



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

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Tel (012) 305 8720, Fax (012) 323 5621, Ramogotsi.ramorola@dcs.gov.za

Ref : DCS 10/2024
Enq : R.M Ramorola

The Manager

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.....
.....

Dear Sir/Madam

DCS 10:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO VARIOUS CORRECTIONAL CENTRES FOR A PERIOD OF THREE (3) YEARS.

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

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

Bidders must take note of the following:

- The closing date of the bid will be at **11h00 am** on the **11 December 2024** and will be valid for a period of **One hundred and twenty (120) days** after the closing date.
- Bids must be submitted in sealed envelope. The name and address of the bidder, the bid number and closing date must be indicated on the envelope. The envelope must not contain documents relating to any other bid. The bid document must be submitted to the bid box as indicated on SBD1.
- It is the responsibility of bidders to ensure that proposal reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).

DCS 10:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO VARIOUS CORRECTIONAL CENTRES FOR A PERIOD OF THREE (3) YEARS.

- A non-compulsory virtual briefing session will be held via Microsoft Teams on 02 December 2024 at 10h00 am to 11h00 am
- Links is as follows:

Venue: Microsoft Teams

Teams link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTBhMzAzZmItYTM0NS00NTIwLTkxMjUtZWFiMmJkZDM3Y2Jm%40thread.v2/0?context=%7b%22Tid%22%3a%2268026d69-ab70-4d46-a3e0-6edad467e5fd%22%2c%22Oid%22%3a%2287df79e8-f410-4d78-ad5f-aa9e38baa645%22%7d

Meeting ID: 373 685 607 218

Passcode: hz9EE9HY

Date: 02 December 2024

Time: 10H00 am to 11H00 am

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

Yours faithfully



.....
For National Commissioner: Correctional Services

Acting Director : Procurement

E.L Motoma

Date: 2024.11.1.20

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DCS 10:2024 APPOINTMENT OF A SERVICE PROVIDER(S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF MEDIUM DENSITY FIBRE AND HIGH-DENSITY FIBRE VENEERED BOARDS IN ACCORDANCE WITH SPECIFICATION SANS 929-2008 TO VARIOUS CORRECTIONAL CENTRES FOR A PERIOD OF 3 YEARS: DEPARTMENT OF CORRECTIONAL SERVICES.

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PART A INVITATION TO BID

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

BID NUMBER:	DCS 10/2024	CLOSING DATE:	11 December 2024	CLOSING TIME:	11:00am
DESCRIPTION	DCS 10:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH-DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO VARIOUS CORRECTIONAL CENTRES FOR A PERIOD OF THREE (3) YEARS.				

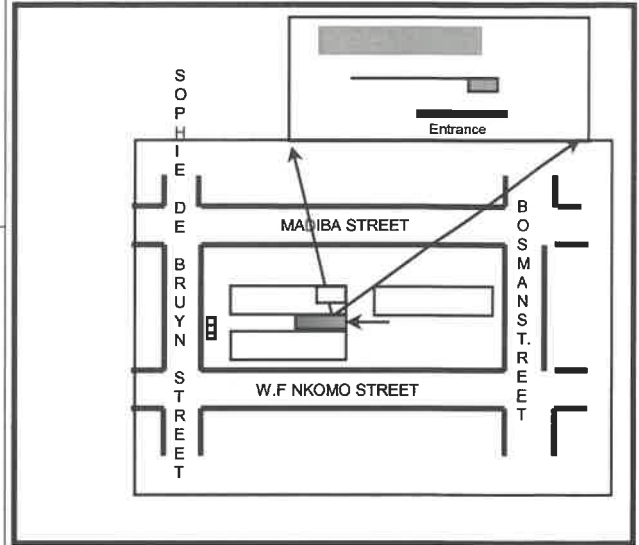
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BID RESPONSE DOCUMENTS MAY BE POSTED TO:

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

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

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



BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Ramorola R.M
TELEPHONE NUMBER	012 305 8720
FACSIMILE NUMBER	012 323 5621
E-MAIL ADDRESS	Ramogotsi.ramorola@dcs.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE NUMBER	
E-MAIL ADDRESS	

SUPPLIER INFORMATION

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

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



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

BID NUMBER: DCS 10/2024

APPOINTMENT OF A SERVICE PROVIDER(S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF MEDIUM DENSITY FIBRE AND HIGH DENSITY FIBRE VENEERED BOARDS IN ACCORDANCE WITH SPECIFICATION SANS 929:2024 TO VARIOUS CORRECTIONAL CENTRES FOR A PERIOD OF 3 YEARS: DEPARTMENT OF CORRECTIONAL SERVICES.

NAME OF BIDDER: _____

CLOSING DATE: 11 December 2024

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

If you have answered YES to the above question, please provide full details from whom the items will be sourced/delivered, in the space provided on the pricing schedule (SBD 3).

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

1. I, _____ (Bidder) hereby declare the following:
 - The goods or services listed below, is being sourced from a third party in order to comply with the terms and conditions of the bid.
 - The third party has been informed of the terms and conditions of the bid and the third party is acquainted with the said terms and the description of the goods or services listed on the SBD 3 (Pricing Schedule).
 - The unconditional written undertaking to supply the goods or services listed in the SBD 3 (Pricing Schedule) in accordance with the terms and conditions of the bid document for the duration of the contract has been received from the third party. See confirmation below.
 - It is confirmed that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party.
2. The information contained herein is true and correct.
3. Failure to submit the BD 27 may invalidate the bid.
4. It is acknowledged that the Department reserves the right to verify the information contained herein and if found to be false or incorrect, the Department may invoke any remedies available to it in the bid documents.

SIGNATURE BY THE BIDDER:

Signed at _____ on the _____ day of _____ 20__

Signature _____ Full name _____

Designation _____



THIRD PARTY UNDERTAKING

Note:

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

To be completed by the third party

Name of Third Party: _____

Physical Address: _____

Telephone number: _____

Facsimile number: _____

E-mail address: _____

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

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

SIGNATURE BY THE THIRD PARTY:

Signature: _____ Full name: _____

Designation: _____

Date: _____



PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.1: SUPPLY, DELIVERY AND OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO DRAGENSTEIN CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
1.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURA OKUME 2750mmX1830mmX16mm	630	R...../ per Sheet	R...../ all Sheet
1.2	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	270	R...../ per Sheet	R...../ all Sheet
1.3	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX22mm	270	R...../ per Sheet	R...../ all Sheet



ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
1.4	CLASS 4 GRADE A PLYWOOD BOARDERD DOUBLE SIDED VENEERD NATURAL OAK RED 2440mmX1220mmX3mm	180	R...../ per Sheet	R...../ all Sheet
1.5	DECORATIVE MELAMINE DOUBLE FACE BOARD WHITE 2750mmX1830mmX16mm	180	R...../ per Sheet	R...../ all Sheet
1.6	HDF BOARD 2750mmX1830mmX16mm	270	R...../ per Sheet	R...../ all Sheet
1.7	HDF BOARD 2750mmX1830mmX6mm	600	R...../ per Sheet	R...../ all Sheet
1.8	HDF BOARD 2750mmX1830mmX3mm	300	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

* Yes	No
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If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

* Yes	No
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If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.2: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO BIZZAH MAKHATE CORRECTIONAL CENTRE (KROONSTAD) FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
2.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	300	R...../ per Sheet	R...../ all Sheet
2.2	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	500	R...../ per Sheet	R...../ all Sheet
2.3	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX3mm	255	R...../ per Sheet	R...../ all Sheet
2.4	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OKUME RED 2440mmX1220mmX3mm	120	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
2.5	DECORATIVE MELAMINE DOUBLE FACE BOARD WHITE 2750mmX1830mmX16mm	500	R...../ per Sheet	R...../ all Sheet
2.6	HIGH DENSITY FIBRE BOARD 2750mmX1830mmX6mm	250	R...../ per Sheet	R...../ all Sheet
2.7	HDF BOARD 2750mmX1830mmX3mm	300	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*	Yes	No
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If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*	Yes	No
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If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.3: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO KGOŠI MAMPURU II CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
3.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	450	R...../ per Sheet	R...../ all Sheet
3.2	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	500	R...../ per Sheet	R...../ all Sheet
3.3	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OAK RED 2440mmX1220mmX3mm	300	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
3.5	DECORATIVE MELAMINE DOUBLE FACED BOARD WHITE 2750mmX1830mmX16mm	750	R...../ per Sheet	R...../ all Sheet
3.6	HDF BOARD 2750mmX1830mmX16mm	300	R...../ per Sheet	R...../ all Sheet
3.7	HDF BOARD 2750mmX1830mmX12mm	600	R...../ per Sheet	R...../ all Sheet
3.8	SOFTBOARD 2440mmX1220mmX12mm	450	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

*Mark the relevant block with an X

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

Brand and model :

Country of origin :

Does the offer comply with the specification?

*	Yes	No
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If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*	Yes	No
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If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED
IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A
SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder.....	Bid number DCS 10/2024
Closing Time 11:00 on 11 December 2024	

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

**ITEM NO.4: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE
(MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO THOHOYANDOU
CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.**

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
4.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	150	R...../ per Sheet	R...../ all Sheet
4.2	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	210	R...../ per Sheet	R...../ all Sheet
4.3	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX22mm	150	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
4.4	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX12mm	150	R...../ per Sheet	R...../ all Sheet
4.5	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX12mm	150	R...../ per Sheet	R...../ all Sheet
4.6	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX3mm	450	R...../ per Sheet	R...../ all Sheet
4.7	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OKUME RED 2440mmX1220mmX3mm	210	R...../ per Sheet	R...../ all Sheet
4.8	CLASS 4 GRADE A (FURNITURE GRADE) PLYWOOD BOARD SINGLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX6mm	90	R...../ per Sheet	R...../ all Sheet
4.9	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED NATURAL OKUME SELECTED RED 2440mmX1220mmX6mm	90	R...../ per Sheet	R...../ all Sheet
4.10	GLASS 4 GRADE A SINGLE SIDED VENEERED MDF BOARD NATURAL OAK 2750mmX1830mmX30mm	150	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
4.11	DECORATIVE MELAMINE DOUBE FACED BOARD WHITE 2750mmX1830mmX16mm	60	R...../ per Sheet	R...../ all Sheet
4.12	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX16mm	150	R...../ per Sheet	R...../ all Sheet
4.13	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX12mm	150	R...../ per Sheet	R...../ all Sheet
4.14	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX6mm	60	R...../ per Sheet	R...../ all Sheet
4.15	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX3mm	60	R...../ per Sheet	R...../ all Sheet
4.16	SOFTBOARD 2440mmX1220mmX12mm	60	R...../ per Sheet	R...../ all Sheet
4.17	HIGH DENSITY FIBRE BOARD (HDF) 2440mmX1220mmX6mm	60	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*	Yes	No
---	-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*	Yes	No
---	-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.5: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO ZONDERWATER CORRECTIONAL CENTRE(CULLINAN) FOR A PERIOD OF THREE (3) YEARS

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
5.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	550	R...../ per Sheet	R...../ all Sheet
5.2	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	550	R...../ per Sheet	R...../ all Sheet
5.3	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX3mm	350	R...../ per Sheet	R...../ all Sheet
5.4	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OKUME RED 2440mmX1220mmX3mm	350	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
5.5	DECORATIVE MELAMINE DOUBLE FACED BOARD WHITE 2750mmX1830mmX16mm	350	R...../ per Sheet	R...../ all Sheet
5.6	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX3mm	450	R...../ per Sheet	R...../ all Sheet
5.7	CLASS 4 GRADE DOUBLE SIDED VENEERD MDF BOARD NATURAL MAPLE 2750mmX1830mmX16mm	500	R...../ per Sheet	R...../ all Sheet
5.8	CLASS 4 GRADE A DOUBLE SIDED VENEERED NATURAL MAPLE 2440mmX1220mmX3mm	300	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

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

prices are inclusive of 15% Value-Added Tax (VAT), except in the case of

a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*

Yes	No
-----	----

If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number DCS 10/2024
Closing Time 11:00 on 11 December 2024	

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

ITEM NO.6: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS:929:2024 TO ST ALBANS CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
6.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	450	R...../ per Sheet	R...../ all Sheet
6.2	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX16mm	180	R...../ per Sheet	R...../ all Sheet
6.3	HIGH DENSITY FIBRE BOARD (HDF) 2750mmX1830mmX3mm	180	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :.....

