



sa air force

Department
Defence
REPUBLIC OF SOUTH AFRICA

Telephone: (012) 351 2502
Facsimile: (012) 351 2340
Enquiries: Flight Sergeant F.M. Choba

SA Air Force Procurement Unit
Air Force Mobile Deployment Wing
Private Bag X04
Valhalla
0137
15 September 2023

BID: SPU/B/DSS/043/23: CUT, MAKE, TRIM, AND SUPPLY OF SLACKS WOMEN'S SAAF SERVICE DRESS, QUARTER BACK ELASTIC

GOODS DELIVERY ADDRESS: 10 AIR DEPOT, STEPHANUS SCHOEMAN ROAD, THABA TSHWANE, PRETORIA

VALIDITY PERIOD: 120 DAYS

CLOSING DATE & TIME FOR BID: 11:00 AM ON 11 OCTOBR 2023

1. You are hereby invited to furnish this Department with a Bid for the supply of the above-mentioned items as per attached documents. The documents you should be in possession of are; This Cover Letter, Road Map to South African Air Force Procurement Unit (SAAF PU), SBD 1; SBD 3; SBD 4; SBD 6.1; SWORN AFFIDAVIT and QUESTIONNAIRE.
2. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.
3. Kindly Bid by completing the relevant forms, directed to **SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT, PRIVATE BAG X04, VALHALLA, 0137** to reach the Bid Receipt Office not later than the closing date and time or deposit in the Bid Box in the Parking Area across from the Security Guard Room at the **Main Entrance of AIR FORCE MOBILE DEPLOYMENT WING, OLD JOHANNESBURG ROAD (across from Godiva Road), VALHALLA before the CLOSING DATE AND TIME.**
4. **Please note that the Bid Box will be closed daily between 18:00 and 06:00 am.** Bids can also be handed in at the South African Air Force Procurement Unit, Internal Services Section during Office Hours 07:00 am till 15:00. However, if the Bid is Late it will **not** be accepted for consideration.
5. The following members can be contacted regarding the following aspects of this Bid only during office hours:
 - a. Compilation of Bid Document: **Flight Sergeant F.M. Choba at (012) 351 2405.**
 - b. Technical Information: **Warrant Officer T. Pollock at (012) 351 5180 / 5186.**

BID: SPU/B/DSS/043/23: CUT, MAKE, TRIM, AND SUPPLY OF SLACKS WOMEN'S SAAF SERVICE DRESS, QUARTER BACK ELASTIC

6. Authenticate this Document:

COMPANY NAME:	
PHYSICAL ADDRESS:
POSTAL ADDRESS:
TEL NO:	
FACSIMILE NO:	
MOBILE NO:	
BANKING DETAILS:
NAME (PRINT):	
CAPACITY:	
SIGNATURE:	
DATE:	

7. Kindly take note that according to Government Gazette No. 47452 NO. 2721 dated 04 November 2022, effective from 16 January 2023, Bidders are to submit a Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognised Commissioner of Oath. The Department of Defence reserves the right to verify the truthfulness of the claims. Should the Proof (Affidavit) not be submitted, a Zero (0) point will be allocated.

**BID: SPU/B/DSS/043/23: CUT, MAKE, TRIM AND SUPPLY OF SLACKS WOMEN'S
SAAF SERVICE DRESS, QUARTER BACK ELASTIC**

Yours Sincerely



**(LIEUTENANT COLONEL M.L. VAN HEERDEN)
OFFICER COMMANDING SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT:
COLONEL**

APPENDIX A
MANDATORY EVALUATION
CRITERIA FOR THE CUT,
MAKE, TRIM AND SUPPLY OF
SLACKS WOMEN'S SAAF
SERVICES DRESS
DATED 15 SEPTEMBER 2023

MANDATORY CRITERIA

1. **PHASE 1:** Compliance to Mandatory Requirements. Bidder that does not fully comply with the criteria will be eliminated/excluded and will not go to the next phase.

SER NO	MANDATORY CRITERIA	SUBMITTED YES / NO
	<p>Central Supplier Database: From 01 April 2016 it is mandatory for the Department of Defence (DOD) to make use of Suppliers that are Registered on the National Treasury Central Supplier Database (CSD). Only Bidders that Submit Proof of Registration will be considered.</p> <p>It is Mandatory to Attach to this Bid a CSD Registration Report (Not older than Fourteen (14) Days). Bidders must comply to the following Minimum Criteria on the CSD Report:</p> <p>a. i. Supplier <u>must</u> be Tax Compliant.</p> <p>ii. Banking Details <u>must</u> be Verified Successfully.</p> <p>iii. Supplier <u>must</u> have a "Physical Address Type".</p> <p>iv. CSD Report <u>must</u> reflect the Commodity or Service the Company is Bidding for.</p> <p>Failure to do so will invalidate the Bid.</p>	
b.	<p>Signed SBD 1, 3, 4: Failure to fully complete and sign where applicable any of the SBD Documents and submitted the original by the closing date and time will invalidate the Bid. Original SBD Documents must be available on request.</p>	
c.	<p>Signed SBD 6.1: Bidders to submit a Sworn Affidavit (Attached), signed by a Legally Recognised Commissioner of Oath to substantiate the Preference Point (Specific Goal) claimed as per Completed and Signed SBD 6.1, <u>Table 1</u>, by the Closing Date and Time. The Department of Defence reserves the right to verify the truthfulness of the claim. Should Affidavit not be submitted a Zero (0) Point will be allocated. Original SBD Document must be available on request.</p>	
d.	<p>Special Conditions: The attached Special Conditions (Enclosure 2, 3 pages) and Specification SALM 682 Version 01.0/May 2023, form part of the Bid Document and must be signed and returned with Bid. Failure to do so will invalidate the Bid.</p>	

SER NO	MANDATORY CRITERIA	SUBMITTED YES / NO
e.	<u>Applicable valid SANAS Accredited Capability Report (Not older than 12 Months):</u> Failure to submit this Report may render your Bid Null and Void. If the Bidder makes use of a Sub-Contractor, the Sub-Contractor Capability Report must also be submitted.	
	NOTE	NOTED YES / NO
f.	<u>Awarding of Contract:</u> This requirement will be awarded in total to One (1) Service Provider. Failure to submit prices for all items as requested in the SBD 3 (Pricing Schedule) will invalidate the Bid.	_____
g.	<u>Packaging/Delivery:</u> The successful Bidder must deliver items as prescribed in attached Corrugated Board Boxes as per Specification, SALM 108 Version 07.0/January 2023.	_____

2. **PHASE 2:** Price: (Will be according to prices submitted)

Criteria	Points
Price	80/

3. **PHASE 3:** Preferential Points (As per GOVERNMENT GAZETTE NO: 47452). Proof (Sworn Affidavit) to substantiate the Preference Point claimed for Specific Goal as per SBD 6.1, signed by a legally recognised Commissioner of Oath, must be submitted together with Bid.

Criteria	Points
Specific Goal	20/

4. **Preference Points (Specific Goals).** A Bid will not be disqualified from the bidding process if the Bidder does not claim a point as per Specific Goals and does not submit a Sworn Affidavit, to substantiate the Preference Point claimed. Such Bidder will score Zero (0) out of a maximum of Twenty (20) for Preference Point claimed.

5. The point scored for PRICE must be added to point scored for SPECIFIC GOAL contribution to obtain the Bidders total score out of 100.

6. Calculation of SPECIFIC GOAL. Points must be awarded to a Bidder for attaining the Specific Goal Contributor Level in accordance with the Table below:

STATUS LEVEL	SPECIFIC GOAL CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
Level 1	51% Owned by Black Women Military Veterans	20
	or	
	51% Owned by Black Youth	
	or	
	51% Owned by Black People with Disability	
Level 2	51% Owned by Black Male Military Veterans	18
	or	
	51% Owned by People with Disability	
	or	
	51% Owned by Black Women EMEs	
Level 3	51% Owned by Women Military Veterans	16
	or	
	51% Owned by Black Male EMEs	
	or	
	51% Owned by Women EMEs	
	or	
	51% Owned by Black Women QSEs	
Level 4	51% Owned by Male Military Veterans	14
	or	
	51% Owned by Youth	
	or	
	51% Owned by any other EMEs	
	or	
	51% Owned by Black Male QSEs	
	or	
	51% Owned by Women QSEs	
Level 5	51% Owned by any other QSEs	12
Level 8	Non-Compliant Contributor	0



RESTRICTED



Enclosure 2-1

SPECIAL CONDITIONS FOR THE CUT, MAKE, TRIM AND SUPPLY OF SLACKS, WOMEN'S, SAAF; SERVICE DRESS; QUARTER ELASTIC

GENERAL

1. **General Bid Conditions (GBCs) and General Conditions of Contract (GCC).** The conditions contained in GBCs and the GCC's and all other conditions will apply.
2. **Special conditions on the Award Of Bid.** The South African Air Force reserves the right to award a bid as a whole to one bidder.
3. **Break-out procurement.** The department reserves the right to, in support of government initiative to promote Small Business and in accordance with the National Small Business Act, 1996 (Act no 102 of 1996), consider the breakout of procurement into smaller segments. This implies that the bid can be allocated to more than one contractor, in manageable segments, and according to the predetermined capacity of smaller enterprises. The department will in all cases indicate the intention, elsewhere in the bid document, to apply the breakout procurement principles.

STANDARDS

4. **SANA's Capability Report.** It is the condition of the bid that all bidders to the SA National Defence Force submit a SABS capability report that not older than twelve (12) months, which indicate the capability to manufacture the specific items bided for with their bid. The HDI/SMMs are to approach the SABS to ascertain if they qualify for Government subsidies. Failure to submit this report may render your bid null and void. This report can only be obtained from the SABS and cost incurred is for the account of the bidder.
5. **Capability Report Preferences.** The South African Air Force reserves the right to give preference to bidders with a capability of 80% or higher.
6. **Rating per garment.** As this is a cut, make, trim and supply item the SAAF requires the rating per shirt. This will be utilised to determine the fabric required by the manufacturer for production.
7. **SANS and CKS specifications.** The SANS and CKS specifications, if requested in this bid are obtainable from the Director, SA Bureau of Standards, Pretoria, Cape Town, Durban and Port Elizabeth.
8. **References.** The ability of the bidder to carry out the contract successfully will be taken into account fully during the consideration of bids. This includes where necessary, an investigation of the bidder's financial position, previous contracts successfully completed, availability of skills and knowledge, ability to manufacture large quantities, previous experience wrt workmanship, existing work load, after sales service (if applicable), visits to point of manufacture, etc.
9. **Colour Standard (where applicable).** In the event of it being required that the material specified must match a specified colour standard, such colour is to be approved by the appointed test house/SAAF prior to the purchasing or manufacturing of bulk quantities required for garment production.



RESTRICTED



Enclosure 2-2

SPECIAL CONDITIONS FOR THE CUT, MAKE, TRIM AND SUPPLY OF SLACKS, WOMEN'S, SAAF; SERVICE DRESS; QUARTER ELASTIC

PRE-PRODUCTION SAMPLES, TESTS, ANALYSIS AND INSPECTIONS

10. **Pre-production Samples.** It is expected from the successful bidder to submit three (3) pre-production samples of different sizes and trim charts to the South African Air Force System Manager for submission to the appointed test house for testing and sealing. Unless otherwise stipulated by the South African Air Force System Manager, Pre-Production Samples (PPS) must be submitted within 30 calendar days from receipt of fabric supplied by the South African Air Force. The South African Air Force System Manager will arrange for the required fabric to be delivered to the successful bidder within 21 calendar days from receipt of the official Government Order. In the case of a failure or non-submission a new PPS is to be submitted to the test house within 14 calendar days after the **relevant institution notified** the contractor of the findings regarding the pre-production sample. If the PPS either fails again or is not submitted the contractor has 7 calendar days to re-submit a new PPS. Failure to deliver the samples within the specified time and according to the required specification(s) will lead to cancellation of the contract and the commencement of paragraph 21 of the General Conditions of the Contract (GCC).

IMPORTANT: It must be noted that a PPS not submitted on the correct date will be considered a failure.

11. **Commencement with production.** Mass production shall only commence after the South African Air Force System Manager has arranged and completed a pre-production meeting at the manufacture's premises as well as the successful evaluation of the pre-production sample. At this meeting, specification, production plans, packaging, consignment inspections, critical performance areas and delivery requirements will be discussed and agreed by all parties concerned. NB It must be pointed out that bidders for imported products must include all cost incurred for the pre-production meeting and inspection during manufacture, taking place outside the RSA in the bid price. The pre-production meeting will be attended by a representative from the appointed test house, the purchasing office and the Product System Manager. The Department maintains the right to waive the pre-production meeting in the event of time/budget constraints.

