



correctional services

Department:
Correctional Services
REPUBLIC OF SOUTH AFRICA

Private Bag X136, Pretoria, 0001 or 124 Church Street, Poyntons Building West Block, Pretoria, 0001
Tel (012) 305 8720, Fax (012) 323 5621, Ramogotsi.ramorola@dcs.gov.za

Ref : DCS 09/2024
Enq : R.M Ramorola

The Manager

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

Dear Sir/Madam

DCS 09:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 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 **30 September 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 bids reach the address indicated on the SBD 1 before the closing date and time. **No late bids will be accepted.**
- Bidders need to acquaint themselves with the contents of the attached General and Special Conditions of Contract.
- It is the responsibility of bidders to ensure that they are registered on the National Treasury Central Supplier Database (CSD).

**DCS 09:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY,
DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS
1099:2008 FOR A PERIOD OF THREE (3) YEARS.**

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: 2024/09/05

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DCS 09:2024 APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS

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PART A INVITATION TO BID

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

| | | | | | |
|-------------|--|---------------|--------------------------|---------------|----------------|
| BID NUMBER: | DCS 09/2024 | CLOSING DATE: | 30 September 2024 | CLOSING TIME: | 11:00am |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS. | | | | |

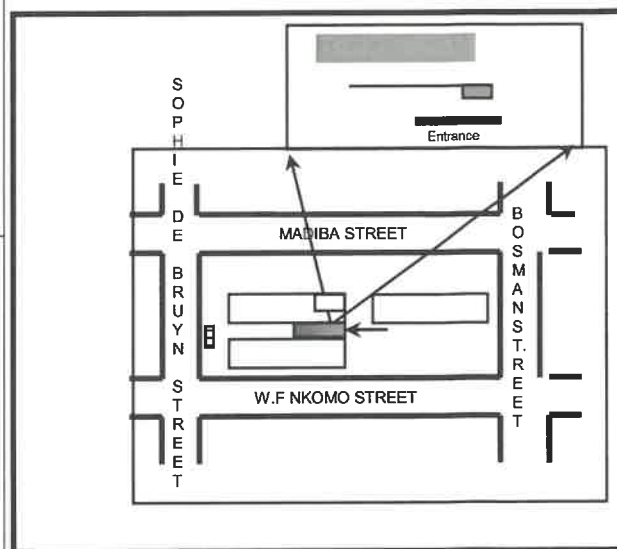
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

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 8041 |
| 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] | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] | |
| | <input type="checkbox"/> Yes <input type="checkbox"/> No | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |

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

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



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

BID NUMBER: DCS 09/2024

**APPOINTMENT OF A SERVICE PROVIDER (S) FOR SUPPLY, DELIVERY AND OFF-
LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF
THREE (3) YEARS.**

NAME OF BIDDER: _____

CLOSING DATE: 30 September 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 09/2024

Closing Time 11:00 on 30 September 2024

OFFER TO BE VALID FOR 120DAYS FROM THE CLOSING DATE OF BID.**ITEM 1: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: THOHOYANDOU MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.**

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES | TOTAL BID PRICE IN RSA CURRENCY APPLICABLE INCLUDED) |
|----------|----------------|---|---|-------------------|--|
| 1.1 | 30 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 1.2 | 30 cubic meter | Thickness: 38mm Width: 250mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 1.3 | 30 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 1.4 | 75 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 1.5 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: | R...../m3 | | R...../m3 |



| | | | | |
|-------------|----------------|---|-----------|-----------|
| | | 1200mm and longer | | |
| 1.6 | 15 cubic meter | Thickness: 28mm Width: 250mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 1.7 | 45 cubic meter | Thickness: 38mm Width: 220mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 1.8 | 45 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 1.9 | 30 cubic meter | Thickness: 38mm Width: 250mm Minimum: 2100mm and longer | R...../m3 | R...../m3 |
| 1.10 | 30 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 1.11 | 30 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 1.12 | 30 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |

"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.

At :

THOHOYANDOU MANAGEMENT

AREA

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 (only firm delivery period will be considered)

.....

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.

***Mark the relevant block with an X**

**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 09/2024

Closing Time 11:00 on 30 September 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**ITEM 2: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: DRACKENSTEIN MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.**

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES | TOTAL BID PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES |
|----------|----------------|---|---|-------------------|--|-------------------|
| 2.1 | 12 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 | |
| 2.2 | 12 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1800mm and longer | R...../m3 | | R...../m3 | |
| 2.3 | 12 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1800mm and longer | R...../m3 | | R...../m3 | |
| 2.4 | 12 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1800mm and longer | R...../m3 | | R...../m3 | |
| 2.5 | 12 cubic meter | Thickness: 25mm Width: 152mm Minimum: | R...../m3 | | R...../m3 | |



| | | | |
|-------------|-------------------|-----------|--|
| | 2100mm and longer | | |
| Total price | R...../m3 | R...../m3 | |

"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.

At :

DRAKENSTEIN MANAGEMENT

AREA

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 (only firm delivery period will be considered)

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.

***Mark the relevant block with an X**

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 09/2024 |
| Closing Time 11:00 on 30 September 2024 | |

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

ITEM 3: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: ST ALBANS MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY (ALL TAXES INCLUDED) | TOTAL BID PRICE IN RSA CURRENCY (ALL TAXES INCLUDED) |
|-------------|-----------------|---|---|--|
| 3.1 | 450 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 3.2 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |

“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.



At :

ST ALBANS MANAGEMENT

AREA

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 (only firm delivery period will be considered)

.....

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.

***Mark the relevant block with an X**

**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 09/2024

Closing Time 11:00 on 30 September 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**ITEM 4: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: POLLSMOOR MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.**

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | TOTAL BID PRICE IN RSA CURRENCY APPLICABLE INCLUDED) |
|----------|----------------|---|---|--|
| 4.1 | 15 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 4.2 | 15 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 4.3 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 4.4 | 15 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 4.5 | 15 cubic meter | Thickness: 25mm Width: 127mm Minimum: | R...../m3 | R...../m3 |



| | | | | |
|-------------|----------------|--|-----------|-----------|
| | | 1800mm and longer | | |
| 4.6 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |

"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.

At :

POLLSMOOR MANAGEMENT

AREA

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 (only firm delivery period will be considered)

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.

***Mark the relevant block with an X**

**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 09/2024

Closing Time 11:00 on 30 September 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.**ITEM 5: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: KGOŠI MAMPURU MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.**

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) | TOTAL BID PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) |
|-------------|---------------|---|--|---|
| 5.1 | 6 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 5.2 | 6 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 5.3 | 6 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 5.4 | 6 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |



"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.

At :

KGOŠI MAMPURU MANAGEMENT

AREA

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 (only firm delivery period will be considered)

.....

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.