Country of origin :.....

Does the offer comply with the specification?

*	Yes	No
---	-----	----

If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*	Yes	No
---	-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.7: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO POLLSMOOR CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
7.1	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	900	R...../ per Sheet	R...../ all Sheet
7.2	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	300	R...../ per Sheet	R...../ all Sheet
7.3	CLASS 4 GRADE A PLYWOOD DOUBLE SIDED VENEERED MDF BOARD, NATURAL RED OAK 2440mmX1220mmX3mm	300	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
7.4	CLASS 4 GRADE A PLYWOOD DOUBLE SIDED VENEERED NATURAL OKUME RED 2440mmX1220mmX3mm	600	R...../ per Sheet	R...../ all Sheet
7.5	CLASS 4 GRADE A PLYWOOD BOARD SINGLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX6mm	150	R...../ per Sheet	R...../ all Sheet
7.6	HDF BOARD 2750mmX1830mmX16mm	300	R...../ per Sheet	R...../ all Sheet
7.7	HDF BOARD 2750mmX1830mmX3mm	300	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*	Yes	No
---	-----	----

If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)? *

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.8: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO BOKSBURG CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
8.1	CLASS 4 GRADE A DOUBLE SIDED VENEERD MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	1300	R...../ Sheet per	R...../ Sheet all
8.2	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	500	R...../ Sheet per	R...../ Sheet all
8.3	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX22mm	500	R...../ Sheet per	R...../ Sheet all
8.4	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX12mm	60	R...../ Sheet per	R...../ Sheet all

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
8.5	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OAK RED 2440mmX1220mmX3mm	150	R...../ Sheet per	R...../ Sheet all
8.6	CLASS 4 GRADE A PLYWOOD BOARD DOUBLE SIDED VENEERED NATURAL OKUME RED 2440mmX1220mmX3mm	100	R...../ Sheet per	R...../ Sheet all
8.7	DECORATIVE MELAMINE DOUBLE FACED BOARD WHITE 2750mmX1830mmX16mm	700	R...../ Sheet per	R...../ Sheet all
8.8	HDF BOARD 2750mmX1830mmX16mm	500	R...../ Sheet per	R...../ Sheet all
8.9	HDF BOARD 2750mmX1830mmX12mm	200	R...../ Sheet per	R...../ Sheet all
8.10	HDF BOARD 2750mmX1830mmX6mm	300	R...../ Sheet per	R...../ Sheet all
8.11	HDF BOARD 2750mmX1830mmX3mm	700	R...../ Sheet per	R...../ Sheet all
8.12	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, CHERRY SINGLE SIDED WITH ODD BACKER/MISMATCH 2750mmX1830mmX12mm	600	R...../ Sheet per	R...../ Sheet all

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
8.13	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, CHERRY SINGLE SIDED WITH ODD BACKER/MISMATCH 2750mmX1830mmX22mm	600	R...../ Sheet per	R...../ Sheet all
8.14	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, CHERRY SINGLE SIDED WITH ODD BACKER/MISMATCH 2750mmX1830mmX3mm	300	R...../ Sheet per	R...../ Sheet all
8.15	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, OKUME SINGLE SIDED WITH ODD BACKER/MISMATCH 2750mmX1830mmX22mm	1100	R...../ Sheet per	R...../ Sheet all
GRAND TOTAL				R...../ Sheet all

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*

Yes	No
-----	----

If not to specification, indicate deviation(s).....

Period required for delivery.....

SBD 3.2

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.9: SUPPLY, DELIVERY AND OFF LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO LEEUWKOP CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
9.1	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	300	R...../ per Sheet	R...../ all Sheet
9.2	DOUBLE GRADE A DOUBLE SIDED VENEERED MDF BOARD LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX22mm	300	R...../ per Sheet	R...../ all Sheet
9.3	DECORATIVE MELAMINE DOUBLE FACED BOARD WHITE 2750mmX1830mmX16mm	600	R...../ per Sheet	R...../ all Sheet
9.4	HDF BOARD 2750mmX1830mmX16mm	600	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
9.5	HDF BOARD 2750mmX1830mmX3mm	300	R...../ per Sheet	R...../ all Sheet
9.6	SOFTBOARD 2440mmX1220mmX12mm	400	R...../ per Sheet	R...../ all Sheet
9.7	DECORATIVE MELAMINE DOUBLE FACE BURGAN MAHOGANY 2750mmX1830mmX16mm	150	R...../ per Sheet	R...../ all Sheet
9.8	DECORATIVE MELAMINE DOUBLE FACE COUNTRY OAK 2750mmX1830mmX16mm	150	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*

Yes	No
-----	----

If not to specification, indicate deviation(s).....

Period required for delivery.....

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*

Yes	No
-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder..... Bid number DCS 10/2024

Closing Time 11:00 on 11 December 2024

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

ITEM NO.10: SUPPLY, DELIVERY AND OFF-LOADING OF VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH DENSITY FIBRE (HDF) BOARDS SANS 929:2024 TO PIETERMARITZBURG CORRECTIONAL CENTRE FOR A PERIOD OF THREE (3) YEARS.

QUANTITIES ARE ESTIMATED AND CANNOT BE GUARANTEED

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
10.1	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX16mm	470	R...../ per Sheet	R...../ all Sheet
10.2	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX16mm	600	R...../ per Sheet	R...../ all Sheet
10.3	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX22mm	350	R...../ per Sheet	R...../ all Sheet

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE (ALL APPLICABLE TAXES INCLUDED)
10.4	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL RED OAK 2750mmX1830mmX12mm	900	R...../ per Sheet	R...../ all Sheet
10.5	CLASS 4 GRADE A DOUBLE SIDED VENEERED MDF BOARD, LAMINATED ON BOTH SIDES NATURAL OKUME 2750mmX1830mmX12mm	900	R...../ per Sheet	R...../ all Sheet
GRAND TOTAL				R...../ all Sheet

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

NOTE : According to the VAT Act, 1991 (Act No. 89 of 1991), all contract prices are inclusive of 15% Value-Added Tax (VAT), except in the case of a person that is not required to register for Value-Added Tax.

*Mark the relevant block with an X

Brand and model :

Country of origin :

Does the offer comply with the specification?

*	Yes	No
---	-----	----

If not to specification, indicate deviation(s)

Period required for delivery

Delivery basis (all delivery costs must be included in the bid price)

Are you the actual manufacturer/dealer (who normally keeps stock of the required items)?

*	Yes	No
---	-----	----

If not, who is your actual manufacturer/dealer (who normally keeps stock of the required items)? (See BD 27)

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price: **(See paragraph 13 of Special Condition)**

Index P0142.1 (PPI) Dated (See paragraph 13 of Special Condition)

Index P0141 (CPI) Dated (See paragraph 13 of Special Condition)

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE	INDEX PUBLICATION	TABLE NUMBER	INDEX FIGURE
D1 –Local raw material sawmilling and wood Only Local manufactured	%	STATS SA P0142.1 (PPI)	Reference to specific index and table 2 PPI for Sawmilling and wood	
D2 - Labour	%	STATS SA P0141 (CPI)	Table E all items	
D3 - Transport	%	STATS SA P0141 (CPI)	Table E – Transport other running Cost	
D4 - Other	%	Specify	Documentary evidence to accompany Bid document at time of bidding and claims	
Total cost (Cost components must add up to 100%)	100%			

Omission to provide the information (percentage) may invalidate your bid

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SANS 929:2024

Edition 3

SOUTH AFRICAN NATIONAL STANDARD

Plywood

WARNING

This document references other documents normatively.

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Handwritten notes: M.L. P.m. TM RA Ac

SANS 929:2024
Edition 3

Table of changes

Change No.	Date	Scope

Foreword

This South African standard was prepared by National Committee SABS/TC 1008/SC 02, *Wood and associated products – Reconstituted timber*, in accordance with procedures of the South African Bureau of Standards in compliance with annex 3 of the WTO/TBT agreement.

This document was approved for publication in May 2024.

This document supersedes SANS 929:2008 (edition 2.7).

Reference is made in C.2.5 to the "relevant national body". In South Africa this means South African National Accreditation System (SANAS).

Annexes C, D and E form an integral part of the document. Annexes A and B are for information only.

Compliance with this document cannot confer immunity from legal obligations.

P. van
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SANS 929:2024
Edition 3

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Plywood

1 Scope

1.1 This standard specifies the requirements for materials, construction, preservative treatment, dimensions and performance of plywood.

1.2 It also specifies the requirements for decorative aminoplast-faced board.

1.3 Board of thickness not exceeding 3 mm is not included in this standard.

1.4 Where applicable in this standard the relevant SANS adhesive standard shall apply.

NOTE 1 Information regarding the verification of the quality of plywood produced to this standard, and a sampling plan that could be used to assess compliance with this standard of a lot of plywood are given in annex A.

NOTE 2 Notes on the storage and handling of plywood are given in annex B.

2 Normative references

EN 310, Wood-based panels – Determination of modulus of elasticity in bending and bending strength.

ISO 2074, Plywood – Vocabulary.

ISO 9426, Wood based panels – Determination of dimensions of panels.

SANS 4586-1/ISO 4586-1, High-pressure decorative laminates – Sheets made from thermosetting resins – Part 1: Classification and specifications.

SANS 4586-2/ISO SANS 4586-2, High-pressure decorative laminates – Sheets made from thermosetting resins – Part 2: Determination of properties.

SANS 5817, Timber-based board products – Squareness.

SANS 5970, Edge straightness of wooden board products.

SANS 5984, Moisture content of timber and timber products (oven dry method).

SANS 5969, Flatness of wooden board products.

SANS 6011, Cutting and marking of test specimens of particle boards.

SANS 6016, Transverse tensile (internal bond) strength of wood-based panels.

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SANS 6019, *Surface bond strength of particle boards.*

SANS 6032, *Accelerated degradation of adhesive bonds in wood.*

SANS 6033, *Wood failure percentage in an adhesive joint.*

SANS 6173, *Fibreboard – Preparation of test specimens.*

SANS 10005:2020, *The preservative treatment of timber.*

SANS 10163-1, *The structural use of timber – Part 1: Limit-states design.*

SANS 10163-2, *The structural use of timber – Part 2: Allowable stress design.*

SANS 10183-2, *Adhesives for wood – Part 2: Requirements for structural applications*

SANS 10183-4-5/EN 15416-2, *Adhesives for wood – Part 4-5: Test methods – Static load test of multiple bondline specimens in compression shear.*

SANS 17065/ISO/IEC 17065, *Conformity assessment – Requirements for bodies certifying products, processes and services.*

3 Terms and definitions

For the purposes of this document, the following terms and definitions apply.