12. **In Process Inspections.** The South African Air Force System Manager may request In Process Inspections for certain items as determined from time to time. The cost of these inspections will in the case of local manufacturers be for the South African Air Force's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.

13. **Consignment Inspections.** The acceptance of all goods/materials ordered on contract as a result of this bid will be subject to inspection/testing by the appointed test house for compliance with specification(s). The South African Air Force System Manager reserves the right to have these inspections at the delivery point stipulated in the bid documents. The cost of these inspections will in the case of local manufacturers be for the South African Air Force's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor including transport costs. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.



RESTRICTED



Enclosure 2-3

**SPECIAL CONDITIONS FOR THE CUT, MAKE, TRIM AND SUPPLY OF
SLACKS, WOMEN'S, SAAF; SERVICE DRESS; QUARTER ELASTIC**

DELIVERY AND DOCUMENTS

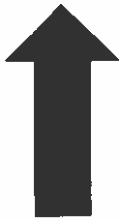
14. Delivery requirement of the containers (corrugated board boxes). The supplier can contact the South African Air Force if they need a colour copy of Specification number SALM 108 Version 07.0/January 2023 for corrugated board boxes for clothing as each year of manufacture has a different colour code. DSS General Commodities email address is systemmdss@gmail.com.

15. The contents of these special conditions have been noted and accepted.

Signature(s) of bidder or assignee(s)

Name:

Representing:



SECURITY

GROUND

SECURITY BOOMS

ROBOT

GODIVA ROAD

**Parking
Area**

**AIR FORCE MOBILE
DEPLOYMENT WING
(SAAF MUSEUM)**

**SAAF
PROCUREMENT
UNIT
TENDER
BOX**

NORTH

**R
1
0
1
O
L
D
J
O
H
A
N
N
E
S
B
U
R
G
R
O
A
D**

**AIR FORCE
MOBILE
DEPLOYMENT
WING (WEST)**

**V
I
N
D
E
L
L
A
R
O
A
D**



IMPORTANT NOTES

PLEASE TAKE NOTE THAT YOU MAY ONLY MAKE USE OF ONE OPTION TO RESPOND TO THE BID.

THE BID DOCUMENTATION, MUST BE PRINTED, COMPLETED AND RETURNED BY MEANS OF,

OPTION 1: ONLY HAND DELIVERED (IN SEALED ENVELOPE) OR SUBMITTED IN THE BID BOX OF THE SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT.

ADDRESS: MAIN ENTRANCE OF AIR FORCE MOBILE DEPLOMENT WING (SAAF MUSEUM), OLD JOHANNESBURG ROAD (ACROSS FROM GODIVA ROAD), VALHALLA.

BID BOX: SAME ADDRESS AS ABOVE.

ROAD MAP ATTACHED FOR EASY REFERENCE

SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CLOSING DATE OF BID: 11 OCTOBER 2023

NUMBER: SPU/B/DSS/043/23

CLOSING TIME OF BID: 11:00 AM

NAME OF BIDDER:

VALIDITY PERIOD: 120 DAYS

QUESTIONNAIRE PER ITEM [TICK THE APPLICABLE BOXES]

Period (in days) required for Completing of Delivery?

Please state Percentage Profit before Tax?

The Department of Defence Prefers Firm Prices.

Price Firm?

YES ☐ NO ☐

Delivery period Firm?

YES ☐ NO ☐

Comply with Description as requested?

YES ☐ NO ☐

If not, state Deviations?

Will a Government Order be Accepted?

YES ☐ NO ☐

Are you Registered in terms of Section 23 (1) or 23 (3) of the Value Added Tax (Act No. 89 of 1999)?

YES ☐ NO ☐

VAT Registration Number:

Company Registration Number:

Confirm that in the event of a contract be concluded, it will be In terms of the Attached General Bid Conditions (GBC) and General Conditions of Contract (GCC) content, of which you are fully Acquainted with:

If Trade Discount is offered, is it included in the Price?

YES ☐ NO ☐

PREFERENCE MAY BE GIVEN TO EARLIEST FIRM DELIVERY, ITEM/S URGENTLY REQUIRED.

IMPORTANT!!! Prices not reflected on the official Bid Documentation provided as part of this Bid will not be taken into consideration.

PLEASE NOTE THAT PRICES INDICATED IN THIS DOCUMENT WILL BE TAKEN AS VAT INCLUSIVE.

This requirement may be Awarded in Total to One (1) Bidder or per Individual Item (More than One (1) Bidder).

The obligation to Pay Sub-Contractor/s is my own Responsibility.

YES ☐ NO ☐

You are requested to make a Copy of the completed Bid for your own record keeping. Is this Noted?

YES ☐ NO ☐

Has your Company's Sworn Affidavit been Attached? Failure to do so will result in No Points being allocated for Goal claim. Is this Noted?

YES ☐ NO ☐

Has a valid CENTRAL SUPPLIER DATA BASE (CSD) REGISTRATION REPORT (Not older than Fourteen (14) Days) been submitted? Failure to submit will invalidate the Bid.

YES ☐ NO ☐

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT					
BID NUMBER:	SPU/B/DSS/043/23	CLOSING DATE:	11 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	CUT, MAKE, TRIM AND SUPPLY OF SLACKS WOMEN'S SAAF SERVICE DRESS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
MAIN ENTRANCE OF SOUTH AFRICAN MOBILE DEPLOYMENT WING (MUSEUM SIDE)					
OLD JOHANNESBURG ROAD (ACROSS FROM GODIVA ROAD)					
VALHALLA					
0137 (SEE ATTACHED MAP)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	FLIGHT SERGEANT F.M. CHOBA		CONTACT PERSON	WARRANT OFFICER T. POLLOCK	
TELEPHONE NUMBER	(012) 351 2502		TELEPHONE NUMBER	(012) 351 5186 / 5184	
FACSIMILE NUMBER	(012) 351 2340		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Magrietha.VanHeerden@dod.mil.za		E-MAIL ADDRESS	N/A	
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 _____
[A CSD REGISTRATION REPORT NOT OLDER THAN FOURTEEN (14) DAYS MUST BE SUBMITTED WITH BID. SWORN AFFIDAVIT ALSO TO BE SUBMITTED WITH BID TO SUBSTANTIATE SPECIFIC GOAL POINTS CLAIMED]					
CSD REGISTRATION REPORT ATTACHED NOT OLDER THAN FOURTEEN (14) DAYS:	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		SWORN AFFIDAVIT SUBMITTED FOR SPECIFIC GOAL POINTS CLAIMED AS PER SBD 6.1		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
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, 2022, GENERAL BID CONDITIONS (GBC), 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:

.....



Request for Bid : SPU/B/DSS/043/23

Author: F.M. Choba
Date: 09/14/2023 13:37:46

Bid No.	SPU/B/DSS/043/23	Document Type	Request for Bid Open
Document No:	0000482919	Company Name:	
Description:	Cut, Make, Trim, and Supply of Slacks Ladies SAAF, Service Dress, Quarter Back Elastic.	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2023/10/11 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:		Email:	

PRICING SCHEDULE

No.					
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-184-1818	SLACKS, WOMENS, SAAF, SERVICE DRESS, QUARTER ELASTIC, REGULAR SIZE: 32R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment		Lead Time	Quantity Required	Quantity Available	
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0MAY 2023.			80		
Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-181-0634	SLACKS, WOMEN'S, SAAF; SERVICE DRESS QUARTER ELASTIC, REGULAR SIZE: 34R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-182-1034	SLACKS WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, REGULAR SIZE: 36R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION VERSION 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-184-1813	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, REGULAR SIZE: 38R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-181-0629	SLACKS, WOMEN'S, SAAF SERVICE DRESS, QUARTER ELASTIC, REGULAR SIZE: 40R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-182-1027	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, REGULAR SIZE: 42R.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
	SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.	Lead Time	Quantity Required	Quantity Available	
			80		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

6

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-182-1030	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 32L	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
	SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.	Lead Time	Quantity Required	Quantity Available	
			80		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

7

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-184-1811	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 34L	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
	SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.	Lead Time	Quantity Required	Quantity Available	
			80		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

8

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-181-0628	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 36L	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
	SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.	Lead Time	Quantity Required	Quantity Available	
			100		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

9

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-182-1026	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 38L.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
80					

10

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-184-1809	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 40L.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
80					

11

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-181-0626	SLACKS, WOMEN'S, SAAF, SERVICE DRESS, QUARTER ELASTIC, LONG SIZE: 42L.	10 AD UNIFORM MAINTENANCE CENTRE		Pair	
Line Comment					
SEE ATTACHED SPECIFICATION SALM 682 VERSION 01.0/MAY 2023.					
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
80					

12

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
-Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites (!) or attached.
The awarding of the price quotation as determined by (Department of Defence).
The following is hereby certified:
This offer is correct and any mistakes will be at my risk
I accept responsibility for the execution of all obligations entrusted upon me.
I did not participate in any collusive practices with any other supplier or any other person regarding
this price quotation or any other price quotation.
I am duly authorized to sign the price quotation.
The offer is inclusive of value Added Tax

Name: Capacity:

Signature: Date:

Price Firm Y/N		Grand Total Including Vat:	
Do You Accept Government Orders Y/N		Brand & Model	
Comply with Specification Y/N		Delivery Period Firm Y/N	
		If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE 8628 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability	LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMEs	LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMEs / 51% owned by Black Women QSEs/51% owned by Women EMEs	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs

Level 5: 51% owned by any other QSEs

LEVEL 7	✓
LEVEL 8	✓
NON-COMPLIANT	✓

Attachment Description

Attachment File Name

PRIVATE SPECIFICATION

Prepared for the

South African Air Force



**LADIES' SLACKS, SERVICE DRESS,
QUARTER BACK ELASTIC (NO POCKETS)**



SALM 682

Version 01.0/May 2023

1. Scope

This specification covers the material, cut and make of service dress slacks with quarter back elasticated waistband for female personnel of the South African Air Force.

2. Definitions and Abbreviations

For the purpose of this specification the definitions given in SANS 10371 "Terms and definitions for clothing" and the following shall apply:

acceptable: acceptable to the South African Air Force

nominal: subject to the tolerances normal to good manufacturing practice

SANS: South African National Standard

3. Style

- ♦ separate waistband
 - fastens with a button and buttonhole
 - quarter elastic at the back waistband
- ♦ front slide fastener fly
- ♦ plain fronts
- ♦ have front waist darts
- ♦ have inlays
- ♦ plain bottoms

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 2 of 18

4. Illustrations

Illustrations are not to scale and are for guidance only.

