Bid price (maximum 80 points)
- Specific goals (maximum 20 points)
- Bidders that achieved all requirements under Phase 4: Presentation will progress to this level (phase 5) and will be evaluated in accordance with the preference point system. The following preference points system will be used for this tender:

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

6.2.2 Cases with a Rand value below R50 million (all applicable taxes included)

80/20

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Comparative price of bid or offer under consideration
Pmin = Comparative price of lowest acceptable bid or offer



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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)
Women	7
Youth	6
Black	5
People living with disabilities	2

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

6.2.4.1 **Women:** An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and /or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage ownership 51% or more held by women in the bidding company.**

6.2.4.2 **Black:** An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and /or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage black ownership 51% or more in the bidding company.**

6.2.4.3 **Youth :** An original and valid B-BBEE Certificate or a certified copy thereof issued by a verification agency accredited by SANAS, or an affidavit as per the DTI prescribed template and /or SAPS, whichever is applicable to the bidder. The affidavit must be signed by a Commissioner of Oaths and clearly indicate the date of signing. **The affidavit or certificate must clearly indicate the percentage youth ownership 51% or more in the bidding company.**

6.2.4.4 **Disability:** Medical certificate signed off by the doctor. The medical certificate must be accompanied by an affidavit signed off by SAPS confirming 51% more ownership for disabled persons.

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



- 6.4 The date of certification should not be older than six (6) months as close of bid.
- 6.5 The points scored by a bidder in respect of specific goals will be added to the points scored for price.
- 6.6 The points scored will be rounded off to the nearest 2 decimals.

7. BID PRICING SCHEDULE REQUIREMENTS

- 7.1 The bidder must submit the Pricing Schedule(s) as prescribed in the document.
- 7.2 SOUTH AFRICAN PRICING: The total price must be VAT inclusive and be quoted in South African Rand (ZAR).
- 7.3 TOTAL PRICE: All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- 7.4 The cost of delivery, labour, S&T, overtime, etc. must be included in the bid price.
- 7.5 All additional costs must be clearly specified.



SECTION 8

TERMS OF REFERENCES

Acronyms and Definitions

Acronym	Definition
IIMS	Integrated Inmate Management System
NAS	Network Attached Storage
RAID	Redundant Array of Independent Disks
RTO	Recovery Time Objective
SAS	Serial Attached SCSI
SAN	Storage Area Network
SITA	State Information Technology Agency
SQL	Structured Query Language
VM	VMware
WAN	Wide Area Network



1. PURPOSE

The purpose of this bid is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the Provision of the inmate communication system to the Department of Correctional Services in a concession agreement for a period of fifteen (15) years (contract reviewable for every five (5) years).

2. BACKGROUND

- 2.1 The Department of Correctional Services (DCS) is pursuing its efforts to modernize its correctional system to provide a reliable, secure information communication technology (ICT) infrastructure, and business application systems.
- 2.2 The Department is currently incarcerating about +/-166,000 inmates across its correctional facilities nation-wide.
- 2.3 In the past the inmates telephone system operated on copper technology and currently the inmates telephone system had deteriorated due to old infrastructure. As a result, inmates lack alternative means to communicate with their loved ones due to unavailability of support for the current system.
- 2.4 The inmates telephone system will be rolled out to 243 Correctional centres.

3. SCOPE OF THE BID

- 3.1 This bid covers the provision of an Inmates' Communications System (ICS) for the Department of Correctional Services (DCS) of South Africa. The appointed service provider will be responsible for the design, supply, installation, configuration, integration, commissioning, operation, training, support, and maintenance of the ICS across all designated correctional facilities for a period of fifteen (15) years (contract reviewable for every five (5) years). The solution should be integrated into relevant DCS systems, as far as the procurement and handling of airtime for telephone by the inmates using their cash from inmate cash system is concern. The scope includes, but is not limited to, the following:

3.1.1 Telephony Services

- Provision and installation of robust, tamper-resistant telephones, suitable for correctional environments.
- Enablement of outbound calls by inmates to approved national and international destinations, with configurable restrictions and monitoring.
- Implementation of personal account authentication (ICS-ID and PIN) for all inmate users.