3.1

acceptable

acceptable to the authority administering this standard, or to the parties concluding the purchase contract, as relevant

3.2

acceptance number

maximum number of defective boards in a sample that will permit acceptance of the lot from which the sample was drawn

3.3

acceptable quality level

AQL

maximum percentage defective that for the purpose of sampling inspection can be considered satisfactory as the average for a lot

3.4

accredited certification body

body accredited in terms of SANS 17065

3.4

back

surface opposite to the face

3.5

balanced construction

specific method of construction with specific materials, that gives a board the ability to withstand warpage during service

NOTE Balancing is usually achieved by arranging similar laminae symmetrically around a core, as in figure 1(a). With present technology, balancing may still be achieved by using differing thicknesses of face and back veneers of different timber species cut by different methods, or by using specific backing materials for overlaid boards. The definitions relevant to plywood are adapted from ISO 2074:2007.

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3.6

batten board

composite board the core of which consists of strips (battens) of solid wood of width in the range 35 mm to 48 mm, and that may or may not be glued together (see figure 1(b))

3.7

bleed-through

adhesive that has seeped through the outer ply and shows up as a blemish on the surface

3.8

blister

local raising of the surface of board, resulting from a separation between or within laminae, and generally not visible at the edge of the board (see figure 1(c))

3.9

blockboard

composite board the core of which consists of strips of solid wood of width in the range 7 mm to 34 mm, and that may or may not be glued together (see figure 1(d))

3.10

bluestain

most common form of sap stain producing a bluish discoloration

3.11

board

sheet of plywood or composite board

3.12

bonding

process of uniting, by means of an adhesive, the components of board

3.13

check

separation of the fibres in an outer ply, that does not start at an edge, does not always extend through the whole thickness of the veneer, and does not allow the underlying ply to be visible (see figure 1(e))

3.14

closed split

split (in a veneer) the edges of which are so close that only a hair-line crack remains visible on the surface or edge of the board

3.15

coated board

board that has been given a coating of resin, paint, undercoat, sealant or other acceptable material by the manufacturer

3.16

composite board

board that consists of laminae glued as cross-bands to a core

3.17

core

central lamina(e) of a composite board

NOTE The core is usually thicker than and of a different type from the other laminae.

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3.18

defective

board that fails in one or more respects to comply with the relevant requirements of this standard

3.19

drying defects

faults including warping, shrinking, checking or splitting, or collapse, in excess of the specified values, caused during drying of timber

3.20

face

better surface of the board

3.21

joint (see figure 1(g))

3.21.1

butt-joint

end-joint between square-cut ends

3.21.2

edge-joint

joint between the sides of two laminae in a longitudinal direction

3.21.3

end-joint

joint between the ends of two laminae

3.21.4

scarfed-end joint

end-joint or edge-joint between ends or edges cut at an angle to increase the glue surface

3.22

lamina

one of the layers (which may be of metal, solid timber, veneers, built-up timber, particle board, a form of lignocellulose fibre, resin-impregnated bonded paper, high-pressure decorative laminate, fibreboard or other acceptable material) forming the board

3.23

laminboard

composite board the core of which consists of strips of solid wood or veneer that are of width less than 7 mm, and are placed on edge and glued together (see figure 1(h))

3.24

laminveneer

veneer made of strips of wood of width less than 7 mm (see figure 1(i))

3.25

lot

not less than 26 and not more than 3 200 boards of the same genus, grade, type, exposure class, density group, cross-section, type of end, and treated or untreated (as relevant), from one manufacturer, submitted at any one time for inspection and testing

3.26

marine plywood

service class 3 plywood, bonded with a phenolic adhesive, having specified hardwood surface veneer grades, and intended to be constantly or periodically in contact with estuarine or sea water and directly exposed to salt water destroying agencies such as Teredo worm and the Gribble isopod

3.27

metallic inclusions

metal object (for example a staple) present in board (see figure 1(l))

3.28

natural whole sheet

NWS

sheet of veneer that has no joint (see figure 1(r))

3.29

open defect

opening, cavity or separation of the wood fibres on a face veneer caused by a resin pocket, open bark inclusion, knot hole, split, sand through, press mark and mechanical damage that can be filled to its full extent with a synthetic filler

3.30

overlap

overlapping of two adjacent veneers (or two sections of a split veneer) in a ply, resulting in local excess thickness or in a change in the appearance of the surface of the board (see figure 1(m))

3.31

pleats (overlap)

result of a veneer being folded, forming several thicknesses of the veneer locally (see figure 1(n))

3.32

plywood

board consisting of an assembly of plies bonded together with the direction of the grain in alternate laminae usually at right angles

NOTE In the case of timber boards, these laminae are also referred to as plies.

3.33

resin defect

flecks, streaks or pockets of resin (see figure 1(o))

3.34

sand-through

local absence of outer veneer resulting from excessive sanding which reveals some of the glue line or of the substrate (see figure 1(p))

3.35

short core

short face

defect in a board, where one or more laminae do not fully extend to the end or edge of the board (see figure 1(s))

3.37

short grain plywood

plywood in which the grain of the outer plies in the plane of the board is parallel or nearly parallel to the short side (see figure 1(f))

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3.38

shuttering

type of structural board (used in formwork) which may be coated with a release agent such as resin, oil, bitumen or other acceptable material

3.39

split

separation of the fibres along the grain, extending through the whole thickness of the veneer, and generally starting at an end (see figure 1(q))

3.40

structural board

board used in load-bearing applications, permanent structures or residential constructions, and being of an exposure class and type that ensures a certain performance for a specific application

3.41

substrate

lamina below the surface lamina

3.42

tape

strip of paper (or equivalent material) with an adhesive backing, used to hold the free edges of a joint or split during the manufacture of board

3.43

telegraphing

projection of imperfections from the substrate to the surface of the board

3.44

torn grain

surface condition of a veneer where a cutting blade has torn out strips of fibres instead of making a clean cut through them (see figure 2)

3.45

veneer

3.45.1

rotary cut veneer

thin sheet of wood produced by rotary cutting (peeling) centred on the axis of a log

3.45.2

sliced veneer

thin sheet of wood produced by slicing

4 Exposure class and type

4.1 Exposure class

Board shall be of one of the exposure classes given in column 1 of table 1, as required.

Table 1 — In service exposure classes for board products

1	2	3
Service classes	Exposure class	End use Examples
Class S 1	Interior Low temperature < 50 °C and Maximum timber moisture content 12 %	Interior (under ceiling) (for example, mezzanine floors)
Class S 2	Interior High temperature (> 50 °C) and maximum timber moisture content 17 % (or both)	Interior under roof or if timber is protected ¹ from weathering (for example roofing timber)
Class S 3	Full exposure Any timber moisture content	Temporary exposure to weather or in ground contact

4.2 Type

Board shall be of one of the types and appropriate subtype given in columns 1 and 2, respectively, of table 2.

Table 2 — Types and subtypes of board

1	2
Type of board	Subtype of board
Plywood board	Commercial board Marine board Structural board Shutterply
Composite board	Battenboard Blockboard Laminboard High-pressure decorative laminate board Structural board Overlaid board Veneered particle board Veneered fibreboard Coated board
Decorative aminoplast-faced board	General purpose (GP) ^a Light duty (LD) ^b
^a GP boards are generally used in applications where only moderate performance is required (for example, kitchen front panels, wall coverings, shelves and, occasionally, tables). ^b LD boards are generally used in vertical applications where requirements for use are not as demanding as those for GP boards (for example, the side components of cupboards).	

5 Materials

5.1 The materials used for the manufacture of board shall comply with the relevant requirements given in table 3. Materials for which no requirements are given shall be such that they are acceptable.

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Table 3 — Materials of board

1	2
Material	Requirements
Timber	The species of timber shall be as required, and shall not contain fungal decay (dry rot), products.
Veneers	
Cut	Sliced, rotary cut, sawn or produced by other acceptable means.
Quality	Of a quality that ensures compliance with the required board surface grades (see tables 6 and 7 (inclusive)).
Moisture content	Such as to avoid excessive drying defects and such that it will not adversely affect the performance of the adhesive used.
Substrate	Shall not telegraph.
Timber cores	Solid timber all of the same species
High-pressure decorative laminates	Shall comply with the relevant requirements for laminates given in SANS 4586-1.
Metallic inclusions	Aluminium or other acceptably non-corrosive material
Inserts	One or more of the types given in figure 3, as agreed upon between the manufacturer and the purchaser.
Adhesives ^a	Adhesives shall withstand the appropriate exposure class of the final product and deemed to be acceptable in accordance with the latest SANS adhesive standard.
Overlays	The type, colour, pattern or texture and quality shall be as required.
Preservative-treated timber or board products ^a	When so required, timber shall be preservative treated, as appropriate, in accordance with SANS 10005, before or after assembly.
NOTE All the various species of pine are considered to be a single species.	
^a Care should be taken to ensure that the adhesives and preservatives used are compatible, and that the bonding quality is not compromised	

5.2 Adhesives used in the manufacture of plywood and composite boards shall comply to appropriate service class as specified in SANS 10183 (all parts) and shall when delivered be accompanied by a Certificate of Analysis (COA).

5.3 In the case of an adhesive resin the COA shall contain the following minimum information:

- a) provided it is a liquid, the viscosity (in cPs);
- b) provided it is a liquid, the specific gravity;
- c) gel time;
- d) pH;
- e) provided it is a liquid the solids content as percentage;

5.4 In the case of a hardener extender or filler the COA shall contain the following minimum information: Mixed viscosity of resin with powder.

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5.5 In the case of the resin, hardener and filler, none of the materials contained in them shall adversely affect the performance or bonding quality of the final product.

6 Constructional requirements and board properties

6.1 Construction

6.1.1 General

The number and class or type of laminae or plies shall be as required.

6.1.2 Balanced construction

Unless otherwise required, board shall be of balanced construction. Overlaid boards and decorative aminoplast-faced boards that are not intended to be bonded to other material, shall have a back overlay for balancing.

NOTE Coated boards are usually not balanced.

6.1.3 Joints

6.1.3.1 General

Each joint in a board shall be bonded with an adhesive of a quality at least equal to that of the adhesive used in the manufacture of the board. Each glue line shall be complete, and shall have a thickness not exceeding 1 mm. Each joint shall be of one of the appropriate types given in figure 4.

6.1.3.2 Joints in core veneers

Edge-joints and scarfed-end joints shall be allowed in core veneers, except when they telegraph to the detriment of the surface veneer grade.

6.1.3.3 Joints in outer veneers

Edge-joints shall only be allowed in outer veneers where so specified for the appropriate surface veneer grade given in tables 4 to 5 (inclusive). When required, scarfed-end joints may be made in surface veneers. Tapes may be used to hold the edges of splits or joints together for pressing, but tapes shall be removed from the surfaces of boards of grades S, A and B after the boards have been formed. No staples shall be allowed.

6.1.4 Preservation

When so required, boards shall have been treated in accordance with the relevant requirements of table 1 of SANS 10005:2020. Marine plywood shall have been treated to exposure class H6 marine and, when so required, batten board, block board and laminated cores shall have been treated before assembly.

6.2 Board properties

6.2.1 Veneer grade

6.2.1.1 The face veneer and the back veneer of a board shall comply with the appropriate requirements for the required grade as given in table 6 or 7, as applicable. (See also table 3 and the definition of "grade".) A board shall be deemed not to be of a specific grade if it fails to comply with any requirement for that grade. Timber imported onto South Africa shall comply with the protocol requirements in annex C.