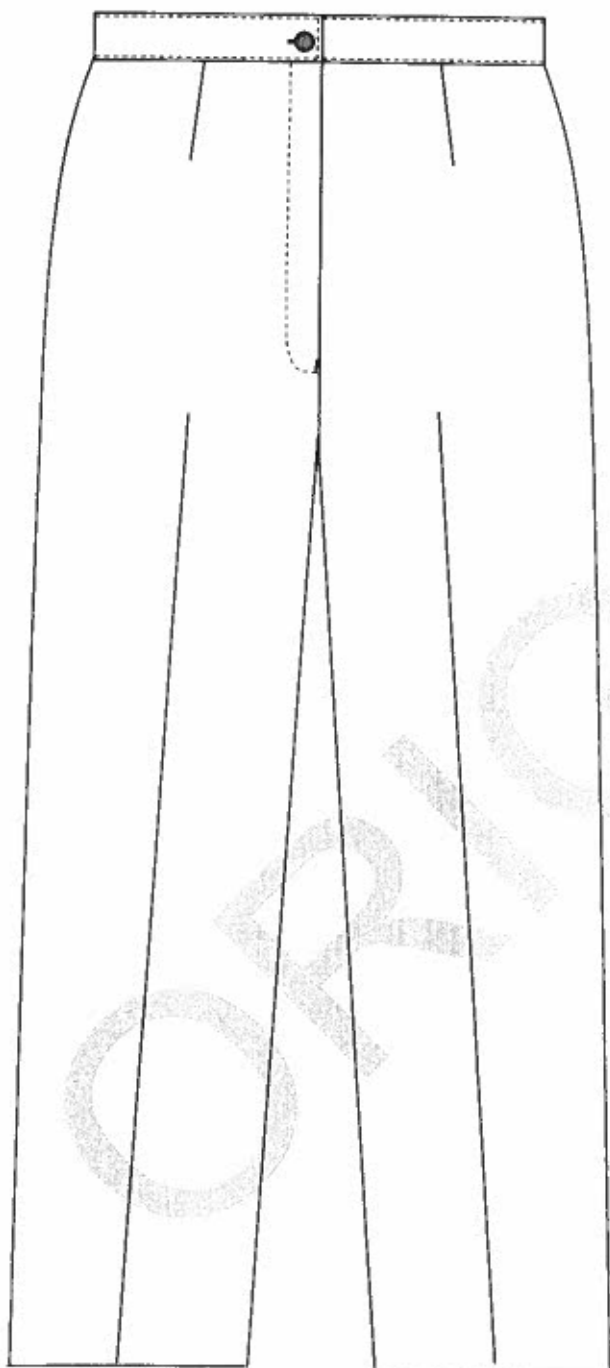


Figure 1 – Front

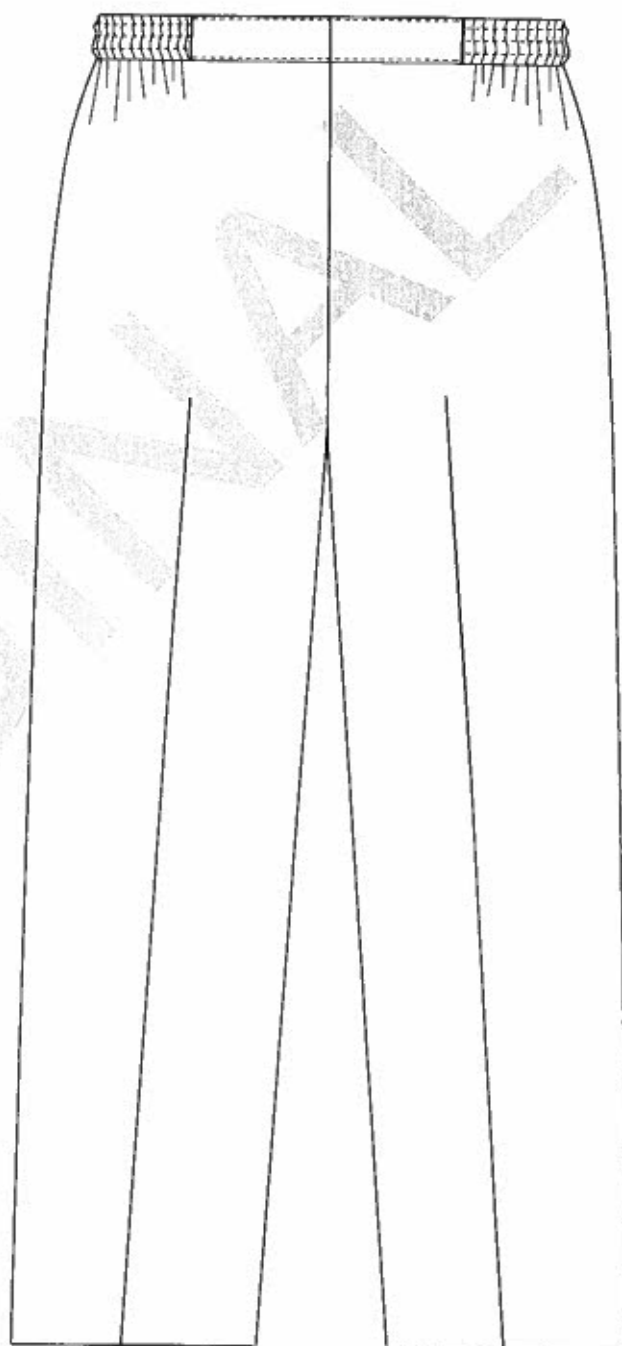


Figure 2 - Back

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 3 of 18

5. Client Furnished Materials

The outer material shall be supplied by the South African Air Force:

Outer material

- ♦ to comply with the requirements of SALM 475 "Polyester-wool fabrics" or alternatively it shall comply with type 39 of SANS 985 "Polyester-and-wool uniform fabrics"
- ♦ colour to be a match in terms of SANS 10076-5 "The assessment of defects in textile piece-goods and made-up articles, Part 5: Defects in woven woollen and worsted piece-goods" to colour No 461-06c "SAAF Dark blue grey" of CKS 129¹ "Colours for textiles"
- ♦ quantity supplied shall be in accordance with the material ratings agreed upon between the South African Air Force and the successful tenderer in order to fulfil the contract
- ♦ outer material for pre-production samples and for testing purposes to be estimated and rated additionally

6. Component Materials

The following materials shall be supplied and used by the manufacturer. Trim charts shall also be submitted by the manufacturer (see Annex A).

6.1 Interlining

- ♦ an acceptable fusible woven or non-woven interlining
- ♦ to comply with the requirements of SANS 1254 "Fusible interlinings"
- ♦ colour to be an acceptable match to the colour of the outer material (or black)
- ♦ suitable for use in garments which may be washed
 - capable of withstanding the same washing and drying procedures as specified for the outer material

The selection of interlining of appropriate mass per unit area to be determined by consultation with the supplier of the interlining. The contractor will be held responsible for the performance of the interlining. The purchaser reserves the right to change the type of interlining used during production should the appearance of the finished garments be unsatisfactory.

6.2 Buttons

- ♦ four-hole plastics
- ♦ of nominal diameter 14 mm
- ♦ to comply with the requirements of SANS 1457 "Plastics buttons"
- ♦ dope-dyed
- ♦ fully impregnated
- ♦ colour to be an acceptable match to the colour of the outer material

¹ See Annex B.

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 4 of 18

6.3 Slide fastener

- ♦ to comply with the requirements of SANS 1822 "Slide fasteners"
- ♦ one-way closed-end that complies with Class B slide fasteners of SANS 1822 "Slide fasteners"
 - normal design (see 4.2 (a) (1) of SANS 1822)
- ♦ synthetic chain with lock
- ♦ one-way closed end
- ♦ colour to be an acceptable match to the colour of the outer material

6.4 Elastic webbing

- ♦ to comply with the requirements for type 1 of SANS 142 "Narrow elastic fabrics and strip"
- ♦ of nominal width 35 mm
- ♦ colour to be black

6.5 Tape

- ♦ acceptable woven tape
- ♦ of finished width 6 mm – 8 mm
- ♦ colour to be black

6.6 Threads

- ♦ to comply with relevant requirements of SANS 1362 "Sewing threads"
- ♦ colour to be an acceptable match to the colour of the outer material

Sewing, buttonhole and top-stitching thread:

- ♦ polyester-and-cotton core-spun **OR** staple polyester
- ♦ ticket No 80

Overlocking thread:

- ♦ crimp-textured polyester **OR** crimp-textured polyamide
- ♦ ticket No 120 or Ticket 140

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 5 of 18

7. Workmanship

The slacks shall be:

- ♦ cut and made with first-class workmanship throughout
- ♦ of uniform and acceptable make, colour and finish

Shall be free from:

- ♦ defects, that affect their appearance or may affect their serviceability (or both)
- ♦ marks
- ♦ spots
- ♦ stains, incurred in the making-up

Seams and stitches shall be:

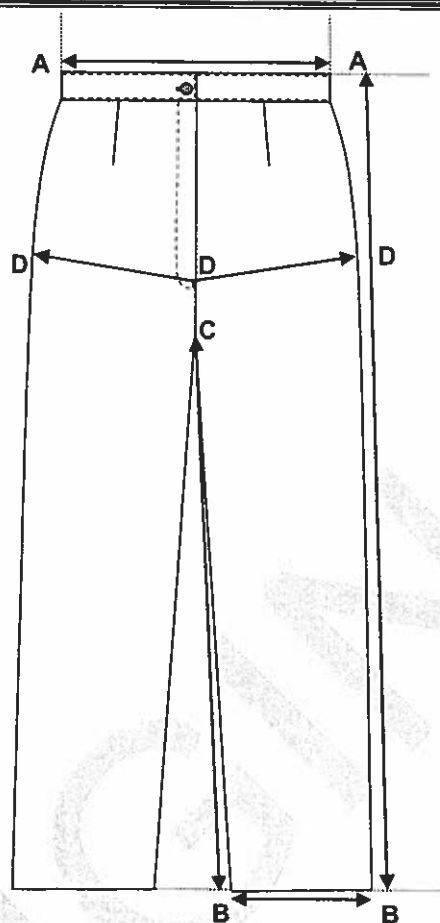
- ♦ smooth and uniform
- ♦ free from twists, pleats and puckers
- ♦ sufficiently extensible to avoid seam cracking and undue shrinkage in use

Ends of sewing shall be:

- ♦ trimmed and loose threads removed and back-tacked if unsecured

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 6 of 18

8. Sizes



MEASURING POINT		DESCRIPTION
A – A	Extended Waist circumference	Measure across at the top edge of the waistband, with elastic fully extended, and multiply by two.
A – A	Relaxed Waist circumference	Measure across at the top edge of the waistband, with waistband relaxed, and multiply by two.
C – B	Inside leg length	Measure from the crotch seam to the bottom edge of the leg.
A – B	Outside leg length	Measure from the top edge of the waistband to the bottom edge of the leg.
D – D	Hip circumference	Measure across the width of the garment, in a V-formation, 20 cm to 22 cm below the top edge of the waistband (all three points) at hip level (widest point) and multiply by two.
B – B	Bottom hem circumference	Measure across the width at the bottom edge of the garment and multiply by two.

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 7 of 18

Table 1 – Size range: Regular

1	2	3	4	5	6	7	8	9
National Stock Number	Size designation ¹	To fit hip In cm ²	Nominal finished garment measurements, cm					
			Relaxed waist ³	Extended Waist	Inside leg length	Outside leg length	Hip circumference	Bottom hem circumference
REGULAR								
18-184-1818	32 R	92	67	77	74	101	100	40
18-181-0634	34 R	97	72	83	74	102	105	40
18-182-1034	36 R	102	77	88	74	103	110	41
18-184-1813	38 R	107	82	92	74	104	115	41
18-181-0629	40 R	112	87	98	74	105	120	42
18-182-1027	42 R	117	92	104	74	105	125	42
18-184-1814	* 44 R	122	97	110	74	105	130	43
18-181-0630	46 R	127	103	113	74	106	136	43
18-182-1029	48 R	132	109	120	74	106	142	44
18-184-1815	50 R	137	115	125	74	107	148	44
18-181-0631	52 R	142	121	130	74	108	154	45
<div>1) Based on the hip girth, of the intended wearer, based on the following proportions: Size 36 bust = 92 cm that correlates with a hip of 92 cm + 10 cm = 102 cm hip. *Increments are larger from size 44.</div> <div>2) The hip girth, in centimetres, of the intended wearer.</div> <div>3) Given for guidance.</div>								

Table 2 – Size range: Long

1	2	3	4	5	6	7	8	9
National Stock Number	Size designation ¹	To fit hip in cm ²	Nominal finished garment measurements, cm					
			Relaxed waist ³	Extended Waist	Inside leg length	Outside leg length	Hip circumference	Bottom hem circumference
LONG								
18-182-1030	32 L	92	67	77	79	106	100	40
18-184-1811	34 L	97	72	83	79	107	105	40
18-181-0628	36 L	102	77	88	79	108	110	41
18-182-1026	38 L	107	82	92	79	109	115	41
18-184-1809	40 L	112	87	98	79	110	120	42
18-181-0626	42 L	117	92	104	79	110	125	42
18-182-1023	* 44 L	122	97	110	79	110	130	43
18-184-1810	46 L	127	103	113	79	111	136	43
18-181-0627	48 L	132	109	120	79	111	142	44
18-182-1024	50 L	137	115	125	79	112	148	44
18-184-1807	52 L	142	121	130	79	113	154	45
<div>1) Based on the hip girth, of the intended wearer, based on the following proportions: Size 36 bust = 92 cm that correlates with a hip of 92 cm + 10 cm = 102 cm hip. *Increments are larger from size 44.</div> <div>2) The hip girth, in centimetres, of the intended wearer.</div> <div>3) Given for guidance.</div>								

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 8 of 18

9. Make

Illustrations are not to scale and are for guidance only, and unless inconsistent with the text, all measurements are nominal.