***Mark the relevant block with an X**

**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 09/2024
Closing Time 11:00 on 25 September 2024

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

ITEM 6: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: ZONDERWATER MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) | TOTAL BID PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) |
|-------------|----------------|---|--|---|
| 6.1 | 30 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 6.2 | 21 cubic meter | Thickness: 25mm Width: 152mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 6.3 | 35 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 6.4 | 45 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |

**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 09/2024

Closing Time 11:00 on 30 September 2024

OFFER TO BE VALID FOR 120DAYS FROM THE CLOSING DATE OF BID.**ITEM 6: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: ZONDERWATER MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.**

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES | TOTAL BID PRICE IN RSA CURRENCY APPLICABLE INCLUDED) |
|-------------|----------------|---|---|-------------------|--|
| 6.1 | 30 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 6.2 | 21 cubic meter | Thickness: 25mm Width: 152mm Minimum: 1200mm and longer | R...../m3 | | R...../m3 |
| 6.3 | 35 cubic meter | Thickness: 25mm Width: 127mm Minimum: 1800mm and longer | R...../m3 | | R...../m3 |
| 6.4 | 45 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | | R...../m3 |
| Total price | | | R...../m3 | | R...../m3 |



"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.

At :

ZONDERWATER

MANAGEMENT AREA

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 (only firm delivery period will be considered)

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.

***Mark the relevant block with an X**



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 09/2024

Closing Time 11:00 on 30 September 2024

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

ITEM 7: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: PIETERMARITZBURG MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES | TOTAL BID PRICE IN RSA CURRENCY APPLICABLE INCLUDED) | IN RSA (ALL TAXES |
|-------------|----------------|---|---|-------------------|--|-------------------|
| 7.1 | 15 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1800mm and longer | R...../m3 | | R...../m3 | |
| 7.2 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | | R...../m3 | |
| Total price | | | R...../m3 | | R...../m3 | |

“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.



At :

PIETERMARITZBURG

MANAGEMENT AREA

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 (only firm delivery period will be considered)

.....

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.

***Mark the relevant block with an X**

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 09/2024 |
| Closing Time 11:00 on 30 September 2024 | |

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

ITEM 8: SUPPLY, DELIVERY AND OFF-LOADING OF ROUGH SAWN SALIGNA TIMBER SANS 1099:2008 FOR A PERIOD OF THREE (3) YEARS: LEEUWKOP MANAGEMENT AREA: DEPARTMENT OF CORRECTIONAL SERVICES.

| ITEM NO. | QUANTITY | DIMENSIONS | UNIT PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) | TOTAL BID PRICE IN RSA CURRENCY (ALL TAXES APPLICABLE INCLUDED) |
|-------------|----------------|---|--|---|
| 8.1 | 10 cubic meter | Thickness: 25mm Width: 102mm Minimum: 1200mm and longer | R...../m3 | R...../m3 |
| 8.2 | 12 cubic meter | Thickness: 38mm Width: 200mm Minimum: 1800mm and longer | R...../m3 | R...../m3 |
| 8.3 | 15 cubic meter | Thickness: 25mm Width: 152mm Minimum: 2100mm and longer | R...../m3 | R...../m3 |
| Total price | | | R...../m3 | R...../m3 |

“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.



At :

LEEUEWKOP MANAGEMENT

AREA

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 (only firm delivery period will be considered)

.....

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.

***Mark the relevant block with an X**



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION (SEE PAR 13 OF SPECIAL CONDITIONS)

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:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

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 e.g. 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:
 - D2: 141 LABOUR INDEX P0142.1 TABLE E ALL ITEMS DATED INDEX FIGURE (MONTH OF CLOSING BID)
 - D3: 141 TRANSPORT INDEX P0142.1 TABLE E TRANSPORT DATED INDEX FIGURE (MONTH OF CLOSING BID)
 - D4: Specify

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 (To be provided by bidder) | INDEX PPI/CPI etc. | TABLE NUMBER | INDEX FIGURE | BASE DATE |
|---|---|------------------------------|--|--|-------------------------|
| D1, Local Raw Material / sawmill and woods | % | STATS SA P0142.1 (PPI) | Table 2-PPI for Sawmil and woods | Index figure as per Month of closing bid | Month of closing bid |
| D2, Labour | % | STATS SA P0141 (PPI) | Table E- All Items | Index figure as per Month of closing bid | Month of closing bid |



SBD 3.2

| | | | | | |
|---------------|------|-------------------------|--|--|-------------------------|
| D3, Transport | % | STATS SA P0141 (CPI) | Table E Transport other running Costs | Index figure as per Month of closing bid | Month of closing bid |
| D4, Other | % | Specify | | Index figure as per Month of closing bid | Month of closing bid |
| | 100% | | | | |

Omission to provide the information may invalidate your bid. No other means of price adjustment will be considered.

5. Number of times per annum adjustments will be claimed: **As per Special Conditions Par: 13.**

DCS 9

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SANS 1099:2008

Edition 1.5

Any reference to SABS 1099 is deemed
to be a reference to this standard
(Government Notice No. 1373 of 8 November 2002)

SOUTH AFRICAN NATIONAL STANDARD

Hardwood furniture timber

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Table of changes

| Change No. | Date | Scope |
|------------|------|--|
| Amdt 1 | 1979 | Amended to change the requirements for permissible bow. |
| Amdt 2 | 1980 | Amended to change the requirement for the minimum density of hardwood furniture timber. |
| Amdt 3 | 1982 | Amended to change the requirements for permissible knots and to update the definition of "acceptable". |
| Amdt 4 | 1984 | Amended to change the requirements for preservative treatment. |
| Amdt 5 | 2008 | Amended to change the designation of SABS standards to SANS standards, to update the definition of "acceptable", to delete a footnote in the table on permissible defects (table 1), to change a requirement for preservative treatment, and to update referenced standards. |

Foreword

This South African standard was approved by National Committee SABS SC 1008B, *Sawn timber and semi-manufactured timber products – Non-structural timber*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This document was published in September 2008. This document supersedes SABS 1099:1976 (first edition, reprint 1990).

A vertical line in the margin shows where the text has been technically modified by amendment No. 5.

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P. M. Tan P

Preface

This specification supplies information concerning the grades of the wood of both indigenous and exotic trees suitable for the manufacture of furniture. The main purpose in grading wood is to establish and maintain acceptable standards of evaluation irrespective of the source of the wood, so that a given grade will set a standard that can be used as a basis on which to contract.

The determination of the grade rests largely on visual examination, by which means an experienced grader can normally achieve sufficiently accurate results. In doubtful cases, however, careful verification by physical measuring and weighing may be necessary. The grading of timber, depending as it does on empirical assessment made at production tempo, is not looked upon as an exact science. Experience in South Africa has shown that a variation of about 5 % between the grading of two graders is reasonable, and this should be accepted as the degree of variation in timber grading.

Hardness and strength are both related to density, and where these properties are important, timber of density exceeding 600 kg/m^3 ($0,600 \text{ g/cm}^3$) at a 12 % (m/m) moisture content should be used. Where hardness and strength are not essential (as in inside and decorative work), wood of a density as low as 450 kg/m^3 may be used to advantage.

The grades set out in this specification are based on dry wood, i.e. wood of which the moisture content does not exceed 12 % in dry regions and 15 % in high-moisture regions. Before rough-sawn timber is converted into furniture, the manufacturer should ensure that the wood has been seasoned to a moisture content that will be in equilibrium with the surroundings in which the manufactured article is to be used.


It will be in the interests of a furniture manufacturer to acquire the necessary instruments to measure moisture content. To prevent warping of furniture after manufacture, care should be taken during the seasoning process to prevent the development of seasoning stresses and a high moisture gradient in the seasoned timber.

The sapwood of most hardwood timbers is subject to attack by the larvae of various species of beetle during the period when the timber is being air-seasoned after sawing, and also during storage; both the sapwood of maculata (*Eucalyptus maculata*) and that of kiaat (*Pterocarpus angolensis*) are for instance particularly liable to attack.