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NOTE For example, for pine: If a grade B face has an open split 10 mm wide, it becomes a D grade. If an A grade has more than three inserts, it becomes a B grade.

When used as a face veneer, laminveneer shall have no open defect and, when acceptable, fillers may be used to obtain a smooth surface.

6.2.1.2 Laminveneers. Laminveneers shall be well cut and shall have glue lines of thickness not exceeding 1 mm. Adhesives used shall be acceptable. Laminveneers shall be of a grade suitable for use as a face, or as a core or a back.

6.2.1.3 Core veneers. Where repairs are done, all inserts shall have the same thickness as the veneer, a core veneer may have a rough surface (see figure 2). Marine plywood shall have no open defect in a core veneer.

6.2.2 Shorts in boards

Unless otherwise required, short plies and battens of 10 mm per end and 5 mm per side shall be allowed in a finished board. A timber core butt-joint shall have no opening of width exceeding 5 mm. Individual gaps between battens shall not exceed 5 mm, and shall not exceed 10 mm on aggregate per edge or end.

6.2.3 Finish

A board shall contain no fatty or oily stains (unless so treated) or delamination or blisters, and shall not be mechanically damaged. Unless a board is required to be veneered, laminveneer or overlaid, the edges of the board shall be fine sawn, and if chips have been broken out of the back lamina, their individual length shall not exceed 5 mm.

Saw burns and closed splits shall not be considered to be defects. Open knot-holes on the edges of cores shall be allowed for lower grade boards, as relevant. Veneered boards shall be sanded or unsanded, as required.

6.2.4 Dimensions of boards

The dimensions of a board shall be as required.

NOTE When dimensions of timber boards are being specified, the first figure refers to the measurement in the direction of the surface grain of the board, the second figure refers to the measurement across the grain, and the third figure refers to the thickness (see figure 1(k)).

6.2.5 Structural boards

6.2.5.1 General

6.2.5.1.1 A structural board shall be of the in-service class, type and grade required, as described in table 3.

6.2.5.1.2 SANS 10163 requires that all structural plywood shall comply with this standard.

NOTE 1 Typical applications for structural boards are for pallets, flooring, sheathing for timber frame buildings, shuttering or other applications requiring specific strength properties.

NOTE 2 See also table 10 and annex D.

NOTE 3 For scaffold board see SANS 1396.

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6.2.5.2 Strength classification

6.2.5.2.1 When tested in accordance with EN 310, the bending strength and bending modulus (modulus of elasticity) for plywood for structural and shuttering purposes shall be classified in accordance with table 4 and table 5 respectively.

Table 4 — Bending strength (F_m) classes for plywood

1	2
Class	5 th percentile value MPa
F 3	5
F 5	8
F 10	15
F 15	23
F 20	30

Table 5 — Bending modulus (E_m) classes for plywood

1	2
Class	5 th percentile value MPa
E 25	2 500
E 30	3 000
E 40	4 000
E 50	5 000
E 60	6 000
E 70	7 000
E 80	8 000
E 90	9 000
E 100	10 000
E 120	12 000
E 140	14 000

6.2.5.2.2 For a given plywood, the strength characteristics shall be given in the following sequence:

- bending strength in the length direction;
- bending strength in the width direction;
- bending modulus in the length direction; and
- bending modulus in the width direction.

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Table 6 — Requirements for surface veneer grades for rotary cut SA pine or hardwood plywood board

1	2	3	4	5
Characteristic	Grade A	Grade B	Grade C	Grade D (Utility grade)
Joints	Size $W^a \leq 3$ mm, 3 max., filled	Size $W^a \leq 3$ mm, 4 max., filled	Unlimited	Unlimited
Bluestain	None	1/4 surface area	Unlimited	Unlimited
Bleed-through	None	Unlimited	Unlimited	Unlimited
Tight knot	None	Size $d^c \leq 40$ mm, any quantity	Size $d^c \leq 65$ mm, any quantity	Unlimited
Resin streaks	None	Size $a^b \leq 25$ mm, any length, any quantity	Unlimited	Unlimited
Splits – Open or overlap (removed)	Size $W^{ab} \leq 0,5$ mm, any length, any amount, filled	Size $W^a \leq 5$ mm, Length ≤ 500 mm, 6 per face, filled	Size $W^a \leq 25$ mm, 1/2 panel length, any quantity	Unlimited
Patches	3 per face, 100 mm from the edge	Unlimited	Unlimited	Unlimited
Short face	As for splits	As for splits	As for splits	Unlimited
Short core	Max. 5 mm deep, 1/4 panel length or width for ply adjacent to the face	Max. 5 mm deep, 1/4 panel length or width for ply adjacent to the face	max. 5 mm deep, 1/4 panel length or width for ply adjacent to the face	Unlimited
	Max. 5 mm deep, 1/4 panel length and width for any inner core	Max. 5 mm deep, 1/2 panel length and width for any inner core	max. 5 mm deep, 1/2 panel length and width for any inner core	
Spreader splash	None	None	N/A	N/A
Sanding mark (Hollow)	None	Size $W^a \leq 25$ mm x Length 25 mm, maximum 10 per face, filled	Size W^a max 25 mm wide, any quantity measured along the grain	Unlimited
		Size $W^a \leq 5$ mm x 500 mm, maximum 6 per face, filled		
Sand through	None	Max. 15 mm wide around edges	N/A	Unlimited
		2 inboard areas of 15 mm x 100 mm		
Open defects/Wane	None	Size $W^a \leq 25$ mm x 25 mm, maximum 10 per face, filled	Size $W^a \leq 40$ mm	Unlimited
		Size $W^a \leq 5$ mm x Length 500 mm, maximum 6 per face, filled	Length ≤ 100 mm, any quantity	
			Size $W^a \leq 25$ mm x 1/2 panel length, any quantity	
Sanding skip	None	1/4 Surface area	N/A	Unlimited
Delamination	None	None	None	Unlimited
Blisters	None	None	None	Unlimited
Edge: Sawing	Fine sawn	Fine sawn	Fine sawn	Unlimited
Moisture content	See table 9	–	–	–

^a W = width.

^b measure in accordance with requirements of 9.22.

^c L = length.

Open defects, splits and sanding marks unless otherwise specified, any C+ veneer face shall be filled.

Table 7 — Surface veneer grades for sliced decorative plywood

1	2	3	4
Property	Grade requirements		
	S – Select grade	A – Furniture grade	D – Utility grade
a) Joints	Tight, matched for colour, feature and grain	Filled open joints allowed, reasonably matched or unmatched	Unlimited
b) Discoloration	None	Allowed	Allowed
c) Bleed-through	None	Allowed	Allowed
d) Knots	Allowed as feature	Tight knots allowed	Unlimited
e) Resin	None	Allowed	Allowed
f) Splits	None	Filled splits allowed	Splits of width 10 mm allowed
g) Patches, repairs	None, except small well-made repairs on ends, of length 40 mm	Neat, well-made repairs permitted	Unlimited
h) Insect damage	Filled with matching filler	Filled	Allowed
i) Telegraphing	No substrate defects that will telegraph	Allowed	Allowed
j) Sand-through	Max. 5 mm wide around edges	Max. 10 mm wide around edges and two areas of max. 600 mm ² each	Max. 20 mm wide around edges
NOTE 1 Bleed-through is determined in accordance with 9.2.			
NOTE 2 Sliced veneers are intended for use in decorative or high-quality face applications. A wide range of patterns and textures are available according to the timber species used.			

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6.2.6 Dimensional tolerances

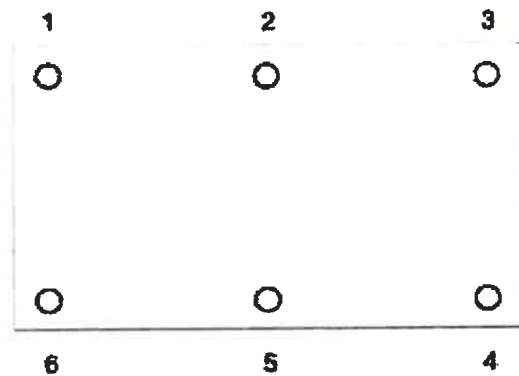
6.2.6.1 The tolerances on the dimensions of a board shall comply to the applicable values given in columns 2 (average thickness of the board measured, see figure 5), 3 and 4 of table 8, appropriate to the thickness given in column 1.

6.2.6.2 When the thickness of coated, veneered or overlaid boards is being specified, the added thickness due to these laminae should be taken into account.

6.2.6.3 In certain circumstances, boards are supplied with a certain amount of overmeasure on length and width. It shall be clearly specified if this is not required.

Table 8 — Board dimensional tolerances

1	2	3	4
Thickness of board, d mm	Tolerance		
	mm		
	Thickness	Length	Width
$3 < d \leq 6$	$\pm 0,5$	Specified	Specified
$6 < d \leq 19$	$\pm 1,0$	length ± 3	width ± 3
$19 < d \leq 30$	$\pm 1,5$		
$30 < d$	$\pm 2,0$		



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Figure 5 — Average thickness of the board

7 Physical and mechanical requirements

7.1 General

7.1.1 Boards

A board shall comply with the appropriate requirements given in column 2 of table 9.

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7.1.2 Internal bond

When a board is tested in accordance with 9.8, after treatment as in 9.9 for the relevant exposure class, the internal bond strength shall be as given in table 10. When evaluated in accordance with 9.10, the average wood failure percentage shall not be lower than 50 %.

Table 9 — Requirements for the internal bond strength of board

1	2	3
Property	Requirement	Test method (subclause)
Moisture content, g/kg, max.	170	9.3
Diagonal difference, mm, max.	5	9.4
Flatness ^a : Lift per metre of board length, mm, max., for the following board thicknesses, mm: a) Plywood grades S and A, and decorative ^b : ≤ 25 mm > 25 mm b) Plywood grades A, B and C: 3 mm < d ≤ 16 mm 16 mm < d ≤ 19 mm 19 mm < d ≤ 30 mm 30 mm < d	 5 3 30 15 10 5	9.5
Edge straightness (deviation from straight), mm/m, max.	1	9.6
Surface bond strength b, MPa, min.	0,65	9.7
^a The requirement for flatness is best met at the time of manufacture, and flatness may be significantly influenced by prevailing weather and local equilibrium moisture content.		
^b When decorative laminates are bonded to a substrate, for example, plywood, the minimum surface bond strength, when tested in accordance with SANS 6019, shall be 1,0 MPa.		

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Table 10 — Requirements for the internal bond strength of board

1	2	3	4	5	6	7	8
Type of board	Minimum average internal bond strength						
	MPa						
	Exposure class						
	Class S3 Exterior			Class S2 Semi-exterior			Class S1 Dry Interior
	Treatment						
	None	No. 1 ^a	No. 4 ^a	None	No. 1 ^a	No. 3 ^a	None
Plywood							
Commercial	0,65	0,50	0,50	0,65	0,50	0,50	0,65
Structural	0,65	0,50	0,50	0,65	0,50	0,50	—
Marine	0,65	0,50	0,50	—	—	—	—
^a Accelerated aging treatment in accordance with SANS 6032: Treatment No. 1: 24 h cold soak Treatment No. 3: 3 h boil Treatment No. 4: 6 h boil							

7.1.3 Knife test

NOTE In the case of plywood, the knife test given in 9.11 may be used as an alternative test to the internal bond strength test to determine bond quality.