9.1 Fronts

- ♦ have a fly opening
 - laps right over left
- ♦ fasten with a slide fastener
- ♦ each front to be fitted with a waist dart of appropriate length and position

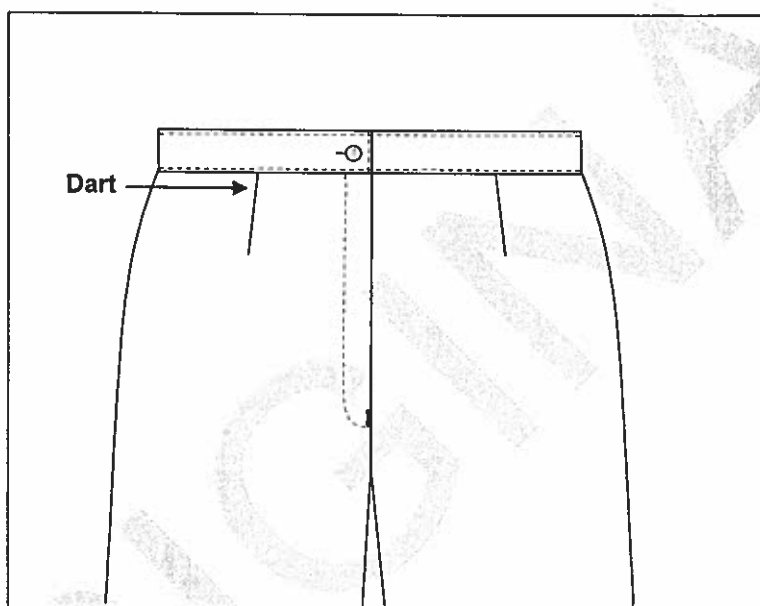


Figure 3 – Plain fronts with darts

9.2 Fly

- ♦ lined with outer material
- ♦ interlined with interlining
- ♦ of finished width 40 mm
- ♦ sewn down 30 mm – 32 mm from the front edge
- ♦ fitted with a slide fastener
- ♦ overlapping right over left
- ♦ vertically bar-tacked at the bottom of the fly opening
- ♦ overlocked along the free edges

9.3 Fly-catch

- ♦ be of folded outer material
- ♦ be of finished width 40 mm (measured from the front-to-fly-catch seam to free edge of fly-catch)
- ♦ be interlined with interlining
- ♦ overlocked along the raw edges

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 9 of 18

9.4 Back

- ◆ be plain

9.5 Waistband

- ◆ cut in **SIX** sections
 - two front sections
 - two side back section
 - two centre back sections
- ◆ of double folded outer material
- ◆ of nominal finished width 35 mm
- ◆ such that the two side back sections are ruched with elastic webbing
 - ruched with two equidistantly spaced rows of stitchings
 - of such length that the relaxed and extended waist measurements shall comply with columns 4 and 5 of tables 1 and 2
 - centre back section sections (plain sections between the ruched sections) shall be interlined with interlining and edge-stitched 2 mm along the top and bottom edges
- ◆ such that the front sections are
 - plain
 - interlined with interlining
 - boxed at the outer ends
 - edge-stitched 2 mm along all edges
- ◆ fastened with a button and buttonhole

Buttonhole shall be:

- ◆ trouser type, horizontal
- ◆ neatly made and barred at the ends
- ◆ of length 20 mm
- ◆ centrally positioned in the right front waistband
- ◆ positioned 10 mm from the front edge of the waistband

Button shall be:

- ◆ positioned in line with the centre front
- ◆ in a corresponding position to that of the buttonhole

9.6 Bottoms

- ◆ plain
- ◆ raw edges to be overlocked
- ◆ folded in 50 mm
- ◆ blind-felled

9.7 Hanger loops

- ◆ of tape
- ◆ of finished length 10 cm (after being folded double)
- ◆ secured on the inside at each side seam

9.8 Inlays

- ◆ to be at waistband, waistband lining and centre back seam
- ◆ to be of finished width 25 mm (50 mm = total width)
- ◆ overlocked along the free edges

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 10 of 18

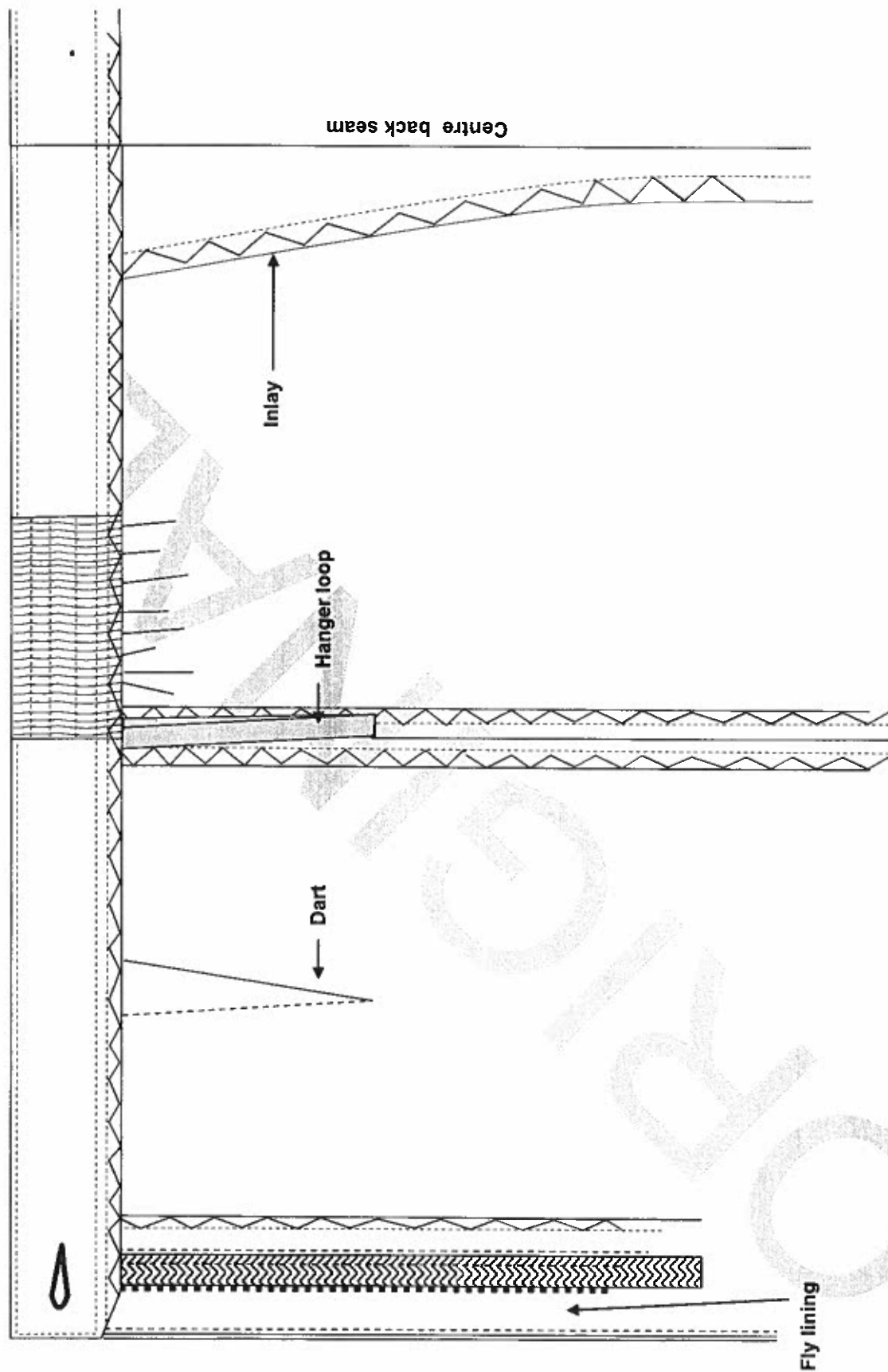


Figure 4 – Right inside view

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 11 of 18

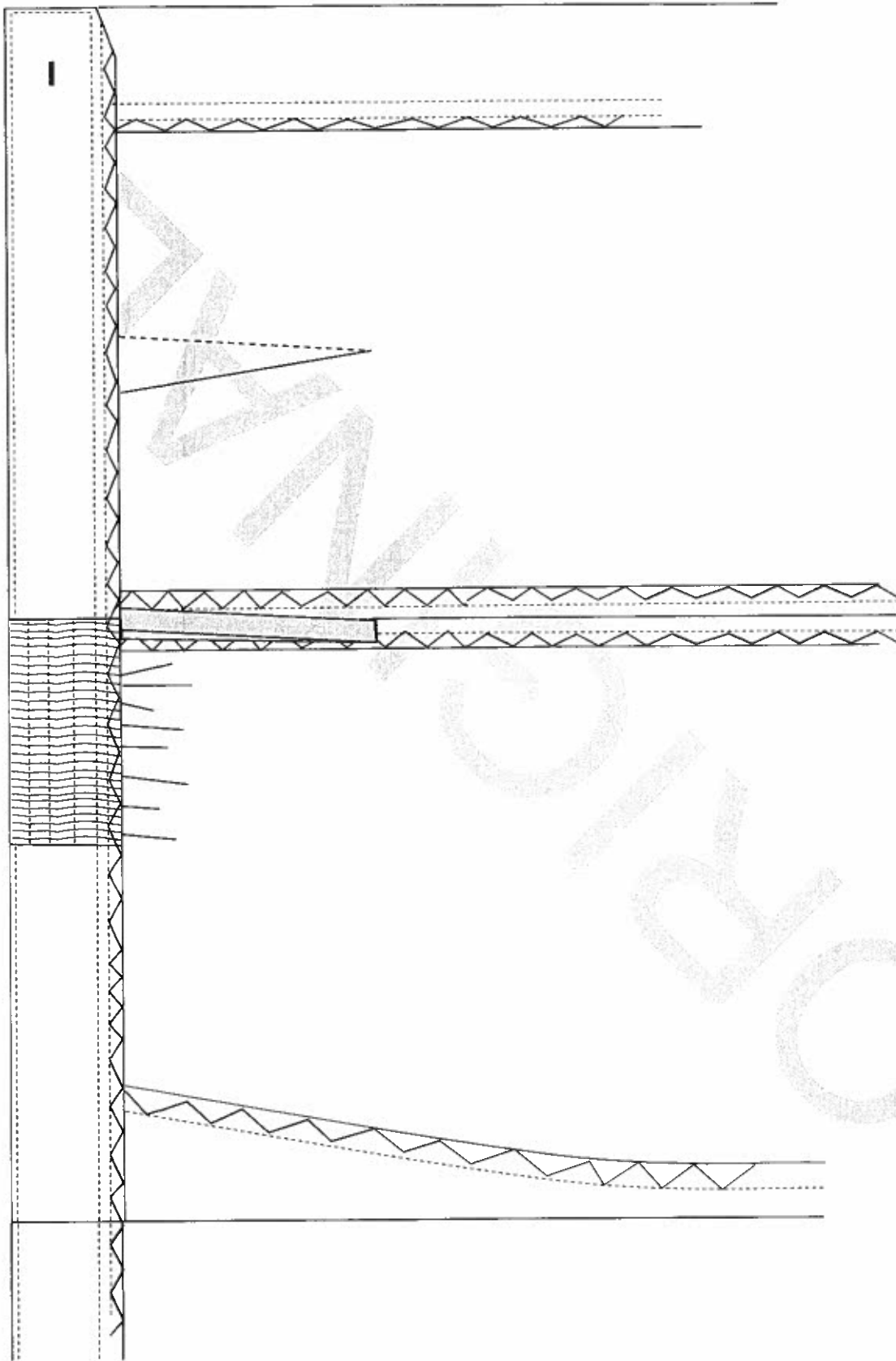


Figure 5 – Left inside view

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 12 of 18

10. Stitches, Seams and Stitchings

10.1 Stitches

Main seaming: single needle lock stitch or acceptable alternative stitch that will improve strength of seam

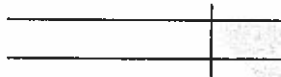
overlocking: three-thread overlocking stitch

all other stitches: single needle lock stitch

10.2 Seams

Seams to be at least 10 mm wide (unless otherwise stated):

Side seams, inside leg and seat seam: seam type SSa followed by EFd and pressed open



Superimpose two or more plies of material and seam with one row of stitches positioned at the specific distance(s) from the aligned edges.

10.3 Stitchings

Exposed raw edges: stitching type EFd



Stitch over the edge of a ply of material with one row of stitches.

Bottom hems: stitching type EFI



Fold back the edge of a ply of material and so stitch with one row of stitches that the stitches overedge the edge, the needle only partially penetrates the body material, and the stitches do not show on the outer surface of the material.