3.1.2. Administrative and Security Interfaces

- Provision of a secure, web-based administrative interface for DCS, supporting role-based access, account management, call monitoring, reporting, and emergency controls.
- Implementation of audit logging, traceability, and compliance with all relevant security policies.
- Skills transfers to DCS officials.

3.1.3. Monitoring, Recording, and Reporting

- Real-time monitoring and recording of all calls, with configurable retention periods and secure storage.
- Generation and management of detailed Call Detail Records (CDRs) for all call attempts.
- Provision of comprehensive reporting tools for system performance, usage, compliance, and incident management.
- Approved inmates contact list.
- Time and duration control will be guided by DCS policies.

3.1.4 Data Storage and Security

- Secure storage of all ICS-related data, including inmate data, financial transactions, CDRs, call recordings, and logs, with daily backups and configurable retention. A minimum of three (3) years storage is required.
- All core systems and data must be hosted within South Africa, in compliance with POPIA, DPSA directives and other applicable laws.

3.1.5 Network and Infrastructure

- Design and deployment of a centralized ICS architecture, hosted in a South African data center, with secure WAN connectivity to all correctional sites.
- The ICS solution network will be separated from the DCS network.

3.1.6 Service Levels and Support

- Provision of incident management, helpdesk, and onsite support services, with defined service level agreements (SLAs) for availability, response, and resolution times.
- Ongoing maintenance, updates, and training for relevant DCS officials and inmates.



3.1.7. Compliance and Governance

- Full compliance with the Correctional Services Act, POPIA, DPSA directive, RICA, ICASA regulations, ECTA, Cybercrimes Act, and all other applicable South African laws and DCS policies.
- Support for independent audit, oversight, and reporting as required by DCS and regulatory authorities.

3.1.8. Future Expansion

- The ICS must be designed to accommodate future enhancements and integration with specific additional communication channels, subject to DCS requirements.

4. SPECIFICATION

Technical requirements
Centralized ICS architecture The ICS architecture must be hosted in South Africa Data Centre (DC). All correctional centres must be connected over a secure and reliable wide area network (WAN) to the DC. The system architecture must be independent from other (personnel / management) voice communication systems in the correctional service. The ICS network must be an isolated network from DCS's without any physical network interfacing between ICS and DCS network. The ICS must offer full and uninterrupted telephony service in correctional services including where systems for detection and jamming of illegal mobile inmate telephones are active. The service provider is responsible for the complete data centre including hosting, maintenance, and its operation.
Web-based interface The administrative interface must be web-based, offering secure access via browser, and using existing DCS workstations (Correctional Service staff).
Correctional service sites On each site, contractor must install required hardware in rack space provided by DCS in the server rooms. Contractor must install inmate telephones per site in agreed quantities and locations.



The cabling from the site's "server room" to all phone locations (common areas) may be done with Cat6-UTP cabling. With the analogue phones, only one pair of cable shall be used for connecting the phones.

The DCS provides for the power used by the ICS in the correctional service sites.

Ownership

The contractor remains owner of all ICS hardware and software, and has the responsibility for repairs, maintenance and updates to secure system performance to the agreed standard.

4.2.7 – Operational requirements

Provider organization

The contractor must have or establish a local resource responsible for operation and maintenance of the ICS at the agreed levels of performance. The contractor must establish a service desk that is available to authorized correctional service personnel.

- a. Service desk staff must be prepared for technical advice and problem solving.
- b. All personnel employed by the contractor and its suppliers must be reliable, well-trained persons and will be screened for working in a correctional service environment.
- c. The contractor and all personnel must comply with local health, safety regulations and all rules and regulations applicable in the DCS environment.
- d. The contractor and all personnel must adhere to agreed confidentiality and data protection rules.
- e. Service desk staff must at least speak English or any other official South African language when in direct communications with correctional service personnel.