When a board other than a board of in-service class S1 is tested in accordance with 9.11 after accelerated aging treatment as in 9.9, the bond quality for the applicable exposure class shall be as given in table 11.

Table 11 — Requirements for bond quality when the knife test is used

1	2	3	4	5
Exposure class	Treatment	Minimum individual bond quality rating	Minimum bond quality of a glue line	Minimum average bond quality of a board
Class S3	4 (6 h boil)	2	4	5
Class S2	3 (3 h boil)	2	4	5
Class S1	Dry test only	0	2	4

7.2 Specific requirements for decorative boards

7.2.1 Colour and pattern

The colour and pattern of a decorative board shall be as required (see SANS 4586-1).

7.2.2 Surface finish and appearance

When determined in accordance with 9.12, the surface finish and appearance of a decorative aminoplast-faced board shall comply with the relevant requirements given in SANS 4586-1.

7.2.3 Physical properties

In addition to complying with the relevant requirements given in 7.1.1, a decorative aminoplast-faced board shall, when determined in accordance with 9.13 to 9.21 (inclusive), comply with the requirements given in SANS 4586-1.

8 Packing and marking

8.1 Packing

Board shall be so packed as to withstand damage during normal storage, handling and transportation and, where applicable, shall be acceptably packed for protection against the elements.

8.2 Marking

Each stack shall be legibly and durably marked (near an edge on the back, or on an edge) with at least the following information:

- a) the manufacturer's name, trade name or trademark;
- b) the exposure class;
- c) the thickness of the board;
- d) the board grade, where applicable;
- e) the preservative treatment, where applicable;
- f) the type of laminate (structural or non-structural (in accordance with SANS 4586-2), as applicable); and
- g) identification allowing traceability to production batch on each panel (structural panels).

9 Inspection and methods of test

9.1 Inspection

Visually examine (in the case of a decorative aminoplast-faced board, in accordance with the relevant method given in SANS 4586-2) and, using the method given in ISO 9426, measure each unit in the sample for compliance with the relevant requirements of the standard for which tests to assess compliance are not given in 9.2 to 9.21 (inclusive).

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9.2 Visual determination of bleed-through area

Determine the area of adhesive bleed-through by measuring the length and width of the area to the nearest millimetre, and then calculate the area of a circle with a diameter equal to the average of the two values.

9.3 Moisture content of timber (oven-dry method)

Use the relevant method given in SANS 5984.

9.4 Diagonal difference (squareness of timber-based board products)

Use the relevant method given in SANS 5817.

9.5 Flatness (flatness of timber-based board products)

Use the relevant method given in SANS 5969.

9.6 Edge straightness (edge straightness of timber board products)

Use the relevant method given in SANS 5970.

9.7 Surface bond strength

Use the relevant method given in SANS 6019.

9.8 Transverse tensile (internal bond) strength

Use relevant method given in annex E.

9.9 Accelerated degradation of adhesive bonds in wood

Use the relevant method given in relevant SANS adhesive specifications.

9.10 Wood failure percentage in an adhesive joint

Use the relevant method given in annex D.

9.11 Knife test to determine bond quality of adhesive or glue lines

Use the relevant method given in annex D.

9.12 Surface finish and appearance

Use the relevant method given in SANS 4586-2.

9.13 Surface laminate thickness

Use the relevant method given in SANS 4586-2.

9.14 Resistance to scratching

Use the relevant method given in SANS 4586-2.

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9.15 Resistance to wear

Use the relevant method given in SANS 4586-2.

9.16 Resistance to high temperature

Use the relevant method given in SANS 4586-2.

9.17 Resistance to cigarette burns

Use the relevant method given in SANS 4586-2.

9.18 Resistance to light, wool scale

Use the relevant method given in SANS 4586-2.

9.19 Resistance to steam (water vapour)

Use the relevant method given in SANS 4586-2.

9.20 Resistance to cracking

Use the relevant method given in SANS 4586-2.

9.21 Resistance to staining

Use the relevant method given in SANS 4586-2.

9.22 Measuring an anatomical imperfection(knot)

Anatomical imperfections that appear on the surface of a board shall be measured as follows:

The size of the imperfection shall be measured, to the closest millimetres, across the face (perpendicular to the longitudinal axis) of the board.

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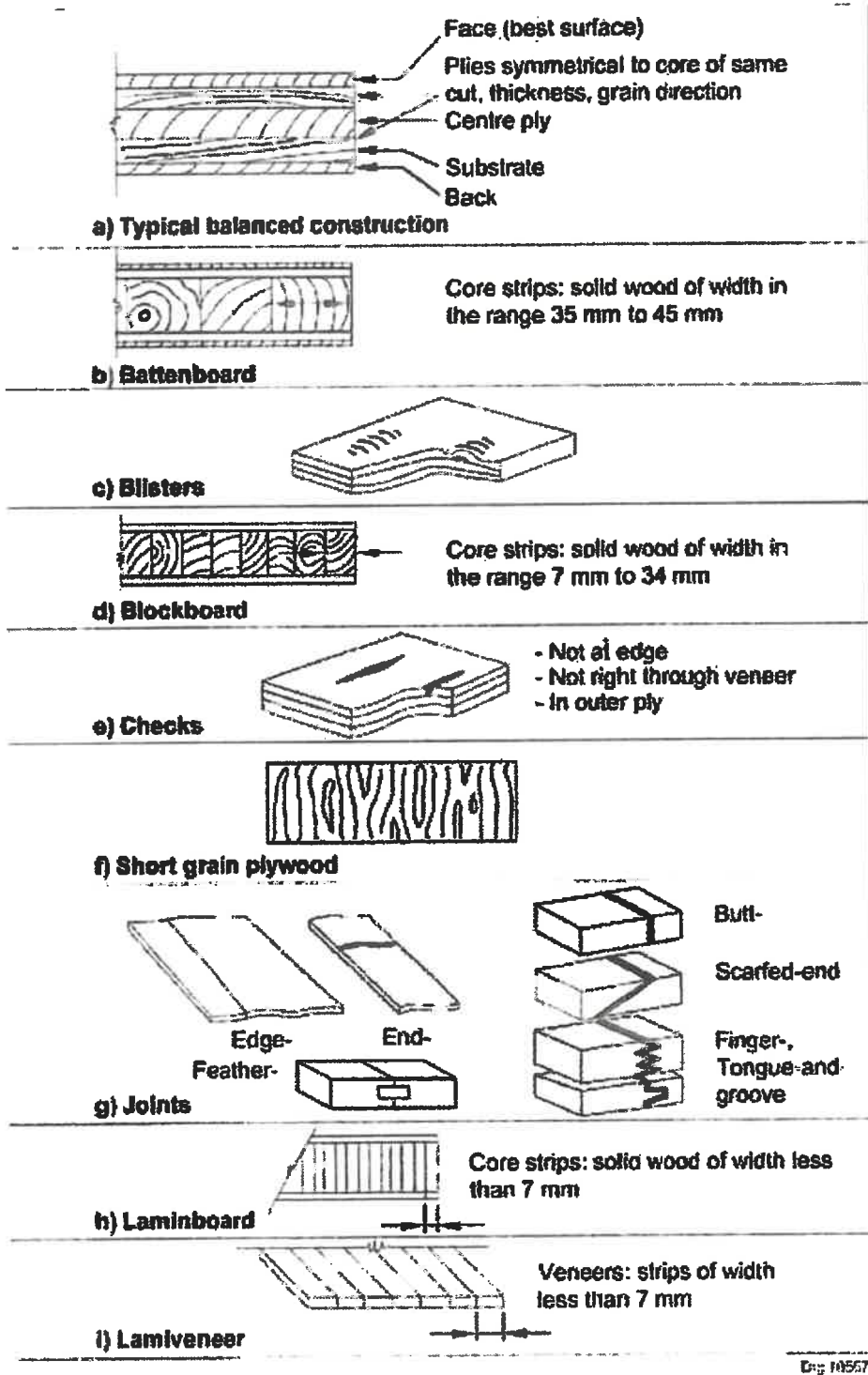


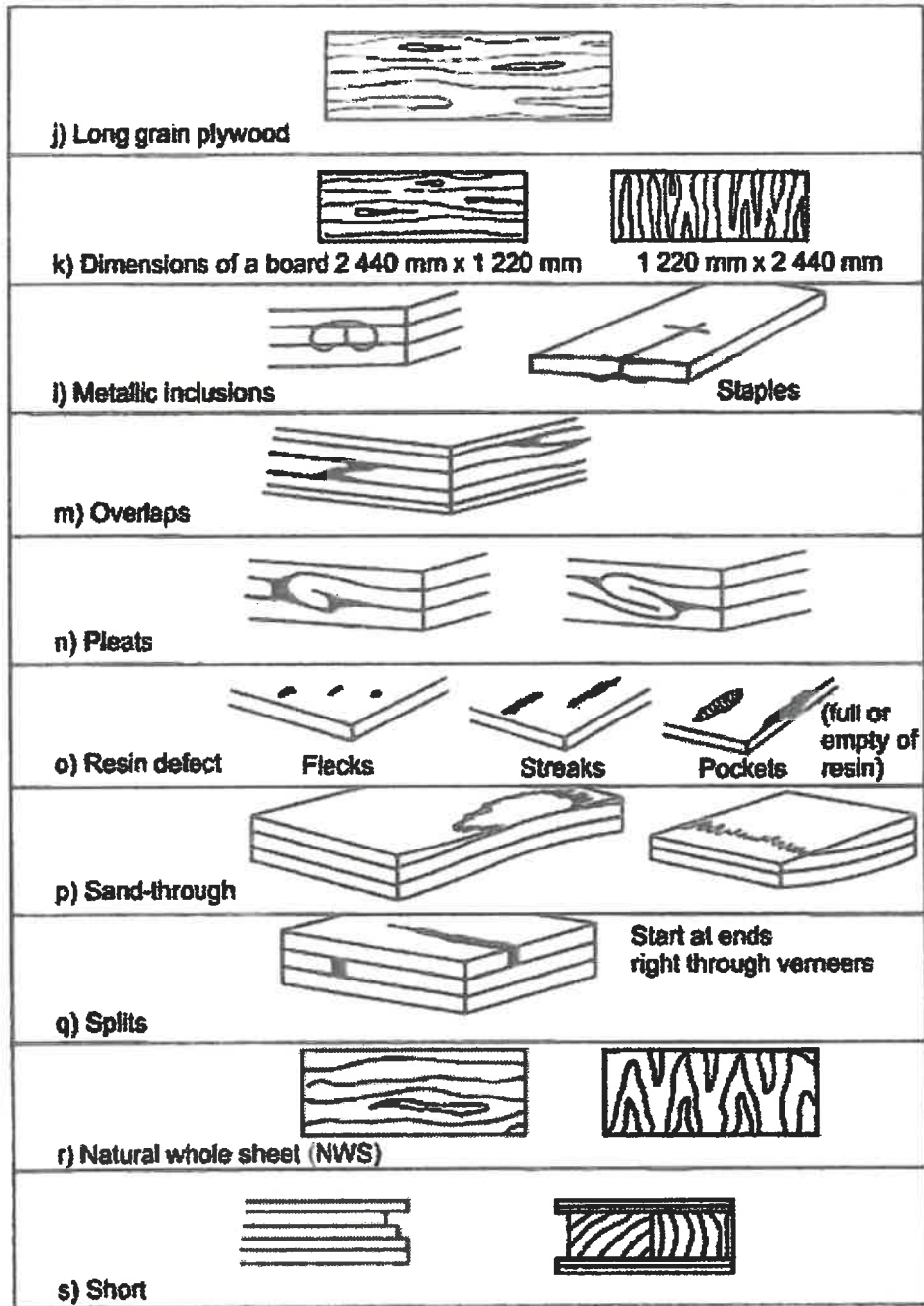
Figure 1 — Visual explanation of definitions