10.4 Number of stitches

The determination of sewing stitches per unit length: use SANS 5278 "Sewing stitches per unit length"

Seaming and top-stitching: 40 ± 4 per 10 cm

buttonholes: 12 ± 1 per 1 cm

overlocking: 32 ± 4 per 10 cm

buttons: 16 ± 1 per button

bar-tacks: 32 ± 4 per 10 cm

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 13 of 18

11. Care-labelling and marking

11.1 Label properties

All labels shall:

- ♦ be white woven rayon labels that are printed
- ♦ comply with SANS 1309 "Printed labels for textiles"
 - information to be in legible and indelible block letters of height at least 3 mm
- ♦ permanently secured
- ♦ be such that they outlast the garments (including the markings)

11.2 Care-labelling







- ♦ Each garment to have a label that is permanently secured
 - to provide appropriate care instructions (in accordance with SANS 10011 "Care-labelling of textile piece-goods, textile articles and clothing" and table 3) in words and symbols
 - to provide the fibre composition of the fabric in accordance with the requirements of SANS 10235 "Fibre content labelling of textiles and textile products"

11.3 Marking

- ♦ Each pair of slacks to have, sewn in with the back waistband, a label that provides the following information:
 - the National Stock Number
 - the size designation
 - the manufacturer's name or trade mark or both
 - the year of manufacture
 - the VAT no of the contractor
 - the country of origin, i.e. "Made in the RSA"

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 14 of 18

Table 3 – Care instructions

	<i>Wash at 40°C maximum</i>
	<i>Do not bleach</i>
	<i>Do not tumble dry</i>
	<i>Cool iron 110°C maximum</i>
	<i>Dry cleanable¹</i>
	<i>Dry in the shade²</i>
¹ Dry cleaning in tetrachloroethene and all solvents listed for the symbol F; Normal process. ² Any of the natural drying processes, as long as it is in the shade.	

12. Packaging and marking of packaging

12.1 Packing

12.1.1 The slacks shall be:

- ♦ delivered in a pressed and commercially dry condition
- ♦ so packed that they will not be damaged in transit or in storage
- ♦ neatly packed in a plastics bag of suitable size and shape
- ♦ unless otherwise specified in the order or contract, acceptably packed for transportation in bulk containers that comply with the requirements of SALM 108 "Corrugated board boxes for clothing"

12.1.2 Slacks:

- ♦ of the same size designation to be packed together in a bulk container (unless quantities ordered are such that packing together of the same size only is not justified)
- ♦ of different size designations may also be packed together to accommodate the last part of an order or contract

12.2 Marking

12.2.1 Plastics bags

Each bag to be clearly marked with the following information:

- ♦ the designation
- ♦ the size designation
- ♦ the National Stock Number

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 15 of 18

12.2.2 Bulk containers

Each bulk container shall be labelled as given in paragraph 11.2 of SALM 108 "Corrugated board boxes for clothing".

12.3 Additional marking

When so required by the South African Air Force, slacks, plastics bags or containers (or any combination of these) to bear information additional to that specified above.

13. Normative References

The following documents contain provisions which, through reference in this text, constitute provisions of this specification. All documents are subject to revision and, since any reference to a document is deemed to be a reference to the latest edition of that document, parties to agreements based on this specification are encouraged to take steps to ensure the use of the most recent editions of the documents indicated below. Information on currently valid national, international and CKS documents may be obtained from the South African Bureau of Standards '.

SALM 108, *Corrugated board boxes for clothing.*

SANS 142, *Narrow elastic fabrics and strip.*

SANS 1254, *Fusible interlinings.*

SANS 1309, *Printed labels for textiles.*

SANS 1362, *Sewing threads.*

SANS 1457, *Plastics buttons.*

SANS 1822, *Slide fasteners.*

SANS 5278, *Sewing stitches per unit length.*

SANS 10011, *Care-labelling of textile piece-goods, textile articles and clothing.*

SANS 10235, *Fibre-content labelling of textiles and textile products.*

SANS 10371, *Terms and definitions for clothing.*

14. References

CKS 129, *Colours for textiles.*

SALM 475, *Polyester-wool fabrics.*

SANS 985, *Polyester-and-wool uniform fabrics.*

SANS 10076-5, *The assessment of defects in textile piece-goods and made-up articles, Part 5: Defects in woven woollen and worsted piece-goods.*

* SABS: Tel. +27 (0) 12 4287911

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 16 of 18

ANNEX A

(Normative)

Special conditions of bid

A-1 GENERAL

- A-1.1** Unless otherwise stated, the South African Air Force or an organization deputed by it shall be the inspecting authority.
- A-1.2** Three pre-production sample slacks (in different sizes), shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these samples shall be accompanied by a trim chart containing a sample of each component material (as given in 6) and the relevant certificates. It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
- A-1.3** The slacks shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any subcontractor where work on slacks supplied to this specification may be in progress
- A-1.4** The contractor shall inspect the finished slacks for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5** Before acceptance, the slacks shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

A-2 DOCUMENTATION

One container of each consignment shall be marked "DOCUMENTS" and in addition to the slacks, shall contain the following:

- a) The packaging slip or delivery note;
- b) where applicable the inspection certificate(s);
- c) a copy of the invoice containing the following information:
 - the order number
 - the financial authority number
 - a full description of the consignment, i.e. National Stock Number, quantity, etc

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 17 of 18

ANNEX B

(Normative)

CKS 129 Colours

Due to the fact that colours can change over a period of time, any colour standard which has been registered for a period of SEVEN YEARS or more shall be considered obsolete. These standards shall then be allocated an archived status (as opposed to current status) and re-registration shall be required.

NOTE 1: Before fabric is sent to the Inspection Authority for colour registration purposes, the successful bidder shall confirm with the Inspection Authority whether a submission is required or not.

NOTE 2: This Annex is only applicable in instances where the tender or contract states that the successful tenderer will supply the relevant outer material.

A. The following scenarios require a submission of three metres of fabric from the successful bidder:

1. A colour standard is archived.
2. First time registration is required (CKS 129 colour number does not exist).
3. The custodian of the CKS 129 library is out of stock.

B. Requirements for the submission of fabric as identified in A:

1. The colour shall be as agreed upon between the South African Air Force and the successful bidder.
2. The fabric shall be used to make new colour swatches which shall be the responsibility of the custodian of the CKS 129 library.
3. The cost of the three metres of fabric shall be incorporated in the relevant bid submission.

For office use only		
HISTORY SHEET		
VERSION	DATE	AMENDMENTS/HISTORY
00.1	December 2022	Use SALM 657 as source document, but omit pockets, pleats and to have ¼ elasticated waistband.
00.2	May 2023	Second draft – Concept of this slacks: To have less ease than SALM 657. Change waist to correlate with NEW extended waist measurement of SALM 657.
01.0	May 2023	First release

Doc No	Date	Responsibility	Version	Page
SALM 682	May 2023	SAAF	01.0	Page 18 of 18

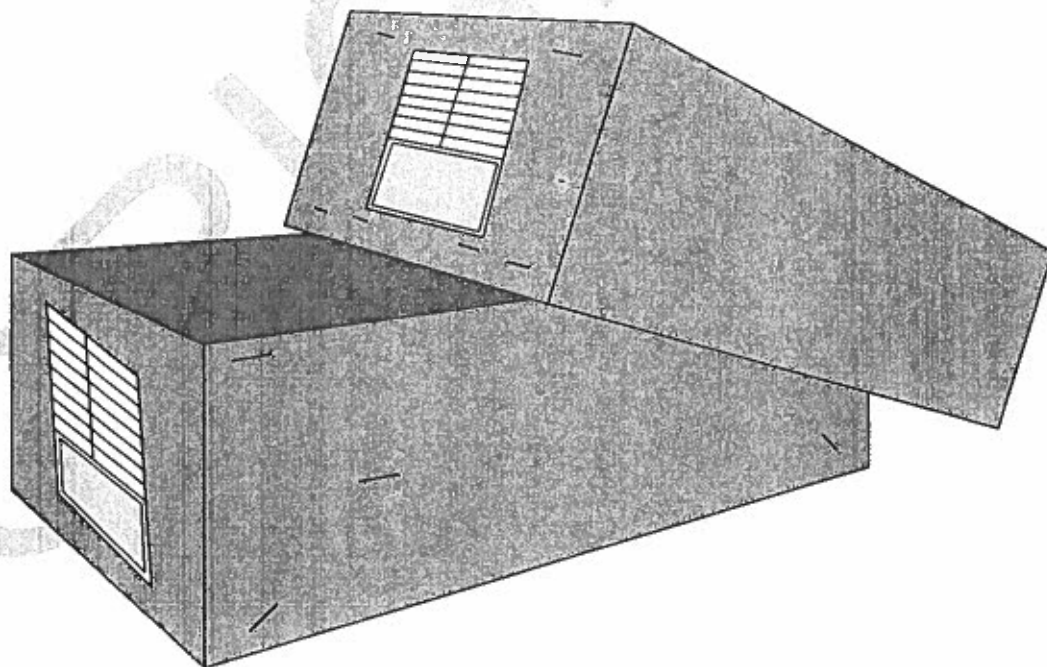
PRIVATE SPECIFICATION

Prepared for the

SOUTH AFRICAN AIR FORCE



**Corrugated Board Boxes for Clothing
(Telescopic Type)**



SALM 108

Version 07.0/January 2023

1. Scope

This specification covers the requirements for the material, design, dimensions, and physical properties of corrugated board components (inner and outer) of telescopic type corrugated board boxes used for packing clothing and footwear for personnel of the South African Air Force.

2. Definitions and Abbreviations

For the purpose of this specification the following definitions shall apply:

where relevant: the definitions given in SANS 431 and SANS 456

acceptable: acceptable to the South African Air Force

FIFO: First in, First out

nominal: subject to the tolerances normal to good manufacturing practice

IFCC: International Fibreboard Case Code

inner component: a component that has sides, ends, and a bottom but no top

outer component: a component that has sides, ends and top but no bottom and that fits telescopically over the inner component

SANS: South African National Standard

3. Style

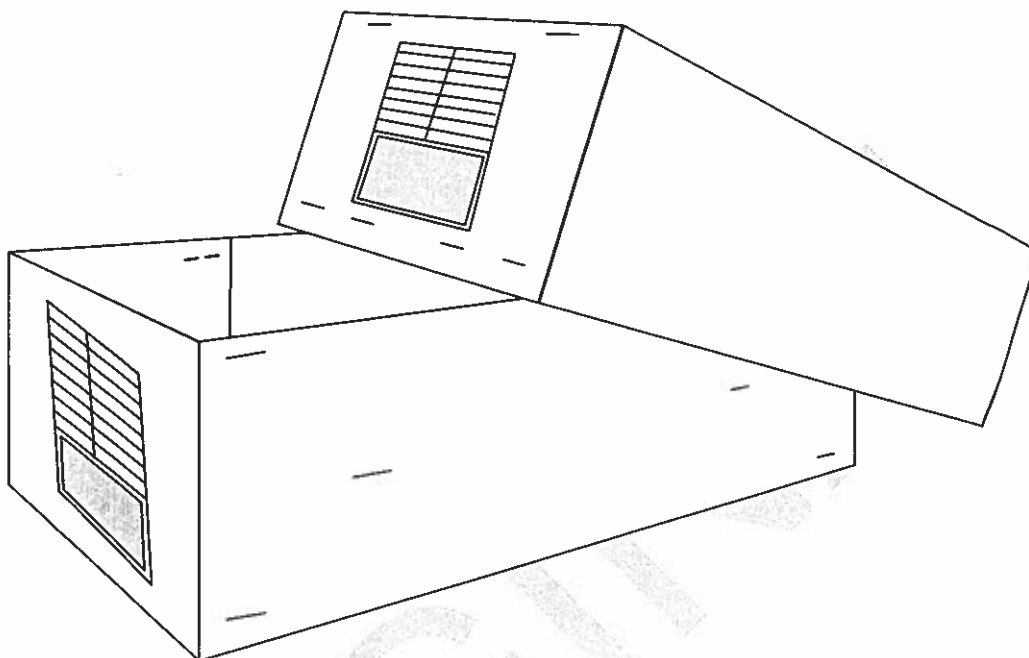
The style is as follows:

- ♦ IFCC style No. 0301
- ♦ telescopic type
- ♦ having an inner and an outer container

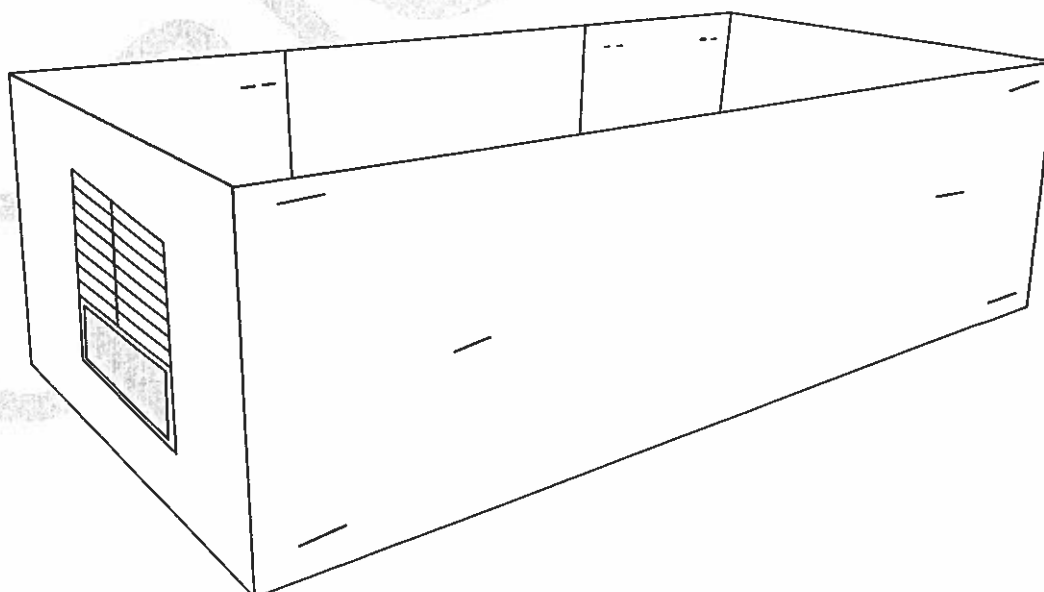
Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	2	19

4. Illustrations

Illustrations are not to scale and are for guidance only.