To protect the sapwood of hardwoods during air-seasoning and subsequent storage, the freshly sawn boards should be immersed in (or thoroughly sprayed with) a suitable insecticide. Timber treated in this way should be block-stacked for 48 h before being open-stacked in the seasoning stacks.

This treatment serves only to arrest attack up to the time of manufacture and cannot be regarded as a permanent preservative treatment. However, if the wood is free from all stages of beetle infestation at the time of manufacture, it is unlikely that it will be infested later.

This specification applies to the condition of the wood at the time of dispatch, and does not cover deterioration brought about by unfavourable conditions during transportation and storage.

R.  1
ML Tork

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Hardwood furniture timber

1 Scope

1.1 This specification covers three basic grades (i.e. clear grade, semi-clear grade and knotty grade) of rough-sawn hardwood timber and timber derived from trees of the *Podocarpus* spp., of density (at a moisture content of 12 % (m/m)) at least 400 kg/m³, and intended for use in the manufacture of furniture. It also covers pieces of cutting grade from which at least one smaller piece of one of the basic grades can be cut. Amdt 2

NOTE

- a) The standards referred to in the specification are listed in appendix A.
- b) Requirements that must be specified by the purchaser, and those that must be agreed upon are listed in appendix B.
- c) Information about the properties of some hardwood timbers is given in appendices C and D.

2 Definitions

2.1 For the purposes of this specification the following definitions shall apply:

Amdt 5 |

acceptable

acceptable to the authority administering the standard, or to the parties concluding the purchase contract, as relevant Amdt 3; amdt 5 |

board

piece of timber of rectangular cross-section, of width at least 75 mm, of thickness not exceeding 76 mm, and of which the width is at least three times the thickness

cross fracture

compression break

visible separation of, or a line of collapse of, the wood elements across the grain due to the compressive strength of the timber having been exceeded at some stage

NOTE The separation may be clearly distinguishable as a gap in the wood, or difficult to distinguish as irregular white lines across the wood. Such wood is characterized by extreme brashness.

cutting grade

grade of timber supplied as boards that have not been edged or cross-cut to remove defects, but that have been marked with lines that indicate the sawing necessary to obtain one or more pieces of timber of a basic grade

3
R. m. *[Signature]* ML *[Signature]* W *[Signature]*

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defective

piece of timber that fails in one or more respects to comply with the relevant requirements of the specification

density

mass per unit volume expressed in kg/m^3 or g/cm^3

general slope of grain

slope of grain, as observed over a distance of at least 600 mm, on the face that is furthest from the pith and reasonably tangential to a growth ring

lot

at least 51 and not more than 10 000 pieces of timber of the same grade, species, and nominal thickness, from one manufacturer, submitted at any one time for inspection and testing

permissible mechanical damage

defect caused by mechanical action, and of which the deleterious effect does not exceed that of a permissible defect

semi-square section

rectangular cross-section in which the longer dimension is less than three times the shorter one

sound knot

knot that is free from decay and insect damage, and is attached along at least two-thirds of its periphery to the surrounding wood on the face (or faces) where it occurs, and that may contain not more than three checks, each of width not exceeding 2 mm

sound splay knot

sound knot of which the length exceeds three times the width (both dimensions measured on the face on which the knot occurs)

3 Requirements

3.1 Species

Hardwood furniture timber shall be of the species (that may include *Podocarpus spp.*) specified by the purchaser.

3.2 Grade

The timber shall be of clear grade, semi-clear grade, or knotty grade, as specified by the purchaser, or, when the supply of cutting grade is agreed upon between supplier and purchaser, of clear grade cutting, semi-clear grade cutting, or knotty grade cutting, as required by the purchaser.

3.3 Grade requirements for basic grades

3.3.1 Defects not allowed

Pieces of hardwood furniture timber shall be free from

- a) cross fracture (compression breaks),
- b) decay other than decay in knots (see table 1),
- c) insect damage other than that caused by bark borers and pinhole borers (see table 1),

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P. in, Ed, ML, Tu, and a small mark.

- d) clearly defined tension wood that is not confined to a local area around a knot,
- e) pith and any adjacent defective wood,
- f) splits other than end splits, and
- g) honeycombing.

NOTE As honeycombing does not extend to the end of a piece unless it has been cross-cut after seasoning, checking for honeycombing can be done only after cross-cutting the piece at a position at least 150 mm away from an end.

3.3.2 Permissible defects

When inspected in accordance with 6.1, no piece of hardwood furniture timber shall contain more than a combination of the appropriate maxima of the defects laid down in table 1, and of permissible mechanical damage.

3.4 Grade requirements for cutting grade

- a) In the case of a cutting grade each portion of a piece of timber that is intended for use shall be defined by lines drawn (an acceptable lumber crayon being used) at right angles to and, where necessary, parallel to the length of the piece. The removal of a portion intended to be discarded shall not involve deep cutting, and each such portion shall be marked by diagonal lines that form a cross of acceptable size.
- b) Each portion intended for use shall comply with the requirements of 3.3 applicable to the corresponding basic grade with which it is marked (see 4.2).
- c) No piece of cutting grade shall be marked to contain more than one basic grade or more than two portions to be discarded.
- d) The intended length, in metres, and the intended width, in millimetres, shall be marked on each graded portion.

3.5 Dimensions

The nominal dimensions of pieces of basic grade (and of the graded portions of cutting grade material) shall, subject to the tolerances given in 3.6, be agreed upon between purchaser and supplier, subject to the following provisos:

- a) **Thickness.** The nominal thickness of board material shall not exceed 76 mm.
- b) **Width of board material.** The nominal width of board material shall be at least 75 mm.
- c) **Length.** The nominal length of each piece of basic grade (or graded portion of cutting grade material) shall be at least 0,9 m.

3.6 Tolerances on dimensions

The following tolerances on nominal dimensions shall apply:

- a) **Length.** Plus 150 mm (no minus tolerance shall be allowed).
- b) **Width.** Plus 10 mm (unless otherwise specified by the purchaser); minus 3 mm.

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c) **Thickness.** Plus 5 mm; minus 1 mm.

3.7 Squareness

Out-of-squareness shall be allowed provided that it will be eliminated when the timber is dressed to the relevant minimum size (based on the nominal size and the minus tolerances laid down in 3.6).