Maintenance and service

The contractor will be responsible for keeping all hardware and software at the required quality level for the service during the contracted period.

This responsibility includes:

- a. Performing all required updates and patches to ensure functionality and security.
- b. Performing remote diagnostics and performing timely repair or replacement of items damaged due to fair wear and tear (normal usage).
- c. Secure deletion of data from all replaced hardware items.
- d. Notification of planned maintenance to DCS.

In cases where infrastructure is damaged due to unforeseen circumstances by inmates, the DCS and the service provider will find an amicable solution to resolve the matter

Technical Specification

1. System Architecture

- The ICS must be based on a data center-hosted architecture located within South Africa.
- All correctional sites must connect to the ICS via a secure, reliable Wide Area Network (WAN).
- The ICS network must be isolated from the DCS network, with no physical or logical interconnection.



2. Telephony Hardware

- Provision and installation of robust, tamper-resistant inmate telephones (estimated at five (5) inmate telephones per unit), suitable for correctional environments.
- Inmate telephones must be wall-mounted, waterproof, dustproof, with no removable parts and a maximum handset cable length of 90 cm.
- Each phone must have a numerical keypad, be hearing aid compatible, and support adjustable volume.

3. User Authentication and Account Management

- Inmates must access the ICS using a unique ICS account-ID and PIN (minimum 4 digits).
- No physical cards or devices may be required for login.
- Inmate calls terminate immediately when credit is depleted.
- The system must be able to create, maintain, relocate, and close accounts, with all actions logged.

4. Call Features and Restrictions

- Outbound calls only; inbound calls from outside are blocked.
- Call restrictions must be administered by DCS at site, group, or individual level (prohibited, allowed, and legal numbers).
- Blocked services: calling cards, dialler services, call forwarding, SMS, DTMF codes, toll-free, and premium rate numbers (except for emergency numbers as approved by DCS).

5. Administrative and Security Interface

- Provide a secure, web-based administrative interface for DCS staff, accessible via browser on DCS workstations.
- Role-based access control with configurable permissions and audit logging.
- Functions: phone/account management, call restrictions, reporting, emergency shutdown, manual call release, and online help.
- Automatic log-off after configurable idle time.

6. Monitoring, Recording, and Reporting

- Real-time monitoring of all or selected phone sets and calls.
- All calls must be recorded and stored in a standard audio format.
- Configurable retention for recordings and CDRs (minimum of 3 years)
- Comprehensive reporting tools for system performance, usage, compliance, and incident management.
- Generation and management of detailed Call Detail Records (CDRs) for all call attempts.
- Provision of comprehensive reporting tools for system performance, usage, compliance, and incident management.

7. Data Storage and Security

- All data (inmate, financial, CDRs, recordings, logs) must be securely stored in South Africa.
- Daily backups and disaster recovery procedures must be in place.
- Data must be encrypted at rest and in transit.
- Access to data must be logged and restricted to authorized users only.

8. Network and Infrastructure

- Contractor to install all required hardware in DCS-provided rack space at each site.



- All cabling from server room to phone locations must be Cat6-UTP.
- The system must operate reliably in environments with mobile phone jamming/detection systems.

9. Service Levels and Support

- Incident management system based on ITIL, with ticketing, phone, and email support.
- Minimum service availability of 99% during operational hours (07:00–22:00).
- Defined response and resolution times for all incident priorities.
- Onsite and remote support, with regular maintenance and updates.

10. Compliance

- Full compliance with the Correctional Services Act, POPIA, RICA, ICASA and DPSA regulations, ECTA, Cybercrimes Act, and all other applicable South African laws and DCS policies.
- All equipment must be ICASA type approved.
- Provider must hold all necessary ICASA licenses.

11. Future Expansion

- The ICS must be designed to accommodate future enhancements, including video calling and integration with specific additional communication channels.