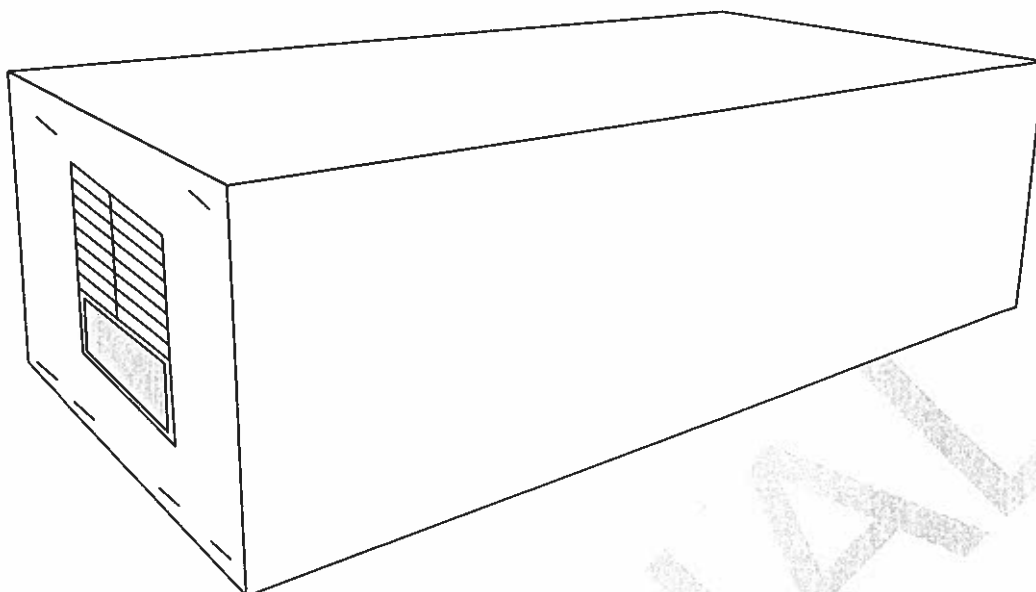


**Figure 1 – Base and lid components of telescopic cardboard box
(assembled and ready to serve as a container for storage of finished goods)**



**Figure 2 – Base component of telescopic cardboard box
(assembled and ready to serve as the base of a container for storage of finished goods)**

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	3	19



**Figure 3 – Lid component of telescopic cardboard box
(assembled and ready to serve as the lid of a container for storage of finished goods)**

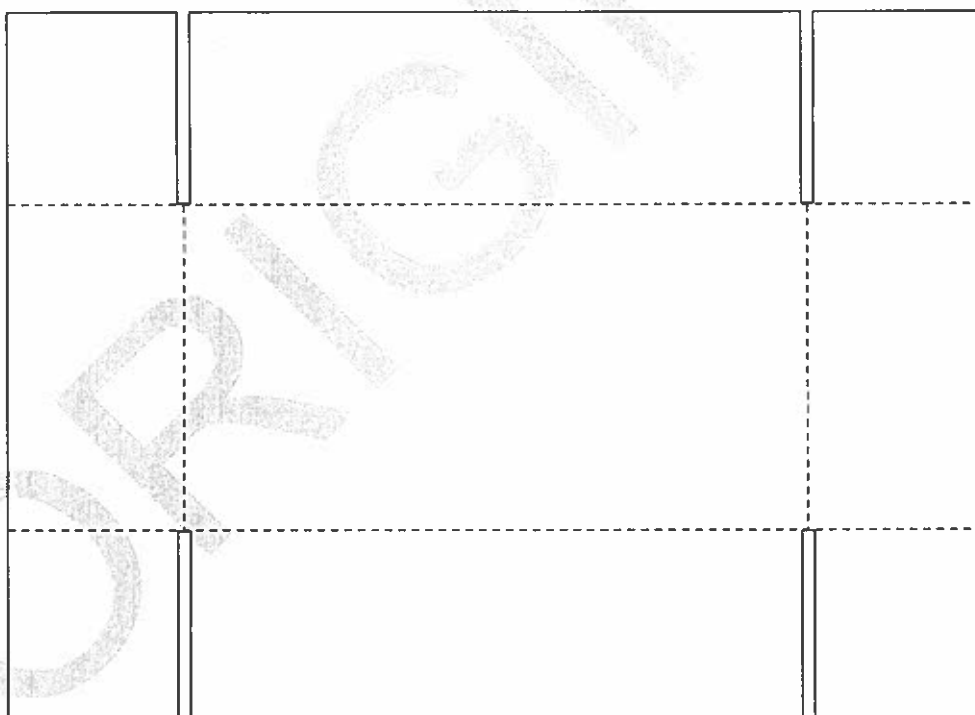


Figure 4(a) – Design of telescopic cardboard box when unassembled (Base component)

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	4	19

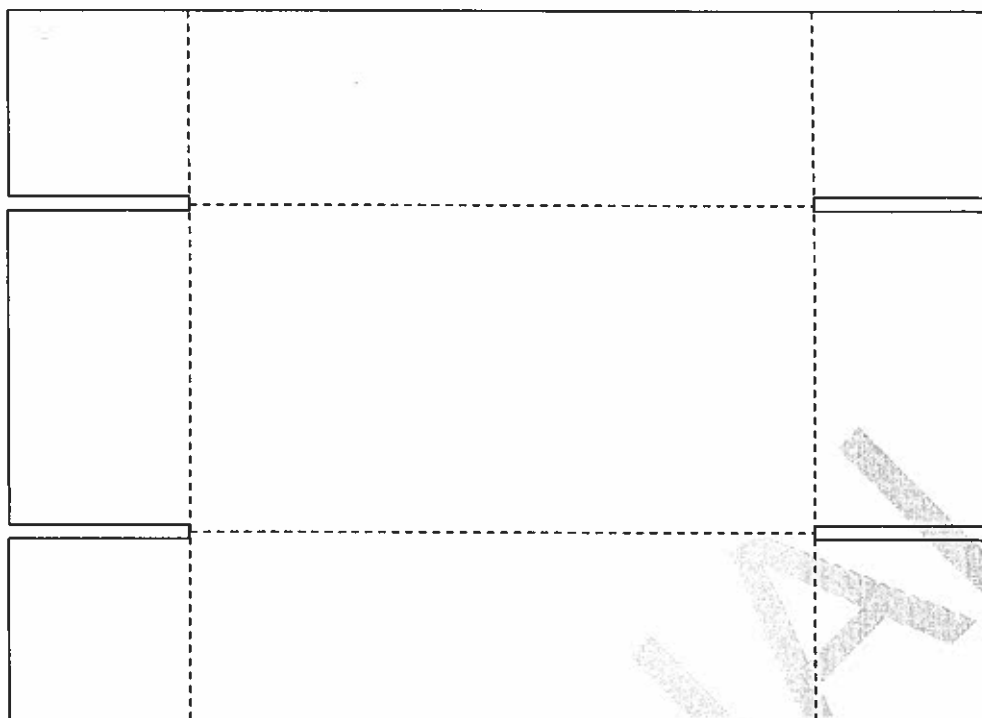


Figure 4(b) – Design of telescopic cardboard box when unassembled (Lid components)

5. Client Furnished Materials

No materials will be supplied by the South African Air Force.

6. Physical and Performance Requirements

The corrugated board boxes shall comply with the following physical characteristics.

6.1 Paper

- ♦ paper shall be manufactured from processed cellulose fibre and shall be reasonably free from defects as listed in section 7
- ♦ the relevant surfaces of the paper shall be such as to accept the adhesives commonly used in the manufacture of corrugated board

6.1.1 Fluting and liners

- ♦ to comply with the requirements of SANS 431 "Liners and fluting for corrugated board" for the relevant types (grammage) as specified in table 1
- ♦ grammage of the fluting and liners of the inner and outer component parts to comply with the requirements as given in table 1
 - the nominal grammage values given in table 1 are subject to a tolerance of $\pm 5\%$

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	5	19

Table 1 – Grammage of fluting and liners

1	2	3
Property	Requirement	Test Method ^a
Grammage, g/m ² , min.	935 ^b	ISO 536
Damp-ply adhesion (B and C flute), N/m.	400 ^c	See 10.2
Water absorption of facing g/m ² after 30 min. max (outer and inner) .	120 ^b	See 10.3
Thickness, mm, min.	6,0 ^c	See 10.4
Bursting strength, kPa, min.	1700 ^c	ISO 2758
^a Condition all specimens and test pieces in accordance with ISO 187, using the conditioning atmosphere 23/50. See also 10.1. ^b The average of two determinations (one specimen from each of two components) to be reported . ^c The average of six determinations (two specimens from each of three components) to be reported.		

6.1.2 Corrugated board

- ♦ to be wet-strength double wall simplex corrugated board of C and B fluting construction
- ♦ to comply with the requirements as given in table 2
- ♦ the direction of the corrugations in the sides of the inner and outer components shall be parallel to the direction of the stacking load (refers to closed and assembled boxes)

Table 2 - Physical Properties of Corrugated Board

1	2	3	4	5	6
Component	Nominal grammage, g/m ²				Test Method
	Liners			Fluting B and C	
	Inner	Centre	Outer		
Inner	230	160	230	125	ISO 536 ^a
Outer	230	160	230	125	
^a Condition all specimens and test pieces in accordance with ISO 187, using the conditioning atmosphere 23/50.Determine the average actual grammage, but use 20 test pieces.					

6.2 Adhesives

- ♦ the adhesives used in making corrugated board and in the construction of the box shall not have any deleterious effect on the intended contents of the container

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	6	19

6.3 Dimensions and design

- ♦ IFCC style No. 0301 as given in Annex B of SANS 456:2009 "Corrugated board containers"
- ♦ dimensions to comply with the requirements as given in section 8

6.4 Creasing

- ♦ the creasing of the board shall be such that when a box is tested in accordance with paragraph 10. 5, there is no splitting of any liner
- ♦ the creasing of the board shall be such that when a component is assembled, there shall be no splitting of any liner
- ♦ there shall be no overlap of the flaps when each component is assembled

6.5 Staples

- ♦ staples shall be of a steel wire
- ♦ the wire shall have a coating (such as zinc, tin, copper, or enamel) that is not readily removable by the stapling process
- ♦ the staples shall have a nominal crown length of 30 mm, and each leg shall be long enough to be clinched on the inside of the board for a length of at least 7 mm

6.6 Storage requirements

- ♦ dry storage for a period not exceeding 15 months under the following conditions:
 - Temperature range: - 10° to 50°
 - Humidity: Maximum 50% relative humidity; Minimum 25 % relative humidity
- ♦ the components shall, before delivery, be stored in such a manner that they are reasonably protected from adverse atmospheric conditions and from fungal and insect attack

6.7 Transport requirements

- ♦ suitable for rail, road and air transport

6.8 Durability requirements

- ♦ single journey use

6.9 Strapping

- ♦ acceptable polypropylene strapping of nominal width 10 – 12 mm
- ♦ manufactured in accordance with high grade commercial practice

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	7	19

7. Workmanship

The box component parts to be:

- ♦ cut and made with first-class workmanship throughout
- ♦ of uniform and acceptable make and finish

To be free from:

- ♦ defects, such as listed below or any other imperfection that affect their serviceability
 - fibre bundles, holes, splinters, specs and breaks