P. [Signature] Tan
ML Ph

Table 1 — Permissible defects on (except where otherwise stated or where inconsistent with the nature of the defect) the worst two adjacent faces of boards, and on the worst face of pieces of square and semi-square cross-section

| 1 | 2 | 3 | 4 |
|---|-------------------------------------|--------------------------------|--------------------------------|
| Defect | Extent, max. | | |
| | Clear grade | Semi-clear grade | Knotty grade |
| Discoloration in sapwood (other than superficial mould) | Nil | Nil | Light |
| Sapwood | Nil ⁺ | ½ of surface area ⁺ | ½ of surface area ⁺ |
| Sound burrs | Not limited | Not limited | Not limited |
| Pinhole borer holes in the worst 1 m length of piece (and in the piece in the case of pieces of length less than 1 m) | Nil | 10 holes | 15 holes |
| Gum veins | | | |
| a) Open | Nil | Nil | Nil |
| b) Tight | Nil | Not limited | Not limited |
| End splits: Sum of lengths# | Width of face on which splits occur | | |
| Checks§ | | | |
| a) Width, in pieces of thickness | | | |
| 1) less than 50 mm | 1 mm | 1 mm | 1 mm |
| 2) at least 50 mm | 1, 5 mm | 1, 5 mm | 1, 5 mm |
| b) Sum of lengths in the worst 1 m length of piece (and in the piece in the case of a piece of length less than 1 m): In pieces, of thickness | | | |
| 1) not exceeding 50 mm | 130 mm | 130 mm | 250 mm |
| 2) greater than 50 mm | 250 mm | 250 mm | 500 mm |
| General slope of grain | 1 in 10 | 1 in 10 | 1 in 7 |
| Wane§ | | | |
| a) In pieces of length not exceeding 4,2 m | Nil | Nil | Nil |
| b) In pieces of length greater than 4,2 m | | | |
| Depth | Nil | 6 mm | 6 mm |
| Width | Nil | 30 mm | 30 mm |
| Sum of lengths | Nil | ¼ length of piece | ¼ length of piece |
| Warp: Per 1 m length of piece (and pro rata for fractions of 1 m) | | | |
| a) Twist | 1° | 1° | 2° |
| b) Bow | | | |
| 1) In boards of nominal thickness 25 mm or less | 6 mm | 6 mm | 8 mm |
| 2) In other boards | 4 mm | 4 mm | 6 mm |
| 3) In pieces of semi-square section | 3 mm | 3 mm | 4 mm |

R. J. ...
ML 19

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Table 1 (concluded)

| 1 | 2 | 3 | 4 |
|---|--------------|------------------------|------------------------|
| Defect | Extent, max. | | |
| | Clear grade | Semi-clear grade | Knotty grade |
| c) Spring¶ | | | |
| 1) In pieces of length not exceeding 3,0 m | 3 mm | 3 mm | 4 mm |
| 2) In pieces of length greater than 3,0 m | 4 mm | 4 mm | 5 mm |
| d) Cup§ | Nil | Nil | Nil |
| Knots (other than sound knots of diameter not exceeding 6 mm) and knot-cavities** in the worst 500 mm length of piece | | ** | |
| a) Sound round and oval knots: | | | |
| Individual size | | | |
| 1) On a face (other than an edge of a board) | Nil | ½ width of face | ½ width of face |
| 2) On an edge of a board | Nil | ½ width of edge | ¾ width of edge |
| b) Sound splay knots | | | |
| Number | Nil | Nil | 1 |
| Size | — | — | ½ width of face |
| c) Dead knots, decayed knots, loose knots, and knot-cavities** | | | |
| 1) Individual size | Nil | 30 mm | 30 mm** |
| 2) Sum of sizes | Nil | 60 mm | 60 mm** |
| d) Sum of sizes of all knots and knot-cavities | Nil | ½ width of widest face | ½ width of widest face |
| <p>+ Where sapwood can be obviously recognized and unless otherwise specified by the purchaser.</p> <p># Provided that not more than 25 % of the number of pieces in a lot shall contain end splits.</p> <p>§ Other than checks, wane, and cup that will be eliminated when the cross-sectional dimensions are reduced (by dressing the relevant faces) to 3,0 mm less than the nominal value in the case of dimensions not greater than 25 mm and to 5,0 mm less than the nominal value in other cases.</p> <p>// Provided that not more than ¼ of the number of pieces in a lot shall contain wane.</p> <p>¶ Provided that not more than 25 % of the number of pieces in a lot shall contain spring.</p> <p>** Provided that in the case of semi-clear grade the better two adjacent faces of boards and the three best faces of pieces of square and semi-square cross-section shall be free from knots and knot-cavities.</p> <p>++ Provided that in the case of knotty grade, on the better two adjacent faces of boards, and on the three best faces of pieces of square or semi-square cross-section, the individual size and the sum of the sizes of dead knots, decayed knots, loose knots, and knot-cavities in the worst 500 mm length of a piece shall not exceed 12,5 mm and 25 mm respectively.</p> | | | |

Amdt 1; amdt 3; amdt 5

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R, J, Tm, ml, V

3.8 Finish

The timber shall be well and evenly sawn, shall have (except for permissible wane (see table 1)) rectangular arrises, and the ends of pieces (other than an end marked for discard in a piece of cutting grade) shall, unless otherwise agreed upon between purchaser and supplier, be square-sawn. The timber shall be bright (except that superficial mould and discoloration within the limit given in table 1 shall be allowed).

3.9 Moisture content (see figure 1 and table D.1)

3.9.1 Timber intended for use in a drier region

The moisture content, determined in accordance with 6.2, shall not exceed 12 % (m/m), except that in the cases of the following species it shall not exceed 15 % (m/m):

| | |
|----------------|-----------------------------------|
| Khaya mahogany | (<i>Khaya</i> spp.) |
| Chamfuti | (<i>Azelia cuanensis</i>) |
| Iroko | (<i>Chlorophora excelsa</i>) |
| Klaat | (<i>Pterocarpus angolensis</i>) |
| Teak | (<i>Tectona grandis</i>) |

3.9.2 Timber intended for use in a higher-moisture region

The moisture content, determined in accordance with 6.2, shall not exceed 15 % (m/m).

3.10 Moisture gradient

In the case of pieces of thickness greater than 40 mm, in addition to complying with the relevant requirements of 3.9, the distribution of the moisture in the pieces shall be such that the moisture gradient, when determined in accordance with 6.3, does not exceed 3 %.

3.11 Density

The density of the timber, determined in accordance with 6.4, shall be at least 400 kg/m³ (0,40 g/cm³) at a moisture content of 12 % (m/m), or shall be as agreed upon between supplier and purchaser.

Amdt 2

3.12 Preservative treatment

The timber may have been preservative treated. Treated boards shall comply with the relevant requirements of SANS 1288 for exposure class H2 and H3, as relevant.

Amdt 4; amdt 5

NOTE Users of preservative treated timber should ensure that the surface treatment intended for the finished timber product is compatible with the preservative used, and that the solvent of the preservative has evaporated before the surface coating is applied.

Amdt 4

4 Packing and marking

4.1 Packing

When the timber is dispatched bundled, only pieces of the same species, grade, and nominal thickness shall be packed together in a bundle, and each bundle shall be so secured as to withstand normal handling hazards.

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4.2 Marking¹⁾

4.2.1 Pieces supplied in bundles

One piece of timber in each bundle shall be legibly and indelibly marked with the following information:

- a) the manufacturer's name or trade name or trade mark;
- b) the appropriate grade letters given in the appropriate colour (see 4.2.3).

4.2.2 Other pieces

One end (or one face within 300 mm of an end) of each piece of timber shall be legibly and indelibly marked with the information given in 4.2.1(a) and (b).

4.2.3 Grade colours and letters

The colours and letters of the grade identification markings shall be as follows:

| Grade | Grade letters | Colour |
|--------------------------|---------------|-------------------------|
| Clear | FC | { Signal-red (Colour |
| Clear grade cutting | CFC | { No. A11 of SANS 1091) |
| Semi-clear | FSC | { Strong blue (Colour |
| Semi-clear grade cutting | CFSC | { No. F11 of SANS 1091) |
| Knotty | FK | { Emerald green (Colour |
| Knotty grade cutting | CFK | { No. E14 of SANS 1091) |

5 Sampling and compliance with the specification²⁾

5.1 Sampling

The following sampling procedure shall be applied in determining whether a lot complies with the relevant requirements of the specification. The sample so drawn shall be deemed to represent the lot.