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Figure 1 — Visual explanation of definitions (concluded)



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Figure 1 — Visual explanation of definitions

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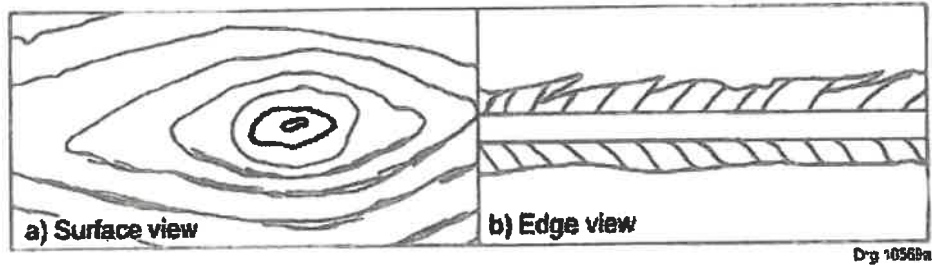


Figure 2 — Torn grain, rough surface

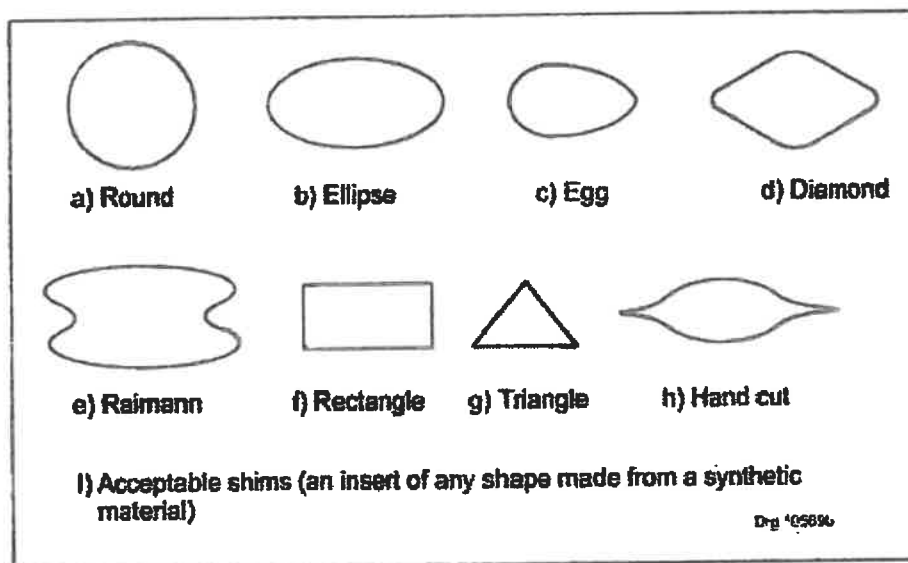


Figure 3 — Typical Inserts

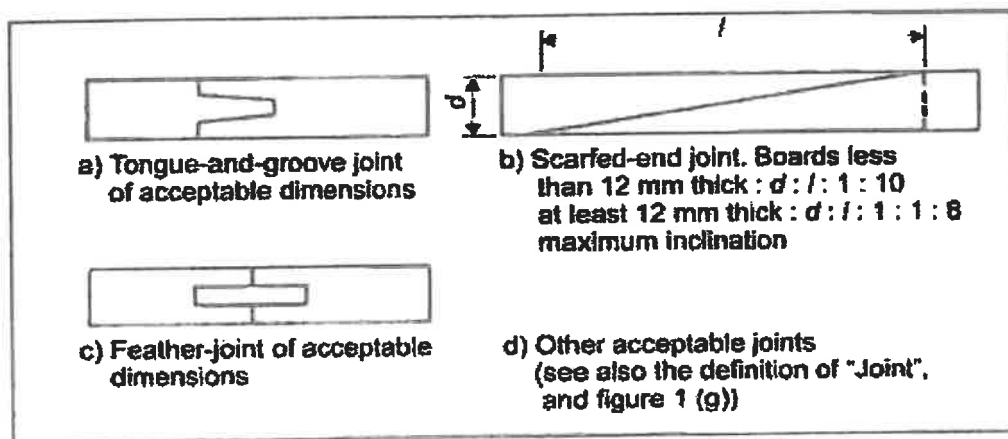


Figure 4 — Permissible board joints

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Annex A
(informative)

**Quality evaluation of board produced
to the requirements laid down in the standard**

A.1 Quality verification

A.1.1 When purchasers require quality verification on an ongoing basis of plywood and composite board produced to this standard, it is suggested that, rather than to the evaluation of the final product only, they also direct their attention to the quality management system applied by the manufacturer. In this connection it should be noted that SANS 9001 covers the provision of an integrated quality management system.

A.1.2 If no information about the implementation of quality control or testing during manufacture is available to help in assessing the quality of a lot, and a purchaser wishes to establish by inspection and testing of samples of the final product whether a lot (see 3.25) of the boards produced to this standard complies with its requirements, the sampling plan given in table A.1 and based on the stated acceptable quality levels (AQLs) can be applied. (If a different AQL is required, reference should be made to applicable statistical sampling tables.)

A.1.2 It shall be noted that

- a) such a sampling plan applies to fully manufactured boards only; and
- b) a lot that in terms of the plan is deemed to comply with the standard, could contain defective boards to an extent proportional to that permitted by the relevant acceptance numbers given in the sampling table B1.

A.2 Assessment of compliance with the standard

A.2.1 Sampling

Use the following sampling procedure to determine whether a lot complies with the requirements of the standard, and deem the samples so taken to represent the lot for the respective properties:

- a) **Sample for inspection.** From the lot draw at random the number of boards given in column 2 of table A.1, relative to the appropriate lot size given in column 1.
- b) **Sample for testing.** After inspection of the sample taken in accordance with (a) above, take from it at random the appropriate number of boards given in column 4 of table A.1.

A.2.2 Criteria of compliance

Deem the lot to comply with the relevant requirements of the standard if,

- a) on inspection of the sample taken in accordance with A.2.1(a), the number of defectives found does not exceed the relevant acceptance number given in column 3 of table A.1; and
- b) on testing of the sample taken in accordance with A.2.1(b), the number of defectives found does not exceed the relevant acceptance number given in column 5 of table A.1.

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Table A.1 — Sampling plan

1	2	3	4	5
Lot size boards	Sample for inspection		Sample for testing	
	Sample size boards	Acceptance No. (AQL = 4,0)	Sample size boards	Acceptance No. (AQL = 4,0)
26 to 90	13	1	3	0
91 to 150	20	2	3	0
151 to 280	32	3	13	1
281 to 500	50	5	13	1
501 to 1 200	80	7	13	1
1 201 to 3 200	125	10	20	2

NOTE 1 This plan is based on table 2-A of SANS 2859-1:2004 for general inspection level II.

NOTE 2 The sample quantity for testing is taken from the sample quantity for inspection.

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Annex B
(informative)

Notes on the storage and handling of board

B.1 Stacking of boards

Boards should be stacked flat on level surfaces and not on edge. All stacks, irrespective of size, should stand on at least three spacer chocks across their full width, one in the middle, and two approximately 150 mm from each end. Chocks of all consecutive stacks should be vertically above each other (see figure B.1). For sufficient forklift fork entry and load-bearing area, chocks of size 76 mm × 76 mm are ideal.

B.2 Ground contact

Boards should not be in contact with floors or earth at any time.

B.3 Strapping

Where strapping is done, adequate edge protectors should be used to prevent straps cutting into boards. It is common practice to use reject or packaging boards at the top and bottom of a stack, but this will not always provide protection from strapping.

B.4 Lifting

Stacks are best lifted by forklift or side loader, with forks at a distance equal to one-third of the width of the stack, the forks being of width at least 100 mm and of length equal to at least stack width. Sling lifting is best done using an adequate spreader frame, with slings spaced as for the forks of a forklift.

B.5 Mechanical damage

Mechanical damage during handling and transportation should be avoided.

B.6 Protection from the elements

It is necessary to protect the board before use or installation, for example, during transportation in rain, or at building sites. Failure to do so could lead to cracking, swelling, warping, discoloration or delamination.

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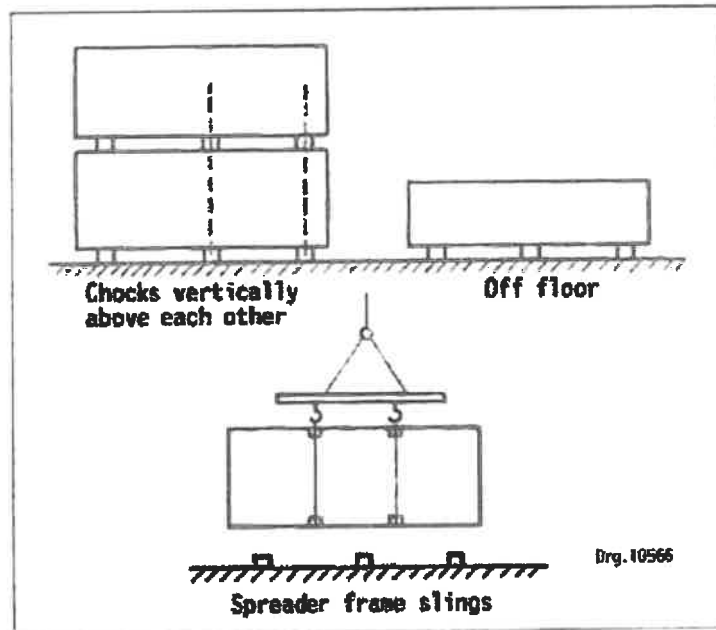


Figure B.1 — Stacking and lifting of plywood and composite board

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Annex C
(normative)

Protocol for imported structural plywood

C.1 General

This protocol provides for structural plywood that is to be visually and mechanically strength tested by a machine acceptable to an accredited certification body (see C.2.5). The intention is to extend this protocol to include visual grading.

C.2 Requirements

C.2.1 Exporting and importing companies shall comply with the requirements in C.2.2 to C.2.5 inclusive.

C.2.2 Plywood shall comply with the strength characteristics and stress grade requirements as required by the design criteria in SANS 10163-1 and SANS 10163-2 as well as the requirements for preservative treatment specified in the relevant South African national standards in addition to the physical requirements as required in tables 4, 5, 6, 9, 10 and 7.1.3.

C.2.3 Such structural plywood shall be of the nominal dimensions as set out in table 8.

C.2.4 Development testing shall be carried out to establish strength characteristics of the species or growth area combination.

C.2.5 The following information shall be provided to a relevant national body (see foreword) accredited in terms of SANS 17065:

- a) the country of origin;
- b) the cross-sectional dimension of the plywood to be imported;
- c) the intended stress properties, i.e. Fm and Em class in accordance with tables 4 and 5;
- d) any additional information required by an accredited certification body;
- e) service class of adhesive used and bond results achieved in accordance with annexes D, E and SANS 10183-2.

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Annex D
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Knife test to determine bond quality of adhesives or glue lines

D.1 Apparatus

D.1.1 Knife.

D.1.2 Firm workbench. A work bench of convenient height and a stopping block on the surface against which the test specimen can be placed.

D.2 Preparation of test specimens

D.2.1 For each sample board cut ten test specimens of approximately 50 mm × 50 mm.

D.2.2 Condition each test specimen (of exposure class given in table 11) in accordance with the applicable treatment number given in SANS 6032.

D.2.3 Immerse the test specimens for service classes 2 and 3 in tap water for 24 h as specified in SANS 10183-4-5.

D.2.4 Immerse the test samples for services class 2 in boiling water for 3 h and in boiling water 6 h for service class 3.

D.2.5 Test all specimens as soon as possible after conditioning and keep submerged in tap water until testing is undertaken.

D.3 Procedure for aggregates

D.3.1 Place test specimen flat on the workbench and ensure it remains secure while test is being carried out. Apply the knife (see figure D.1) cutting edge parallel to the grain of the face veneer between the face veneer and first cross layer (1st glue line) of the test piece. Push the edge horizontally through the glue line for the full length of the test piece, and finally prize off the veneer by pressing downward on the knife handle.

D.3.2 Examine each of the tested glue lines of the test specimen and by comparison with the visual linear scale given in plates 1 to 10, award the test specimen a rating for bond quality (alternatively use Nomogram plate method as in SANS 6033) and record results.

D.3.3 Turn the specimen 90 ° so that the specimen is again positioned with outer layer running parallel to the knife and repeat process as described D.3.1 to D.3.2 to remove the top layer.

D.3.4 Repeat for all glue lines by continually turning the test sample as described in D.3.1 to D.3.3 cutting and recording the bond quality per glue line and test piece.

D.3.5 Minimum wood failure requirements on dry and wet test pieces shall be 50 %.

D.3.6 Minimum strength requirements for shear sample test shall be > 0,6 MPa for dry samples and > 0,5 MPa for boil samples . Test shall be carried out in accordance with SANS 6016.

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D.4 Calculations

Calculate the average bond quality of the board by taking arithmetic mean of the average bond quality of the glue lines for each of the test specimens , rounded off to the nearest whole number.

NOTE For example If the results from 5 test specimens were 6, 8, 10, 5 and 8 the bond quality of the board would be 7,4 which is recorded as 7.

D.5 Report

D.5.1 Include the following minimum information in the test report:

- the name of the test laboratory, when relevant, and the date of test;
- reference to this standard or method;
- identification of the test specimens;
- the tabulated bond quality values (a typical format is shown in table D.1);
- discussion when relevant; and
- conclusion, when relevant.

D.5.2 The results may be tabulated as given in table D.1.

Table D.1 — Bond quality results

1	2	3	4	5	6	7	8
Glue line No.	Bond quality per sample					Totals	Average per glue line
	1	2	3	4	5		
1							
2							
3							
4							
5							
6							
Grand total						xxxxxxxx	xxxxxxxxxxxxxxxx
Average bond quality							xxxxxxxxxxxxxxxx

D.6 Rules to be observed in estimating wood failure percentage

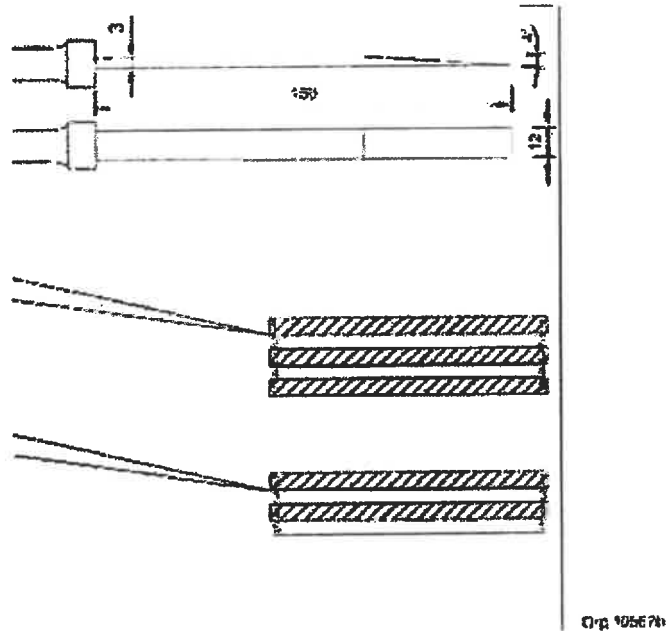
When estimating wood failure percentage (see figure D.1), observe the following rules:

- Evaluate on dry surfaces only i.e. dry wet test samples before evaluation.
- Consider both faces of a joint i.e. only those parts of the specimen that were glued together.
- Disregard joints (and area of a joint) where failure occurred as a result of resinous streaks, knots local slope of grain or similar defects.

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- d) Estimates the total area of wood failure first then estimate the complementary area of glue line failure as a control.
- e) Do not regard the presence of short woolly fibres attached to a glue surface as indicative of wood failure.



Chisel used shall have a tip with angle of minimum 5 ° and maximum 10 °. Chisel shaft length shall be at least 100 mm long, >12 mm wide and >5 mm thick.

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Plate 1 Bond quality 0% in visual linear scale



Plate 2 Bond quality 10% in visual linear scale



Plate 3 Bond quality 20% in visual linear scale



Plate 4 Bond quality 30% in visual linear scale



Plate 5 Bond quality 40% in visual linear scale



Plate 6 Bond quality 50% in visual linear scale



Plate 7 Bond quality 60% in visual linear scale



Plate 8 Bond quality 70% in visual linear scale



Plate 9 Bond quality 80% in visual linear scale



Plate 10 Bond quality 90% in visual linear scale



Plate 11 Bond quality 100% in visual linear scale

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Figure D.1 — Recommended chisel method

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Annex E
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Transverse tensile (internal bond) strength of wood-based panels

E.1 Scope

This method covers the determination of the transverse tensile strength (internal bond strength) of wood-based panels in the dry condition.

NOTE The method can also be used to test wood-based panels in the wet condition.

E.2 Apparatus

E.2.1 A tensile strength testing machine, of accuracy at least 1 % over the loading range used and suitable for use with the loading blocks.

E.2.2 Loading blocks. Square blocks with sides of length 50 mm ± 1 mm, made of a hardwood (of thickness at least 20 mm), stainless steel, aluminium alloy, or other suitable material, and that are fitted centrally with attachments for the application of tensile force.

E.3 Preparation of test specimens

E.3.1 Use test specimens of the appropriate size and quantity given in (and cut and marked) in accordance with SANS 6011 or SANS 6173, as relevant.

E.3.2 Glue each test specimen between two of the loading blocks in such a way that the glue lines are stronger than the material to be tested, and that no glue bridge is formed between the loading blocks and the specimen. Ensure that the curing temperature used does not exceed 30 °C, and that the pressure applied to the glue lines does not exceed 0,2 MPa.

NOTE The use of a thermoplastic adhesive with metal loading blocks is recommended provided that the loading blocks are pre-heated.

E.4 Procedure

Secure it in the grips of the testing machine so that tension will be applied axially to the specimen. Operate the machine at a uniform rate of crosshead travel such that failure is obtained within 30 s and 120 s of the start of loading. Tensile force is applied through the loading blocks until failure occurs. Record the maximum force registered before failure, and notes the type and position of failure. Record percentage of fibre failure obtained in accordance with D.6.

E.5 Calculations

E.5.1 Calculate, to the nearest 0,01 MPa, the transverse tensile strength as follows:

$$\text{MPa} = \frac{F}{L} - b$$

where

F is the maximum force registered before failure, in Newtons (N);

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L is the length of the specimen, in millimetres (mm);

b is the width of the specimen, in millimetres (mm).

E.5.2 Calculate the transverse tensile strength of a sample board as the arithmetic mean of the transverse tensile strengths of all the specimens of that board.

E.6 Test report

Include the following in the test report:

- a) the identification (see SANS 6011 or SANS 6173) of each sample board tested;
- b) the transverse tensile strength of each sample board tested;
- c) for each sample board, a description of the prevailing type and position of failure as well as percentage of fibre failure; and
- d) the name of the test laboratory.

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Edition 3

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SANS 2859-1:2004/ISO 2859-1:1989, *Sampling procedures for inspection by attributes – Part 1: Sampling schemes indexed by acceptance quality limit (AQL) for lot-by-lot inspection.*

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DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT: DCS 10/2024

**SUPPLY, DELIVERY AND OFF-LOADING OF
VENEERED MEDIUM DENSITY FIBRE (MDF) AND HIGH
DENSITY FIBRE (HDF) BOARDS SANS 929:2024
(EDITION 3) FOR A PERIOD OF THREE (3) YEARS**

16 SEP 2024



16 SEP 2024

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BD 4.1

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BD 4.1

INTRODUCTION

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

2. REGISTRATION ON CENTRAL SUPPLIERS DATABASE

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

3. CERTIFICATION OF DOCUMENTS BY A COMMISSIONER OF OATH

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

4. CONTRACT PERIOD

- 4.1 The contract shall be for the period of three (3) years from the date of signing the contract.

5. QUANTITIES

- 5.1 The quantities furnished in the bid is **estimated quantities** and no guarantee can be given regarding the actual quantities that will be ordered.

6. RESPONSE FIELDS

- 6.1 It is imperative that bidders submit responsive bid by completing all mandatory response fields and item questionnaires for the individual items (SBD 3.2). In this regard bidder's attention is drawn to the response field



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BD 4.1

- and price structure explanations and examples supplied in the bid document.
- 6.2 Bid documents should not be retyped or redrafted.
- 6.3 The following bid documents must be completed in ink, signed and submitted in an original format:

Document	Description
SBD 1	Invitation to bid
SBD 3.2	Non-firm Pricing Schedule
SBD 4	Bidder's disclosure
SBD 6.1	Claim Form in Terms of Preferential Procurement Regulations 2022

- 6.4 No alternative offers may be made for any item(s) on condition that the offer complies with the specification.
- 6.5 Bidders must check the numbers of the pages and satisfy themselves that none are missing or duplicated in line with the index provided. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7. EVALUATION CRITERIA

The evaluation process will be conducted in phases as follows:

Phase 1	Phase 2
Mandatory Requirements	Price and Specific goals
Compliance with mandatory requirements	Bids evaluated in terms of Preferential Procurement Regulations, 2022 and Internal DCS Procurement Policy

7.1 Phase 1: Mandatory Requirements

7.1.1 REGISTRATION ON CENTRAL SUPPLIERS DATABASE

- 7.1.1.1 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 quotation to any supplier who is not registered on the Central Suppliers Database. Bidders must log on www.csd.gov.za for self registration.

- 7.1.1.2 The bid will be awarded to the bidder who is tax compliant.

7.1.2 Certificate: Confirmation of supply arrangements between the bidder and his/her supplier (BD 27).

- 7.1.2.1 Any bidder who does not normally keep stock of the item and is sourcing the goods and services from a third party (manufacturer/producer or dealer/



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BD 4.1

distributor who normally keeps stock) for the purpose of delivering the item to the Department, must ensure that the attached BD 27 is completed by his/her supplier after they have familiarised themselves with the item(s) / description(s) / specifications and conditions of the **bid** for all relevant goods and services required from this **bids**. **Failure to submit a signed (BD 27) signed by the bidder and his/her supplier will disqualify the bid.**

- 7.1.2.2 Third parties must especially acquaint themselves with the conditions applicable to price increases.
- 7.1.2.3 A signed letter issued on the official letterhead of the third party addressing the information below is acceptable.
- 7.1.2.4 The date of letter must not be older than the date of the advertisement of this bid and must clearly indicate the information of this **bids**.
- 7.1.2.5 The bidder must ensure that the supply arrangements for the required goods and services have been mutually agreed upon with his/her supplier. No agreement between the bidder and his/her supplier will be binding on the Department.
- 7.1.2.6 **The Department reserves the right to verify any information supplied by the bidder and should the information be found to be false or incorrect, it will disqualify your bid.**
- 7.1.2.7 If a contract has been concluded on the basis of sourcing the product(s) from a manufacturer/dealer, distributor and the bidder for some or the other reason change the manufacturer/dealer, the Department should immediately be notified and a new BD 27-form (confirmation of supply arrangements between the bidder and his/her supplier) should be submitted.
- 7.1.2.8 **The Department will only accept an original or certified copy stamped and signed by the commissioner of oath. Completed and signed BD 27 must be attached with the standard bid documents.**
- 7.1.3 **Bidding for all sub items:**
 - 7.1.3.1 **Bidders must bid for all sub-items per item. Failure to bid for all sub items will disqualify the bid.**
- 7.1.4 **Specifications**
 - 7.1.4.1 Specification of medium density fibre and high density fibre veneered boards SANS 929:2024 (Edition 3) is applicable for items in this bid.



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7.1.5 References

7.1.5.1 Bidder must provide atleast one (1) contactable reference letter from previous client where medium density fibre and high density fibre veneered boards and /or wood was delivered in the last thirty six (36) months.

7.1.5.2 Reference letter from the clients must be on the letterhead of the client, signed and dated. The DCS reserves the right to verify information with third party with regards to information claimed in the reference letter.

7.1.6 **Failure to comply with all requirements on Mandatory requirements will disqualify the bid.**

7.2 Phase 2: Price and Specific goals

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

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

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

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

7.2.3 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



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

7.2.4.1 Women: Signed affidavit (signed off by SAPS) confirming 51% or more women ownership or BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

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

7.2.4.3 Black: Signed affidavit (signed off by SAPS) confirming 51% or more black ownership or BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

7.2.4.4 Youth: Affidavit (signed off by SAPS) confirming 51% or more youth ownership or BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

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

7.2.5 The date of certification should not be older than six (6) months as at close of the bid.

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

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

7.3 AWARDING OF BID

7.3.1 Only bid prices which are market related will be considered.

7.3.2 The bid will be awarded to the bidder who scored the highest total number of points in price and specific goals, unless objective criteria in terms of section 2(1)(f) of the Act justify the award of the bid to another bidder.

7.3.3 In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for specific goals.

7.3.4 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

7.3.5 The DCS reserves the right to appoint more than one service provider per item.



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8. **VALUE ADDED TAX**

- 8.1 All prices are inclusive of 15% Value Added Tax (VAT), except in the case of a person that is not required to register for Value Added Tax.

9. **BIDDER'S DISCLOSURE (SBD 4)**

- 9.1 It is important that bidders acquaint themselves with the content of the Bidder's disclosure (SBD 4).

- 9.2 A bidder or his/her authorised representative is required to declare his/her position in relation to the evaluating/adjudicating authority and/or **take an oath declaring his/her interest, where -**

- a) The bidder is employed by the state; and/or
- b) The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

- 9.3 The Bidder's disclosure (SBD 4) must be completed in full.

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

10. **PARTICIPATION OF GOVERNMENT OFFICIALS IN THE BIDDING PROCESS**

- 10.1 In accordance with Sections 118 and 121 of the Correctional Services Act, 1998 (Act 111 of 1998), no member of the Department of Correctional Services may participate in the bidding process of the Department.

- 10.2 **The Public Administration Act, 2014 (Act no. 11 of 2014), chapter 3, section 8(2)(a) specifies that an employee of the State may not conduct business with the State.**

- 10.3 Bidders having a kinship with persons employed by the state, including a blood relationship, must declare their interest on the SBD 4 (Bidders disclosure).



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11. FRONTING

11.1 The Department of Correctional Services supports the spirit of Broad Based Black Economic Empowerment and recognizes that real development can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in:

- a) An honest, fair, equitable, transparent and legally compliant manner. Against this background the Department of Correctional Services condemn any form of fronting.
- b) The Department of Correctional Services, in ensuring that bidders conduct themselves in an honest manner will as part of the bid evaluation processes, conduct or initiate the necessary enquiries, investigations to determine the accuracy of the representations made in the bid documents.

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

12. PRICE AND PRICE QUALIFICATION

12.1 Prices submitted for this bid are firm for the first year.

12.2 Prices shall be quoted in South African currency.

12.3 The bid prices shall be given in the units **shown on the pricing schedule**.

12.4 Prices must be inclusive of delivery cost and all applicable taxes.

13. CONTRACT PRICE ADJUSTMENTS

13.1 Bidders will not be allowed to review the price before signing of the contract.

13.2 Formula

13.1.1 **Prices submitted for this bid will be regarded as firm for the first twelve months and non-firm as from month thirteen (13) and also**



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subject to price adjustment(s) in terms of the following formula, defined areas of cost and defined periods of time.

- 13.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.
- 13.1.3 The following price adjustment formula will be applicable for calculating **contract price adjustments (CPA)**.

$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + + Dn \frac{Rnt}{Rno} \right) + VPt$		
Pa	=	The new adjusted price to be calculated.
V	=	Fixed portion of the bid price (15% or 0.15).
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price.
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85).
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%).
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment.

13.2 Formula component definitions

13.2.1 Adjustable amount

The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

13.2.2 Fixed portion

The fixed portion represents those costs which will not change over the adjustment period and **DOES NOT** represent the profit margin. In this bid the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract period



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13.2.3 Cost components and proportions

The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs which are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid the following cost components will be used to calculate contract price adjustments.

Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

Cost Component <i>(Specific to your commodity – well researched with the industry)</i> <i>Provision should be made in the item questionnaires for this breakdown</i>	% Contribution
D1 - Local Raw Material	
D2 – Labour	
D3 – Transport	
D4 – Other	
TOTAL (Cost components must add up to 100%)	100 %

13.2.4 Applicable indices / references

The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid the following indices or reference will be applicable:

Cost component	Index Publication	Index Reference
D1 - Local Raw Material/ sawmill and woods Only local manufactured.	STATS SA P0142.1 (PPI)	Reference to specific Index and table. E.g. Table 2 PPI for Sawmill and woods.
D2 - Labour	STATS SA P0141 (CPI), OR Labour agreement ¹	Table E - All Items OR Labour agreement to be provided
D3 – Transport	STATS SA P0141 (CPI) Table E	Table E - Transport – Other Running Cost
D4 – Other	Specify	Documentary evidence to accompany Bid document at time of bidding and with claims



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13.2.5 Base Index Date

The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid the base index date will be the month of the signing of the contract.

13.2.6 End Index Date

The end index dates are the dates at predetermined points in time during the contract period. In this bid the end indices are defined in the next paragraph (Price Adjustment Periods).

13.2.7 Price Adjustment Periods

Prices submitted for this bid are firm for the first year and prices can be reviewed from month thirteen (13) as per table below.

Adjustment to contract prices may be applied for at the following dates:

Adjustment (Contract manager to decide on frequency)	CPA application to reach the office at the following dates	End Index Date	Dates from which adjusted prices will become effective	Dates until which adjusted prices will be effective
1st Adjustment	12 months from date of signing the contract	12 months from date of signing the contract	On month thirteen (13) from date of signing the contract	Until month 18 from date of signing the contract
2nd Adjustment	18 months from date of signing the contract	18 months from date of signing the contract	On month nineteen (19) from date of signing the contract	Until month 24 from date of signing the contract
3rd Adjustment	24 months from date of signing the contract	24 months from date of signing the contract	On month twenty five (25) from date of signing the contract	Until month 30 from date of signing the contract
4th Adjustment	30 months from date of signing the contract	30 months from date of signing the contract	On month thirty one (31) from date of signing the contract	Until month 36 from date of signing the contract



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14. SUBMISSION OF BIDS

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

15. LATE BID

- 15.1 Bid received after the closing date and time, at the address indicated in the price bid documents, will not be accepted.

16. COMMUNICATION

- 16.1 Communication must be in writing/email and addressed to the Directorate Procurement Administration. Email: jacob.sibanyoni@dcs.gov.za and aubrey.bereng@dcs.gov.za
- 16.2 The Department may request clarification regarding information provided by bidders. Bidders are to supply the required information within the specified period. Failing to do so will disqualify your bid.

17. COUNTER CONDITIONS

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

18. DUE DILIGENCE

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

19. NEGOTIATIONS

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



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20. ORDERS/DELIVERIES/DELIVERY BASIS

- 20.1 Before delivery of any product on this contract is conducted, the contractor must be in possession of an official order issued by an authorized official of the Department.
- 20.2 Firm delivery period for the duration of the contract period as indicated in the **SBD 3.2** must be adhered to.
- 20.3 **Veneered Boards must be delivered and off loaded by the contractor in the transit area of the delivery point.**
- 20.4 Delivery will be accepted on weekdays **between 8:00am and 14:00pm.**
- 20.5 All deliveries and dispatches must be accompanied by a delivery note stating the official order number against which the delivery is affected.
- 20.6 Deliveries not complying with the order/specifications will be returned to the contractor at the contractor's expense.
- 20.7 The Department of Correctional Services may postpone or delay deliveries if it finds itself in any such position, as a result of circumstances beyond its control, which will make it impossible to comply with the specified delivery dates.

21. CONTRACT MANAGEMENT

- 21.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the prior written approval from the Department.
- 21.2 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.
- 21.3 **Should the bidder change the supplier (as per submitted BD 27) during the duration of the contract, the bidder must notify Directorate Contract Management in writing and further submit a signed BD 27 between bidder and the new supplier. (DCS reserve the right to inspect the products in this bid on the premises of the supplier of the bidder)**

22. PENALTIES

- 22.1 The Department will impose a penalty as a result of unsatisfactory performance (e.g. poor quality, late delivery, non-delivery, etc.)



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22.2 The following formula will be utilized for this purpose :

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

V = Value of delayed goods or services
N = Number of days of delay

22.3 A penalty will be limited to 30% of the value of delayed goods or services. In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of Contract (GCC), which reads "Upon delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier."

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

23. PAYMENTS

23.1 Payments will only be effected by the Department in the following cases:

23.1.1 The successful completion of a deliverable/ service in line with the specification/ terms of reference.

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

23.1.3 The invoices must be accompanied by proof of delivery (delivery note).

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

24. SETTLEMENT OF DISPUTES

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

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 institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

SBD4

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 PREFERENCE POINT SYSTEM

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is

adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
-------	----	-------

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	7		
Youth	3	6		
Black	2	5		
People living with disabilities	2	2		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.



- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.



1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the



- purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract



requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.
Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

- 11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
- 12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 13. Incidental services** 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and



materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

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



18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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



21. Delays in the supplier's performance

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

22. Penalties

- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may



terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding ten (10) years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer/Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information :

- (a) the name and address of the supplier and/or person restricted by the purchaser;
- (b) the date of commencement of the restriction;
- (c) the period of restriction; and
- (d) the reasons for the restriction.

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



with the public sector.

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

**24. Anti-dumping
and countervailing
duties and rights**

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

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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



27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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



posting shall be deemed to be proper service of such notice

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

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

35. Prohibition of Restrictive Practices

34.1 In terms of Section 4(1)b(iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) was/were in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.