ORIGINAL

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	8	19

8. Dimensions

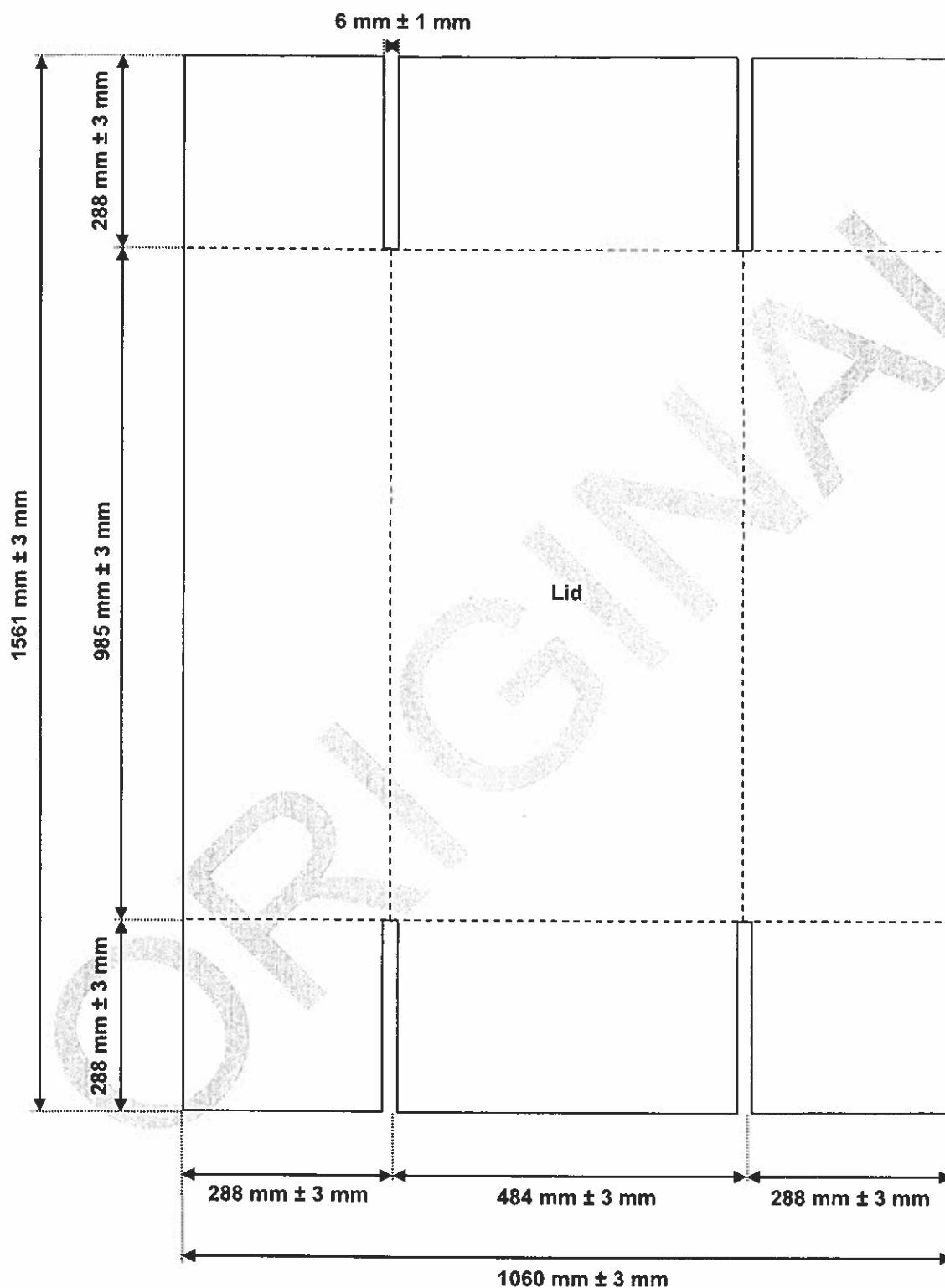


Figure 5 – Dimensions of the lid component of the telescopic board box (flat measurements)

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	9	19

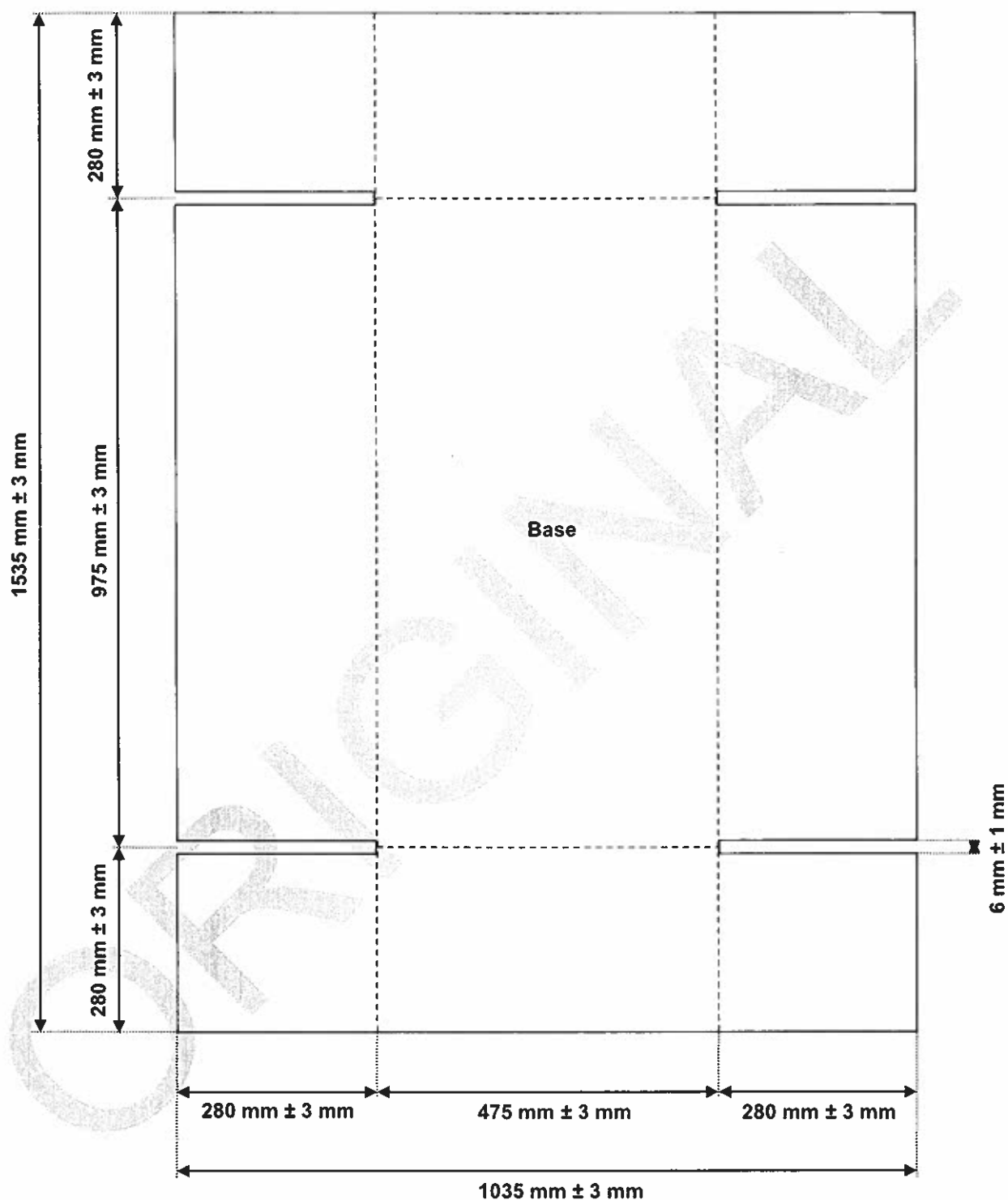


Figure 6 – Dimensions of the base component of the telescopic board box (flat measurements)

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	10	19

9. Assembly/Securing of boxes

Unless inconsistent with the text, all measurements are nominal.

9.1 Stapling

- ♦ each joint shall be stapled (see 6.5) with a minimum of three staples if the crown length is 30 mm (min).
 - in instances where the crown lengths of the staples are less than 25 mm, a minimum of five staples shall be required to secure the joints
- ♦ staples shall not commence more than 25 mm away from each end of a joint, and shall be adequately clinched

9.2 Strapping of boxes

- ♦ once packed, each corrugated box (base and lid unit) shall be secured with at least three lengths of strapping, i.e. two in the width and one in the length
- ♦ secured by means of metal clasps or a fusing technique (as relevant) in such a way that it shall not come undone by itself (to withstand transportation, stacking, handling and storage)
- ♦ tensioning to be such that after it is permanently secured, the strapping shall not cause any damage to the contents of the container

10. Test methods

10.1 General

10.1.1 Test specimens

- ♦ unless otherwise stated, take test specimens from areas of the board that are uncreased and undamaged and, where possible, from different units in the sample

10.1.2 Conditioning

- ♦ unless otherwise stated, condition, inspect, and test all specimens in a controlled atmosphere that, has a relative humidity of $50 \% \pm 2 \%$ and a temperature of $23^{\circ}\text{C} \pm 2^{\circ}\text{C}$
- ♦ during conditioning, position each specimen so that all surfaces are freely exposed to the conditioning atmosphere
- ♦ ensure that the air of the conditioning and testing laboratories is so circulated that the humidity and temperature are uniform throughout the laboratory
- ♦ allow sufficient conditioning time for the moisture content of the specimens to attain equilibrium with the conditioning atmosphere

NOTE - In cases of doubt determine the mass of each specimen at hourly intervals until the results of the last two determinations do not differ by more than 0,25 % of the final mass. For preference, approach equilibrium from the dryer condition.

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	11	19

10.2 Test method for damp-ply adhesion

- ♦ test in accordance with paragraph 6.13 of SANS 456:2009 "Corrugated board containers"

10.3 Test method for water absorption of outer facing of board

- ♦ determine the average water absorption of the top side of a liner in accordance with ISO 535, "Paper and board -- Determination of water absorption – Cobb method ", but use 6 test pieces, a testing time of 30 minutes and water at a temperature of $23^{\circ}\text{C} \pm 1^{\circ}\text{C}$
- ♦ omit the rejection of test pieces that have been saturated with water
- ♦ in cases where the test result exceeds 150 g/m^2 , report the result at $150 + \text{g/m}^2$

10.4 Test method for determining thickness (calliper) of corrugated board

- ♦ test in accordance with paragraph 6.8 of SANS 456:2009 "Corrugated board containers"

10.5 Accuracy and degree of creasing of corrugated board

- ♦ test in accordance with paragraph 6.14 of SANS 456:2009 "Corrugated board containers"

11. Packing, Labelling and Documentation of Goods

NOTE: This section covers the packaging, labelling and documentation of manufactured goods that are to be packed into containers as specified in this specification.

11.1 Packing

- ♦ items to be packed in containers made in accordance with this specification
- ♦ stapling and strapping to comply with the requirements as given in section 9
- ♦ containers to be sealed with 50 mm broad tape
- ♦ quantities as given in Annex A to serve as a guideline

11.2 Labelling

Each bulk container shall have a label securely attached to the outside of one of the short sides of the lid (upper component) and one label securely attached to one of the short sides of the base (lower component). The labels shall be visible when the containers are stacked and shall provide the following information in legible and indelible block letters:

- ♦ to be at least A5 paper size and markings to be in the following sequence (see fig 7):
 - the order number
 - the National Stock Number (NSN)
 - the item description
 - the size designation
 - the quantity
 - the colour (only if product is supplied in more than one colour)
 - the gross mass of the packed container
 - the year of manufacture
 - FIFO colour coded system as given in figure 8 (printed block)

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	12	19

- ♦ minimum letter height of 18 pt. ARIAL
- ♦ left column: all CAPITAL LETTERS
- ♦ right column: Capitalize first letter of each word

11.3 Documentation

One container per consignment marked "DOCUMENTS" is to accompany each consignment with the following:

- ♦ the packaging slip/delivery note
- ♦ the inspection certificate (where applicable)
- ♦ the copy of the invoice containing the following information:
 - order number
 - financial authority number
 - full description of consignment, i.e. National Stock Numbers, quantities, etc.

11.4 Additional marking

When so required by the South African Air Force, containers to bear information additional to that specified above.

12. Packing and Delivery of Containers

NOTE: This section covers the delivery requirements of the containers when delivered to the clothing and/or footwear supplier.