After inspecting for compliance with 4.1 and 4.2, draw at random from the lot (taking, in the case of pieces supplied in bundles, not more than one-third of the number of pieces in a bundle) the number of pieces given in column 2 of table 2 relative to the appropriate lot size given in column 1.

1) In the cases of cutting grades, these markings are additional to those required in terms of 3.4.

2) This section applies to the sampling for inspection and testing before acceptance or rejection of single lots (consignments) in cases where no information about the implementation of quality control or testing during manufacture is available to help in assessing the quality of the lot. It is also used as the procedure for adjudicating in cases of dispute.

Table 2 — Lot sizes, sample sizes, and acceptance numbers

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------------|-----------------------|-----------------------|------------|--------|---|---------|
| Lot size pieces | Sample size pieces | Acceptance number for | | | | |
| | | Grade requirements | Dimensions | Finish | Moisture content plus moisture gradient | Density |
| 51 - 500 | 50 | 5 | 7 | 5 | 3 | 1 |
| 501 - 1 200 | 80 | 10 | 10 | 8 | 5 | 2 |
| 1 201 - 3 200 | 125 | 14 | 14 | 12 | 7 | 3 |
| 3 201 - 10 000 | 200 | 21 | 21 | 18 | 12 | 5 |

5.2 Compliance with the specification

The lot shall be deemed to comply with the relevant requirements of the specification if, after inspection and testing of the sample taken in accordance with 5.1, the numbers of defectives found do not exceed the relevant acceptance numbers given in columns 3 to 7 (inclusive) of table 2.

6 Inspection and methods of test

6.1 Inspection

6.1.1 General

Inspect the sample taken in accordance with 5.1 for compliance with the relevant requirements of 3.3, 3.4, 3.5, 3.7, and 3.8. Visually examine and measure (using the appropriate methods given in 6.1.2 to 6.1.5 (inclusive))

- the defects in, and the dimensions and squareness of, each piece of timber of a basic grade, and
- the defects in, and the dimensions of, each graded portion of each piece of timber of cutting grade.

NOTE 1 Base selection of a "worst face" and a "worst 1 m length" on the size(s) of the specific defect being considered.

NOTE 2 See also note to 3.3.1 regarding assessment of the presence of honeycombing.

6.1.2 Knots and knot-cavities

Measure, to the nearest 1 mm, the size of knots and knot-cavities. Observe the following rules:

- When round, oval, and splay sound knots are measured, measure the distance that the knot extends across the width of the face of the piece and take this as the size of the knot.
- Measure dead, decayed, or loose knots and knot-cavities in the same manner as sound knots are measured.
- Include inbark associated with a knot or knot-cavity in the dimension of the knot or knot-cavity.
- When a knot is hard to define or to outline, take its limit as the outer growth ring obviously belonging to the branch concerned.

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6.1.3 Permissible defects

- a) **Sapwood.** Measure sapwood to the nearest 5 % of the area of the face on which it occurs.
- b) **End splits.** Measure, to the nearest 2 mm, the length of each end split in the piece.
- c) **Checks.** Measure the sum of the lengths of checks to the nearest 10 mm and the maximum width of each check to the nearest 0,1 mm. When adjacent checks are separated by more than 5 mm of sound wood, regard them as separate checks.
- d) **General slope of grain.** Measure, to the nearest 1 mm, the general slope of grain over a length (along the piece) of 210 mm.
- e) **Wane.** Measure the width and depth of wane to the nearest 0,5 mm, and the sum of the lengths of wane to the nearest 10 mm.
- f) **Warp**
 - 1) **Twist.** Measure twist to the nearest 1°.
 - 2) **Bow.** Allow the two ends of the face-side or back (whichever is concave) of the piece to rest on a level surface. Measure bow at the worst position to the nearest 1 mm.
 - 3) **Spring.** Allow the two ends of the concave edge of the piece to rest on a level surface. Measure spring at the worst position to the nearest 1 mm.
 - 4) **Cup.** Measure cup at the worst position to the nearest 0,1 mm.

6.1.4 Dimensions

Measure the length and the maximum and the minimum widths, and thicknesses. Take these measurements as follows:

- a) **Length.** To the nearest 5 mm provided that no under-tolerance results.
- b) **Width and thickness.** To the nearest 1 mm.

6.1.5 Squareness

Use the following procedure to measure out-of-squareness between adjacent faces and, in the case of square-sawn ends, between faces and ends. In the case of pieces of a cutting grade, measure out-of-squareness at exposed arrises of cutting grade portions only.

Use a square, with the inner edge of the stock placed across or along (as relevant) a face of the piece and the inner edge of the blade touching the adjacent face or end (as relevant) to measure, to the nearest 1 mm, the maximum gap between the blade and the face (or end) of the piece.

6.2 Moisture content

6.2.1 General

Determine the moisture content to the nearest 1 %. In the case of preservative-treated timber, use the xylol extraction method given in SANS 281. In other cases use the oven-dry method detailed in 6.2.2 for this determination, or use by agreement between purchaser and supplier the electric moisture-meter method given in 6.2.3.

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6.2.2 Oven-dry method

- a) **Test specimens.** From a position not less than 300 mm away from the end of each piece take a test specimen that embodies the full cross-section of the piece, and that has a mass of at least 75 g and a width (measured in the direction of the grain of the wood) of at least 20 mm.
- b) **Procedure.** Within 10 min of cutting, determine the mass, *A*, of the test specimen to the nearest 0,1 g. Dry it to constant mass, *B*, in an oven, maintained at a temperature of 102 °C ± 3 °C, and calculate the moisture content as follows:

$$\text{Moisture content, \%} = \frac{A - B}{B} \times 100$$

6.2.3 Electric moisture-meter method

- a) Calibrate the meter for the thickness and species of timber to be tested and adjust the control settings according to the manufacturer's instructions.
- b) Check all electrical connections and ensure that the instrument is in good working order.
- c) When a moisture meter fitted with insulated electrodes and capable of measuring to a depth greater than 19 mm is used, proceed as follows:

Select a defect-free point that is at least 300 mm from the adjacent end of the piece and, avoiding pith and infiltrates, drive the electrodes into the piece to a depth of 6 mm and take a reading. Then drive the electrodes to a depth of approximately half the thickness of the piece and take a second reading. Take the arithmetic mean of the two readings as the moisture content.

- d) When determining the moisture content of pieces of thickness greater than 38 mm by means of a meter other than of the type described in (c) above, proceed as follows:

Take, as in (c) above, a reading at a depth of 6 mm. Then cut off a specimen by cross-cutting the piece at a position at least 300 mm from the adjacent end. Deep-cut this specimen near the centre and, within 10 min of deep cutting, read the moisture content of the freshly exposed inner surface near the end that was freshly cross-cut. Take the arithmetic mean of the two readings as the moisture content.

6.3 Moisture gradient

6.3.1 General

Determine the moisture gradient to the nearest 1 %. Use the oven-dry method given in 6.3.2, or use, by agreement between supplier and purchaser, the electric moisture-meter method given in 6.3.3.

6.3.2 Oven-dry method

- a) **Test specimens.** From a position at least 300 mm from the adjacent end of the piece cut one specimen (of mass at least 75 g and width, measured in the direction of the grain of the wood, at least 20 mm) from the face-side or back of the piece by deep cutting at a position at least 12 mm (but not more than one-third of the thickness of the piece) from that face. By further deep cutting obtain a second test specimen of the same dimensions as those of the first, and such that its longitudinal axis coincides with that of the piece.

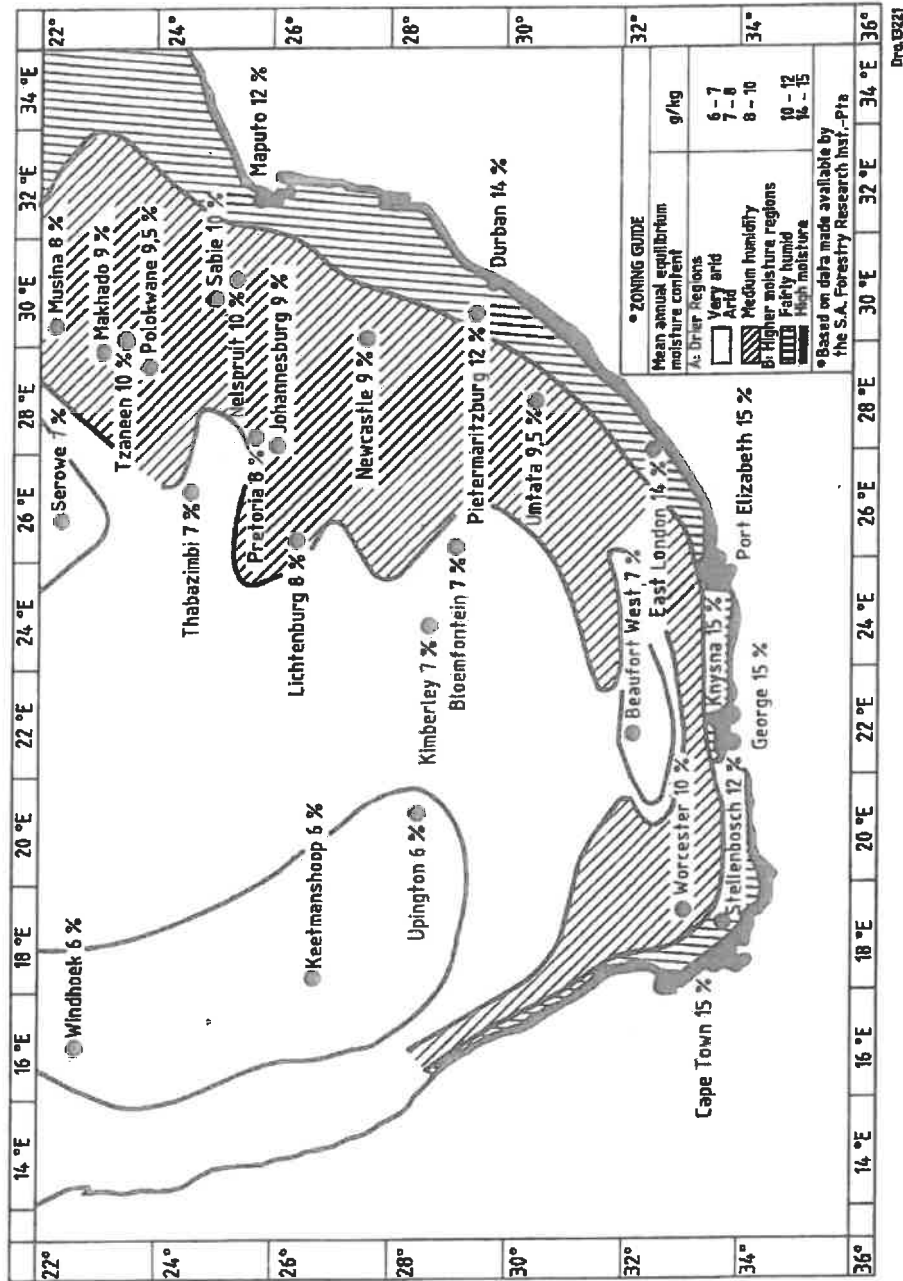


Figure 1

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Appendix A

Applicable standards

Reference is made to the latest issues of the following standards:

~~SABS 065, Glossary of timber terms and definitions.~~

Amdt 5

SANS 281 (SABS 281), *Hardwood block and strip flooring.*

SANS 1091, *National colour standards for paint.*

SANS 1288, *Preservative-treated timber.*

Amdt 4

Appendix B

Notes to purchasers

B.1 The following requirements must be specified in tender invitations and in each order or contract:

- a) the species (see 3.1);
- b) the grade (see 3.2);
- c) the extent of sapwood if other than as specified (see second footnote to table 1);
- d) the plus tolerance on width, if other than 10 mm (see 3.6);
- e) when relevant, that preservative treatment is required (see 3.12), and the type of preservative to be used (see SANS 1288).

Amdt 4

B.2 The following must be agreed upon between supplier and purchaser:

- a) that timber of cutting grade be supplied (see 3.2);
- b) the nominal dimensions (see 3.5);
- c) the type and finish of ends if other than square-sawn (see 3.8);
- d) when relevant, the density (see 3.11);
- e) when relevant, the use of an electric moisture meter to determine the moisture content and, when relevant, the moisture gradient (see 6.2.1 and 6.3.1).

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Appendix C

Table C.1 — Properties of certain hardwood timbers

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|-----------------------------|---------------------------------|-------------------------------|-----------|-----------------------|---|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | | General description of the wood |
| | | | At a moisture content of 12 % | | Green or freshly sawn | |
| | | | Average | Range | Average | |
| <i>Acacia mearnsii</i> de Wildt | Black wattle | 7 651 | 0,75 | 0,56–0,87 | 1,12 | The heartwood is light brown in colour with reddish markings. The sapwood is whitish pink. The grain is moderately well marked and the texture fine and fairly even. The wood is hard and tough and somewhat cross-grained. |
| <i>Acacia melanoxylon</i> R.Br. | Blackwood | 5 471 | 0,66 | 0,53–0,82 | 1,04 | The white sapwood ranges between 25 mm and 100 mm in width, averaging 40 mm. The heartwood varies from almost black to light grey with a proportion of the darker wood in all consignments irrespective of the size of the tree. The darker markings may be very attractive, resembling those in walnut and stinkwood. The grain is well marked and the texture fine and even. The wood is hard and tough and somewhat cross-grained. |
| <i>Azelia cuanensis</i> Welw. | Chamfuti | 7 072 | 0,77 | 0,72–0,90 | 1,12 | The timber is brown in colour, sometimes with a reddish tinge. The texture is moderately coarse and the timber reasonably easy to work. |
| <i>Chlorophora excelsa</i> Benth.et Hook and <i>C. regia</i> A.Chev. | Iroko | 4 804 | 0,61 | 0,56–0,66 | — | The sapwood is thin and grey in colour. The heartwood is yellowish, darkening to olive-brown with shades of dark brown. The wood is moderately fine in texture with fairly large pores, often with regular patterns of cross-grain. It tends to cause increased blunting of tools, and may inhibit the drying of some surface coatings. It is moderately weather- and termite-resistant. |

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Table C.1 (continued)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--|-----------------------------------|---------------------------------|-------------------------------|-----------|-----------------------|---|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | | General description of the wood |
| | | | At a moisture content of 12 % | | Green or freshly sawn | |
| | | | Average | Range | Average | |
| <i>Dyera costulata</i> Hook f. and <i>D. lowii</i> Hook f. | Jelutong | — | 0,46 | 0,42–0,50 | — | The sapwood and heartwood are not distinguishable. The colour is nearly white when freshly cut and turns later to a light yellow. It is straight grained, has medium-sized pores, and a moderate texture. It dries and works easily, can be surfaced to a smooth finish, and is easy to stain and polish. Radial latex channels of height up to 30 mm are frequent and may affect use in larger dimensions. |
| <i>Entandrophragma cylindricum</i> Sprague | Sapele | 4 804 | 0,61 | 0,56–0,69 | — | The wood is brown in colour, often with a reddish tinge. It has a fine even texture and, because of variations in growth pattern, may have a striped figure if quarter-sawn. To avoid the occurrence of warp the wood must be seasoned with care (especially if tangentially sawn). The wood is moderately hard and easy to work. |
| <i>Eucalyptus diversicolor</i> F. Muell. | Karri | 8 095 | 0,88 | 0,64–0,96 | 1,15 | The wood varies in colour from light to dark red. It is a hard wood with a very straight grain, and is generally without any figure. The texture is fine and even. |
| <i>Eucalyptus fastigata</i> Deane et Maid. | Fastigata | 5 159 | 0,66 | 0,50–0,82 | 1,09 | The wood is whitish in colour with little distinction between sapwood and heartwood. The texture is fine and even. |
| <i>Eucalyptus fraxinoides</i> Deane et Maid. | Fraxinoides | 8 229 | 0,88 | 0,67–1,07 | 1,17 | The wood is whitish in colour with little distinction between sapwood and heartwood. The texture is fine and even. |
| <i>Eucalyptus grandis</i> Maid. | See <i>Eucalyptus saligna</i> Sm. | | | | | |

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Table C.1 (continued)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--|-----------------------------|---------------------------------|-------------------------------|-----------|--------------------------------------|---|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | Green or freshly sawn Average | General description of the wood |
| | | | At a moisture content of 12 % | | | |
| | | | Average | Range | | |
| <i>Eucalyptus maculata</i> Hook | Maculata | 7 339 | 0,80 | 0,64–0,90 | 1,09 | The wood is whitish-brown in colour with little distinction between sapwood and heartwood. The grain is straight but occasional waviness gives the wood a pleasing appearance. The wood is fairly hard and elastic and bends excellently. The texture is a little coarser than that of other gums, and the sapwood is liable to borer attack. |
| <i>Eucalyptus oreades</i> R.T. Baker | Oreades | 4 982 | 0,66 | 0,58–0,88 | 1,12 | The wood is straw-brown in colour, often with a pinkish tinge. There is little distinction between the sapwood and heartwood. The wood is straight-grained and fine-textured. |
| <i>Eucalyptus saligna</i> Sm. and <i>Eucalyptus grandis</i> Maid. | Saligna | 5 605 | 0,64 | 0,43–0,96 | 1,0 | The colour of the wood varies from almost white in young trees, through all shades of pink to dark red in the heaviest wood from old trees. The sapwood is usually whitish-pink in colour. The wood varies in hardness from soft in the light timber to very hard in the very heavy timber. The harder heavier wood is more uniform in colour and more easily matched. In general, most satisfactory results will be obtained if wood with a density of 0,560–0,880 g/cm ³ (at a moisture content of 12 %) is used. There is often an attractive figure in the wood which is straight-grained and has a fine even texture. |
| <i>Juglans</i> spp. | Walnut | 4 490 | 0,61 | — | 0,93 | The wood is pale to dark brown in colour, and has a fine even texture. It is not very heavy, is easy to work, and is very stable after seasoning. |

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Table C.1 (continued)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|-----------------------------|-----------------------------|-------------------------------|-----------|-----------------------|--|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | | General description of the wood |
| | | | At a moisture content of 12 % | | Green or freshly sawn | |
| | | | Average | Range | Average | |
| <i>Khaya</i> spp. | Khaya mahogany | 4 445 | 0,66 | 0,45–0,83 | – | The wood varies from pinkish red to reddish-brown in colour, and has a moderately fine texture. There is usually not much figure. The wood is not very hard and is easy to work. |
| <i>Kirkia acuminata</i> Oliv. | White seringa | 5 023 | 0,64 | 0,56–0,75 | 1,12 | The wood has a pale straw-brown sapwood which may vary in width from 40 mm or 50 mm to a much greater width. The heartwood is a pale to medium brown colour with darker brown lines that give it a striking figure especially when tangentially sawn. The wood is not very hard and is easy to work. |
| <i>Lovoa trichilioides</i> Harms (<i>L. kleiniana</i> Pierre ex Sprague) | Dibetou | 3 336 | 0,56 | 0,48–0,65 | – | The wood is brown in colour and has a fine texture. It is not very hard and is easy to work. It is usually cross-grained with a resultant striped figure. |
| <i>Ocotea bullata</i> E. Mey | Stinkwood | 6 049 | 0,70 | 0,56–0,99 | 1,09 | The colour of the wood varies greatly from light grey to a uniform straw colour without figure, through various shades of grey and brown to almost black. The black wood is frequently mottled with yellow. The lustre in the wood adds to its beauty (and has led to its having been described as "bottled sunlight"). It has a fine texture, and it may be beautifully figured. The grain may be straight or interlocked. When freshly sawn the wood has an unpleasant odour, not unlike that of mule droppings. |

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Table C.1 (continued)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|-----------------------------|-----------------------------|-------------------------------|-----------|----------------------------------|--|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | Green or freshly sawn Average | General description of the wood |
| | | | At a moisture content of 12 % | | | |
| | | | Average | Range | | |
| <i>Pericopsis elata</i> (Harms) van Meeuwen | Kokrodua | 7 347 | 0,68 | 0,61–0,80 | 1,09 | The wood is golden brown to dark brown in colour with a fine even texture. It has a low shrinkage and can be used in exposed conditions as a substitute for teak. It stains badly in contact with iron and moisture. Brass nails, screws, and fittings should be used for outside work and boats. |
| <i>Phoebe porosa</i> Mez. | Imbuia | 4 270 | 0,64 | 0,56–0,80 | 1,14 | The wood is brown to dark brown in colour and has a fine even texture and a high lustre. It is not unlike stinkwood (<i>Ocotea bullata</i>) except that unlike stinkwood it has a spicy smell. It is moderately hard and is easy to work. |
| <i>Platylophus trifolius</i> D. Don. | Witels | 3 069 | 0,54 | 0,45–0,77 | 1,04 | There is an extraordinary variation in the colour of the wood even in the same piece. It is usually pinkish-brown with darker brown or greenish-yellow markings but may be a uniform dark brown or a yellowish-brown. The darker markings may be in spots or streaks or flame-shaped. It has a slightly sweet (not unpleasant) smell, a fine and uniform texture, and a fairly straight grain. |
| <i>Podocarpus</i> spp. | Yellow-wood | 3 780 | 0,54 | 0,45–0,74 | 0,96 | The wood is a light uniform yellow in colour. The texture is fine and uniform, and the grain straight. When an abnormal amount of compression wood is present, it shows up as darker brown areas along the growth rings and causes warp. |

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Table C.1 (continued)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--|-----------------------------|---------------------------------|-------------------------------|-----------|-----------------------|--|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | | General description of the wood |
| | | | At a moisture content of 12 % | | Green or freshly sawn | |
| | | | Average | Range | Average | |
| <i>Pterocarpus angolensis</i> D.C. | Kiaat | 5 649 | 0,64 | 0,55–0,80 | 1,07 | The heartwood is brown to dark brown or reddish-brown, attractively figured with gold and darker markings. The sapwood is white, of width usually from 38 mm to 64 mm, and is readily attacked by borer. The heartwood is durable and slightly harder than teak. The grain is interlocked and seldom straight, and the texture coarse and uneven. Wood from Namibia is very much lighter and softer (known as "Dolf Kiaat"). |
| <i>Quercus</i> spp. | Oak | 5 783 | 0,77 | — | — | The wood is straw-brown in colour and has, because of the large earlywood pores, a coarse texture. It is ring-porous and has much figure if tangentially sawn. It also has wide rays that give it a "silver grain" figure if radially sawn. It is moderately hard, very strong, and is easy to work. |
| <i>Shorea</i> spp., sometimes including <i>Anisoptera</i> spp. | Meranti | 2 800 | 0,54 | 0,40–0,64 | — | The colour of meranti, from Malaysia and Indonesia, known in the trade as "white meranti" is white to yellow-brown, of that known as "light red meranti" is light yellowish to red-brown, of that known as "yellow meranti" is yellowish, and of that known as "red meranti" or "dark red meranti" is red-brown to dark red-brown. The pores are large and partly filled and the texture coarse. Some cross-grain occurs. Lower density wood dries easily. Gum exudation occurs at higher drying temperatures. |
| | | | 0,60 | 0,48–0,67 | — | |
| | | | 0,70 | 0,58–0,77 | — | |

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Table C.1 (concluded)

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|-----------------------------|---------------------------------|-------------------------------|-----------|-----------------------|---|
| Botanical name | Standard name or other name | Hardness on side grain N | Density g/cm ³ | | Green or freshly sawn | General description of the wood |
| | | | At a moisture content of 12 % | | | |
| | | | Average | Range | Average | |
| <i>Shorea</i> , <i>Para-shorea</i> , and <i>Pentacme</i> <i>spp.</i> | Lauan | 2 600 | 0,48 | 0,40–0,64 | — | The colour of wood from the Philippines known in the trade as "white lauan" or "light red lauan" is yellowish grey to light red-brown, and of that known as "red lauan" or "Philippine mahogany" is a medium to dark red-brown. The pores are large and partly filled, and the texture coarse (but normally not as coarse as that of meranti). Some cross-grain may be present. |
| | | 3 025 | 0,50 | 0,41–0,65 | — | |
| <i>Shorea</i> and <i>Para-shorea</i> <i>spp.</i> | Seraya | | 0,54 | 0,48–0,67 | — | Seraya from Borneo is known in the trade as "white seraya", "light red seraya", "yellow seraya" and "red (or dark red) seraya", and is in all respects comparable with meranti. |
| | | | 0,60 | | — | |
| | | | 0,70 | | — | |
| <i>Tectona grandis</i> L. | Teak | 4 449 | 0,64 | 0,61–0,69 | — | The wood is pale to moderately dark brown in colour. The texture is fairly coarse and the wood is inclined to be ring-porous, having a certain amount of figure on tangentially-sawn surfaces. The wood is durable and has a low shrinkage; it is ideal for purposes where it is exposed to the weather. It is moderately hard and works very well. |
| <i>Ulmus</i> spp. | Elm | 3 644 | 0,64 | | — | The wood is pale straw-brown in colour and has moderately coarse texture. The wood is ring-porous and this can cause high figure on a tangentially-sawn surface. Care must be taken during seasoning to avoid warpage. The wood is soft and easy to work. |

Appendix D

Table D.1 — Average, and seasonal variations in equilibrium moisture content of wood in different localities

| 1 | 2 | 3 |
|---------------------------------|-----------------------|--------------------|
| Locality | Moisture content % | |
| | Average | Seasonal variation |
| Drier regions: | | |
| Beaufort West | 7,0 | 2-3 |
| Bloemfontein | 7,5 | 3-4 |
| Johannesburg | 9,0 | 3-4 |
| Keetmanshoop | 6,0 | 2-3 |
| Kimberley | 7,0 | 2-3 |
| Lichtenburg | 8,0 | 3-4 |
| Newcastle | 9,0 | 4-5 |
| Polokwane | 9,5 | 2-3 |
| Pretoria | 8,5 | 3-4 |
| Thabazimbi | 7,5 | 4-5 |
| Umtata | 9,5 | 3-4 |
| Upington | 6,0 | 2-3 |
| Windhoek | 6,0 | 4-5 |
| Higher moisture regions: | | |
| Cape Town | 15,0 | 2-3 |
| Durban | 14,0 | 3-4 |
| East London | 14,0 | 4-5 |
| Nelspruit | 10,0 | 3-4 |
| Pietermaritzburg | 12,0 | 4-5 |
| Port Elizabeth | 15,0 | 2-3 |
| Sabie | 10,0 | 3-4 |
| Stellenbosch | 12,0 | 2-3 |
| Worcester | 10,0 | 2-3 |

Handwritten signatures and initials:
P. [Signature]
ML
Tey



DEPARTMENT OF CORRECTIONAL SERVICES

SPECIAL CONDITIONS OF CONTRACT: DCS 9/2024

**SUPPLY, DELIVERY AND OFF-LOADING
OF ROUGH SAWN SALIGNA TIMBER
SANS 1099:2008 FOR A PERIOD OF
THREE (3) YEARS.**



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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



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/



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 rough sawn **Saligna Timber SANS 1099:2008** is applicable for items in this bid.

**7.1.5 References**

7.1.5.1 Bidder must provide atleast one (1) contactable reference letter from previous client where Rough Sawn Saligna Timber 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 Mandotory requirments 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 |
|---------------------------------|---|

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 gender, BBBEE certificate, Sworn Affidavit as per DTI prescribed template.

7.2.4.2 Disability: Medical certificate signed by the doctor.

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

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

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

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.



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).

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 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

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 |

**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 <i>from</i> which adjusted prices will become effective | Dates <i>until</i> which adjusted prices will be effective |
|---|---|---|--|---|
| 1 st 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 |
| 2 nd 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 |
| 3 rd 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 |
| 4 th 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 |

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.

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 **Saligna woods 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.)
- 22.2 The following formula will be utilized for this purpose :

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

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

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



22.3 In addition to a penalty being imposed, the Department reserves the right to act in accordance with paragraph 21.6 of the General Conditions of 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 an inspection certificate and/or proof of delivery.

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

24. **SETTLEMENT OF DISPUTES**

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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.

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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:

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

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:

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|--|--|--|
| Women | 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 bid documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or

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revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bid price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bid documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bid documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bid documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design

rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bid documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bid testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bid documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1 The supplier may be required to provide any or all of the

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services

following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been

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.

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| 27. Settlement of Disputes | <p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"> (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 | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <ul style="list-style-type: none"> (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 | <p>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.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p> |
| 31. Notices | <p>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</p> |

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive Practices

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

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

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