12.1 General

- ♦ the relevant requirements of SANS 456 to apply

12.2 Packing

The component parts of the box to be:


- ♦ packed flat in bundles of 25
- ♦ delivered in a commercially dry condition
- ♦ so packed that they will not be damaged in transit or in storage

12.3 Marking

- ♦ each component part to bear the date of manufacture (month and year); e.g. 08/2008







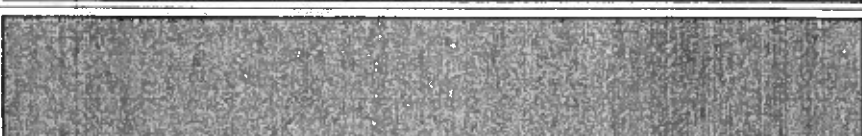




Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	13	19

Figure 7 – Example of bulk container labelling

ORDER NR	2D142199
NSN	18-180-1234
DESCRIPTION	Shoes, Service Dress
SIZE	9W
QUANTITY	100
COLOUR*	Black
GROSS MASS	22.6 Kg
YEAR	2023
	
<i>*Include only if product is supplied in more than one colour.</i>	

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	14	19

Figure 8 – FIFO Colour identification

1	2	
YEAR	COLOUR CODE OF SPECIFIC YEAR	
2023	Yellow	
2024	Red	
2025	Green	
2026	Royal Blue	
2027	Black	
2028	Purple	
2029	Grey	
2030	Light Blue/Sky Blue	
2031	Pink	
2032	Orange	
2033	Brown	
2034 to 2044	Colour sequence to be repeated from the top	

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	15	19

13. Applicable Documents

The following documents contain provisions which, through reference in this text, constitute provisions of this specification. All documents are subject to revision and, since any reference to a document is deemed to be a reference to the latest edition of that document, parties to agreements based on this specification are encouraged to take steps to ensure the use of the most recent editions of the documents indicated below. Information on currently valid national, international and CKS documents may be obtained from the South African Bureau of Standards*.

IFCC, *International fibreboard case code.*

ISO 187, *Paper and board – Conditioning of samples.*

ISO 535, *Paper and board -- Determination of water absorption – Cobb method.*

ISO 536, *Paper and board -- Determination of grammage.*

ISO 2758, *Paper - Determination of bursting strength.*

SANS 431, *Liners and fluting for corrugated board.*

SANS 456:2009, *Corrugated board containers.*

* SABS: Tel. +27 (0) 12 4287911

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	16	19

ANNEX A

(Informative)

Guideline packing quantities

Series No.	Item	Qty per carton
1	1. Towels bath blue	40
	2. Towels hand blue	60
	3. Face cloth blue	150

Series No.	Item	Qty per carton
2	1. Caps Garrison	200
	2. Cap service	18
	3. Drawers multi colour	400
	4. Hat service blue/grey	200
	5. Jackets F/D, x/small, small	50
	6. Jackets F/D, med, large, x/large	45
	7. Jackets SD Blue Grey	30
	8. Shirt L/S	60
	9. Shirt S/S	100
	10. Shirt F/D L/S	80
	11. Shirt F/D S/S	100
	12. Shirt mess dress	50
	13. Short Gym Blue	200
	14. T-shirt blue/grey	100
	15. Trousers F/D blue/grey	60
	16. Trousers Blue Grey	70
	17. Vest white	150

Series No.	Item	Qty per carton
3	1. Aprons foodhandlers bib blue/grey	200
	2. Apron foodhandlers bib type white	200
	3. Bags duffel blue/grey canvas	40
	4. Belts individual web 57mm	200
	5. Cap foodhandlers white	200
	6. Coats cold weather 3/4 duffel	15
	7. Coats foodhandlers white	50
	8. Coveralls two-piece	30
	9. Gloves black	100 prs
	10. Raincoats nylon blue/grey	50
	11. Shirts foodhandlers	60
	12. Sleeping bag nylon outers	7
	13. Tracksuits	30
	14. Trousers foodhandlers, blue check	80

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	17	19

Series No.	Item	Qty per carton
4	1. Belts waist (all sizes)	400
	2. Boots combat black size 5-9	15
	3. Boots combat black size 10-12	12
	4. Boots combat black size 13-15	10
	5. Boots fireman size 6-12	10
	6. Boots gum size 5-10	10
	7. Boots safety black size 5-10	12
	8. Boots safety black size 11-14	10
	9. Shoes canvas blue/grey size 5-11	20
	10. Shoes canvas blue/grey size 12-14	12
	11. Shoes gunfloor black size 5-11	15
	12. Shoes gunfloor black size 12-13	12
	13. Shoes gym leather size 5-14	20
	14. Shoes mens black evening wear size 6-10	15
	15. Shoes mens black evening wear sizes 11-13	12
	16. Shoes safety black size 5-10	12
	17. Shoes safety black size 11-14	10
	18. Shoes service black size 5-11	15
	19. Shoes service black size 12-14	12
	20. Socks mens cushion sole	200
	21. Socks mens Black	200
	22. Socks mens size 9-12	200
	23. Ties, men	1 000
	24. Pantihose	900
	25. Uniform men's S/D	20
	26. Uniform men's E/W	20
	27. Skirts ladies	60
	28. Slacks ladies	60
	29. TRS men's	60
	30. Jackets, ladies E/W	20
	31. Skirts, ladies E/W	50
	32. Waistcoat, ladies	100
	33. Jersey, unisex	60

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	18	19

For office use only		
HISTORY SHEET		
DOC ISSUE	DATE	AMENDMENTS/HISTORY
1	September 1984	First release
2	January 1996	
3	June 2008	Updated format, references and layout of specification. Add annex B. Refer to two separate labels on the short sides of the containers: Label A & Label B
4	April 2011	Amended height of box
5	July 2014	Amend label requirements of bulk container. Add specific size of wording.
05.2	March 2018	Add illustrations Dimensions to reflect flat measurements of box Add information and layout of specification Add Normative references
05.3	April 2018	Delete Annex A Amend dimensions Change numbering to ensure paragraph 11.2 refers to the same information as in version 5
06.0	August 2018	6 th Release
06.1	December 2022	Delete 2 of the 4 labels on the short ends of container. One label on ONE short end (front) of the lid and one label on ONE short end (front) of the base of the same container. Add colours to year of manufacture (figure 8)
07.0	January 2023	7 th Release

Doc No	Date	Responsibility	Version	Page	No of pages
SALM 108	January 2023	SAAF	07.0	19	19

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 is 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. BIDDERS DECLARATION

- 2.1 Is the Bidder or any of its Directors / Trustees / Shareholders / Members / Partners or any Person having a Controlling Interest 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 [1] in the Enterprise, in table below:

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

2.2 Do you, or any Person connected with the Bidder, have a relationship with any Person who is Employed by the Procuring Institution? **YES / NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the Bidder or any of its Directors / Trustees / Shareholders / Members / Partners or any Person having a Controlling Interest in the Enterprise have any Interest in any other related Enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

I, the undersigned, (Name)..... in submitting the accompanying Bid, do hereby make the following Statements, that I Certify to be True and Complete in every respect:

3.1 I have Read and I Understand the Contents of this Disclosure;

3.2 I understand that the accompanying Bid will be Disqualified if this Disclosure is found not to be True and Complete in every respect;

3.3 The Bidder has arrived at the accompanying Bid independently from, and without Consultation, Communication, Agreement or Arrangement with any Competitor. However, Communication between Partners in a Joint Venture or Consortium [2] 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.

[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.

- 3.5 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.
- 3.6 There have been no Consultations, Communications, Agreements or Arrangements made by the Bidder with any Official of the Procuring Institution in relation to this Procurement Process prior to and during the Bidding process except to provide Clarification on the Bid submitted where so required by the Institution; and the Bidder was not Involved in the Drafting of the Specifications or Terms of Reference for this Bid.
- 3.7 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 THE 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 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a. ~~The applicable preference point system for this tender is the 90/10 preference point system.~~
- b. The applicable preference point system for this tender is the **80/20** preference point system.
- c. Either the **90/10** or **80/20** preference point system will be applicable in the tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1 POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point systems 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 TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	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)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		

Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EMEs or 51% owned by Woman EMEs or 51% owned by Black Woman QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognised Commissioner of Oath.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm.....

5.2 Company registration number:

5.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (Par 4.6 iii).

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – GENERAL

I, THE UNDERSIGNED,

Full Name & Surname	
Identity Number	

HEREBY DECLARE UNDER OATH AS FOLLOWS:

1. The content of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner (**Select One**) of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:
Type of Entity (CC; (Pty) Ltd; Sole Prop; etc):	
Nature of Business:	
Definition of “Black People”:	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003, as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) who are citizens of the Republic of South Africa by birth or descent; or(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none">i. before 27 April 1994; orii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”

SWORN AFFIDAVIT – GENERAL

Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

“I HEREBY DECLARE UNDER OATH THAT I CLAIM ONE OF THE FOLLOWING GOALS”:

NOTE: THE TENDERER TO PICK ONLY ONE SPECIFIC GOAL AND SUBSTANTIATE THE GOAL CLAIMED IN THE PRESENCE OF A COMMISSIONER OF OATH.

LEVEL 1 – 20 POINTS CLAIMED

- The Enterprise is _____% Owned by Black Woman Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black Youth as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black People with Disability as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

LEVEL 2 - 18 POINTS CLAIMED

- The Enterprise is _____% Owned by Black Male Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by People with Disability as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black Woman EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

SWORN AFFIDAVIT – GENERAL

LEVEL 3 - 16 POINTS CLAIMED

- The Enterprise is _____% Owned by Woman Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black Male EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Woman EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black Woman QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

LEVEL 4 - 14 POINTS CLAIMED

- The Enterprise is _____% Owned by Male Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Youth as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by any other EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Black Male QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
- The Enterprise is _____% Owned by Woman QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

LEVEL 5 - 12 POINTS CLAIMED

- The Enterprise is _____% Owned by any other QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

SWORN AFFIDAVIT – GENERAL

LEVEL 8 - 0 POINTS CLAIMED

- Non – Compliant:

"I KNOW AND UNDERSTAND THE CONTENTS OF THIS AFFIDAVIT AND I HAVE NO OBJECTION TO TAKE THE PRESCRIBED OATH AND CONSIDER THE OATH BINDING ON MY CONSCIENCE AND ON THE OWNERS OF THE ENTERPRISE WHICH I REPRESENT IN THIS MATTER".

COMMISSIONER OF OATH SIGNATURE

DATE

DEPONENT SIGNATURE

DATE



[OFFICIAL OFFICE STAMP OF COMMISSIONER OF OATH]

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS

(GBCs)

TABLE OF CLAUSES

1. Definitions
2. Application
3. Availability
4. Approved list of bidders
5. Preparation of bids
6. Charge for bid documents
7. Samples
8. Alternative offers
9. Partial bids
10. Bid prices and delivery periods
11. Validity periods
12. Closing of bids
13. Lodging of bids
14. Open bids or unnumbered envelopes
15. Opening of bids
16. Late bids
17. Consideration of bids
18. Award of bids
19. Quantities other than specified
20. Bidder's incorrect information
21. Notification of awards
22. Furnishing of bid information
23. Amendment or withdrawal of bid

GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.
4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.
5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:
 - a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
 - b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
 - c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
 - d. **Address.** A *domicilium citandi et executandi* shall be chosen in the Republic and stated in the bid.
 - e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in blue ink and to initial each page in blue ink.
 - f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
 - g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
 - h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
 - i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
 - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
 - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.

- iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
 - i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
 - j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.
6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.
7. **Samples**
- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
 - b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.
8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.
9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.
10. **Bid Prices and Delivery Periods**
- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
 - b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
 - c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:

- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
- b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
- c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
- d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.

14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.

15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.

16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.

17. **Consideration of Bids.** During the consideration of bids the following applies:

- a. **Bids Considered.** All bids correctly lodged are taken into consideration.

- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
 - c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
 - d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and comparison of bids done on the basis of points earned through the preferential point system.
 - e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
 - f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
 - g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
 - h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
 - i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.
18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:
- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
 - b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
 - i. Bidders offering firm bid prices as well as firm delivery periods.

- ii. Supplies provided and services rendered from resources available within the Republic.
 - iii. Supplies and services from points nearest to the centres at which delivery is required.
 - iv. All things still being equal, the award shall be decided by the drawing of lots.
- c. The Department is not obliged to accept the lowest or any bid.
 - d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
 - i. Name.
 - ii. The price and delivery basis.
 - iii. The brand name of the product or the name of the manufacturer, if applicable.
 - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin:
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.
24. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

aeb/work letters/proc policy/dod:dod gbc:25-Jul-04 10:27:01 AM]

Version 2 dd Aug 2005

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and

unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

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

documents.

- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

15. Warranty

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

16. Payment

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

17. Prices

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

- | | |
|---|---|
| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.5 Except as provided under 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 Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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.</p> |

- 22. Penalties** 22.1 Subject to 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 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 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.
- 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 Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of disputes

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

- | | |
|------------------------------------|---|
| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(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.</p> |
| 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> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |