



sa air force

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Telephone: (012) 351 2166
Facsimile: (012) 351 2340
Enquiries: Warrant Officer A.C.Teessen

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

BID: SPU/B/DSS/016/23: SUPPLY AND DELIVERY OF SCREEN PRINTED FLAGS AND PENNANTS

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

VALIDITY PERIOD: 90 DAYS

CLOSING DATE & TIME FOR BID: 11:00 AM ON 26 JUNE 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: **Warrant Officer A.C.Teessen at (012) 351 2166.**
 - b. Technical Information: **Warrant Officer D. Moraites at (012) 351 5180 / 5184.**

BID: SPU/B/DSS/015/23: SUPPLY AND DELIVERY OF SCREEN PRINTED FLAGS AND PENANTS

6. For Technical Information contact Warrant Officer D. Moraites at (012) 351 5180 / 5184 during Office Hours only (07:30 till 15:30).

7. Authenticate this Document:

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

8. 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/016/23: SUPPLY AND DELIVERY OF SCREEN PRINTED FLAGS AND PENANTS

Yours Sincerely



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

APPENDIX A
MANDATORY EVALUATION
CRITERIA FOR THE SUPPLY AND
DELIVERY OF SCREEN PRINTED
FLAGS AND PENNANTS
DATED 02 JUNE 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
a.	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. It is mandatory to attach to this Bid a CSD Registration Report (Not older than Fourteen (14) Days) . Failure to do so will invalidate the Bid.	
b.	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.	
c.	Signed SBD 6.1: Bidders to submit a Sworn Affidavit, signed by a Legally Recognised Commissioner of Oath to substantiate the Preference Point (Specific Goal) claimed as per Completed and Signed SBD 6.1, Table 1, 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.	
d.	Special Conditions: The attached Special Conditions (Enclosure 3, SALM 616 Revised July 2010) form part of the Bid Document and must be signed and returned with Bid. Failure to do so will invalidate the Bid.	
e.	Applicable valid SANAS Accredited Capability Report (Not older than 12 Months): 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.	Awarding of Contract: 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.	

	NOTE	NOTED YES / NO
f.	Awarding of Contract: 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.	_____

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 Goals	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

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 BASE SWARTKOP (MUSEUM), OLD JOHANNESBURG ROAD (ACROSS FROM GODIVA ROAD), VALHALLA.

BID BOX: SAME ADDRESS AS ABOVE.

ROAD MAP ATTACHED FOR EASY REFERENCE



SECURITY

GROUND

SECURITY BOOMS

ROBOT

GODIVA ROAD

**Parking
Area**

**AIR FORCE BASE
SWARTKOP
(MUSEUM)**

**SAAF
PROCUREMENT
UNIT
TENDER
BOX**

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
BASE
SWARTKOP
WEST**

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

NORTH



SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CLOSING DATE OF BID: 26 JUNE 2023

NUMBER: SPU/B/DSS/016/23

CLOSING TIME OF BID: 11:00 AM

NAME OF BIDDER:

VALIDITY PERIOD: 90 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/016/23	CLOSING DATE:	26 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY AND DELIVERY OF SCREEN PRINTED FLAGS AND PENNANTS				
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	WARRANT OFFICER A.C. TEESSEN		CONTACT PERSON	WARRANT OFFICER D. MORAITES	
TELEPHONE NUMBER	(012) 351 2166		TELEPHONE NUMBER	(012) 351 5180 / 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] ☐ Yes ☐ No		SWORN AFFIDAVIT SUBMITTED FOR SPECIFIC GOAL POINTS CLAIMED AS PER SBD 6.1		[TICK APPLICABLE BOX] ☐ Yes ☐ No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

.....



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPU/B/DSS/016/23

Author: Louise Van Heerden
Date: 06/02/2023 10:08:54

PRICING SCHEDULE

Bid No. SPU/B/DSS/016/23
Document No: 0000474396
Description: Supply and Delivery of Screen Printed Flags and Pennants.
Currency: ZAR
Closing Date: 2023/06/26 11:00:00
Status: Created
Validity Days:
Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	18-010-3380	Supply and Delivery of Flag National Republic of South African New Design, Size 1 800 mm x 1 200 mm, from 27 April 1994 Standard Colours.	10 AIR DEPOT		Each	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
		TAKE NOTE: Attached SALM 616, Revised July 2010.		500		
		Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, including VAT and ALL Delivery Costs				
2						

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

Questionnaires

Questionnaires / Evaluation Criteria

THE 80-20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question/s	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	<table> <tr> <td data-bbox="159 571 215 1052">☐</td><td data-bbox="159 100 215 571">LEVEL 7</td></tr> <tr> <td data-bbox="215 571 271 1052">☐</td><td data-bbox="215 100 271 571">LEVEL 8</td></tr> <tr> <td data-bbox="271 571 327 1052">☐</td><td data-bbox="271 100 327 571">NON-COMPLIANT</td></tr> </table>	☐	LEVEL 7	☐	LEVEL 8	☐	NON-COMPLIANT
☐	LEVEL 7						
☐	LEVEL 8						
☐	NON-COMPLIANT						
Attachment Description	Attachment File Name						

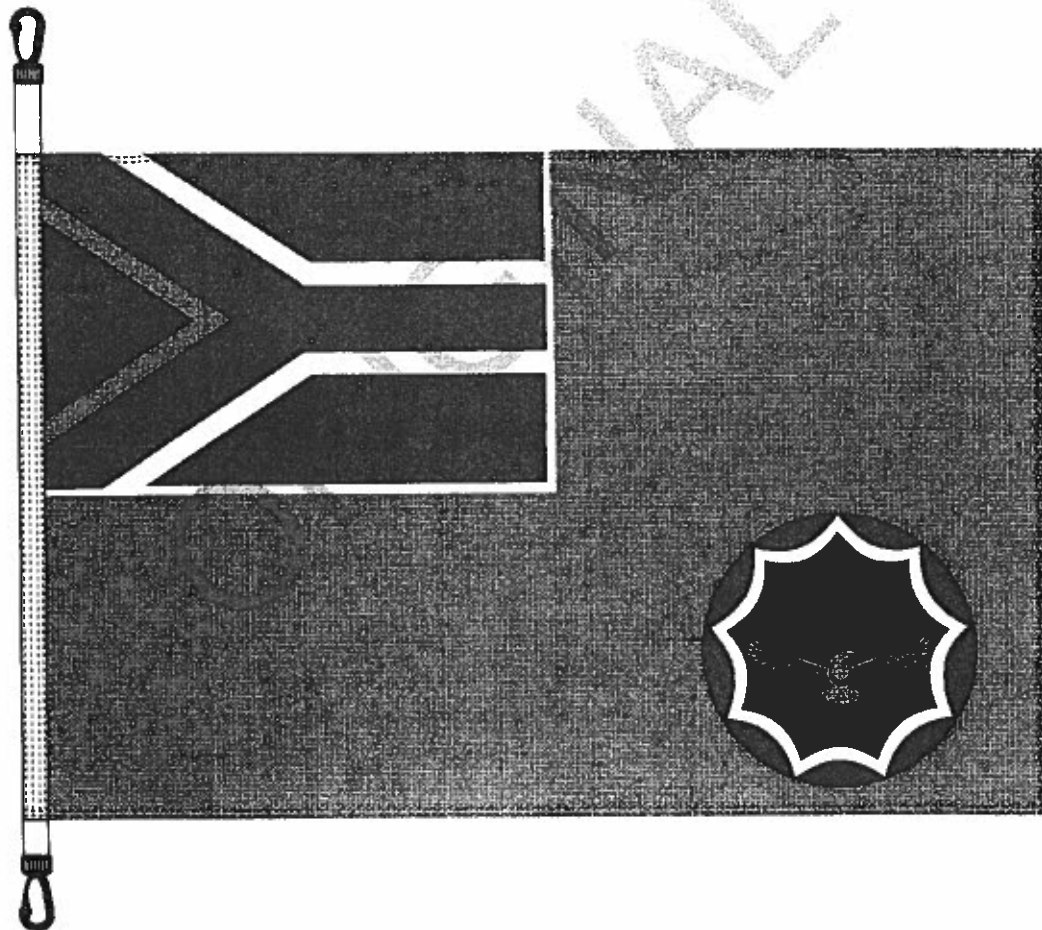
PRIVATE SPECIFICATION

Prepared for the

South African Air Force



FLAGS, SAAF



SALM 616
Revised July 2010

1. Scope

This specification covers the material, the design and the make of four types of flags for the South African Air Force. The different types of flags covered by this specification are as follows:

Type	Designation
1	South African Air Force Flag
1.1	Ceremonial
1.2	Standard
1.3	Storm
2	Flag for the Chief of the Air Force (1 st level of command)
3	Flag (Pennant) for Officers commanding Commands and Bases (2 nd level of command)
4	Flag (Pennant) for Officers commanding Bases and Stations (3 rd level of command)

2. Definitions

acceptable: acceptable to the South African Air Force

face side: the side of the flag that is visible to the viewer when he is facing the flag and the fly is to the right

fly: the free end of a flag

nominal: subject to the tolerances normal to good manufacturing practice

SANS: South African National Standard

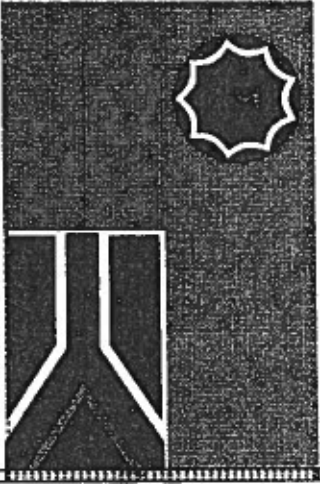
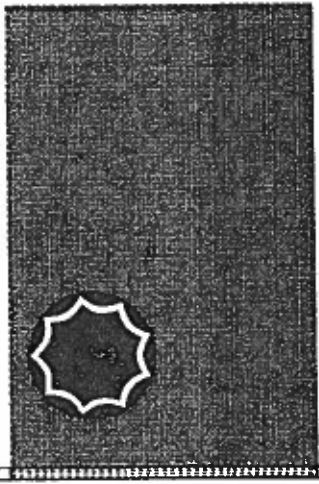
3. Style and design

The style is as follows:

- ♦ the flag to incorporate the insignia of the South African Air Force
- ♦ the flag to incorporate the National Flag (when relevant)
- ♦ the reverse side of the flag to be a mirror image of the face side
- ♦ the flags to be equipped with snap hooks to enable them to be attached to flagpoles
- ♦ the different types shall be as given in table 1

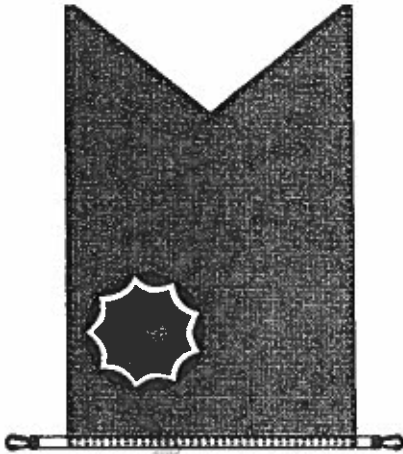
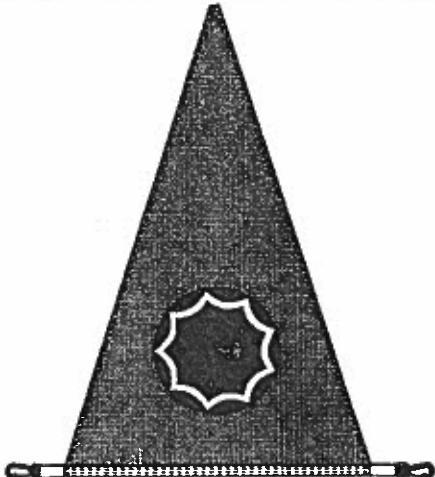
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Table 1 – Flag types

1 Type	2 Designation	3 Variations	4 National Stock Number	5 Illustration
1	South African Air Force Flag	Ceremonial	18-176-6851	
		Standard	18-176-6852	
		Storm	18-176-6853	
2	Flag, Chief of Air Force (1 st level of command)	N/A	18-180-9311	

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Table 1 – Flag types (continued)

1 Type	2 Designation	3 Variations	4 National Stock Number	5 Illustration
3	Pennant, Officers commanding Commands and Bases (2 nd level of command)	N/A	18-180-9314	
4	Pennant, Officers commanding Bases and Stations (3 rd level of command)	N/A	18-180-9317	

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4. Illustrations

Illustrations are not to scale and are for guidance only.

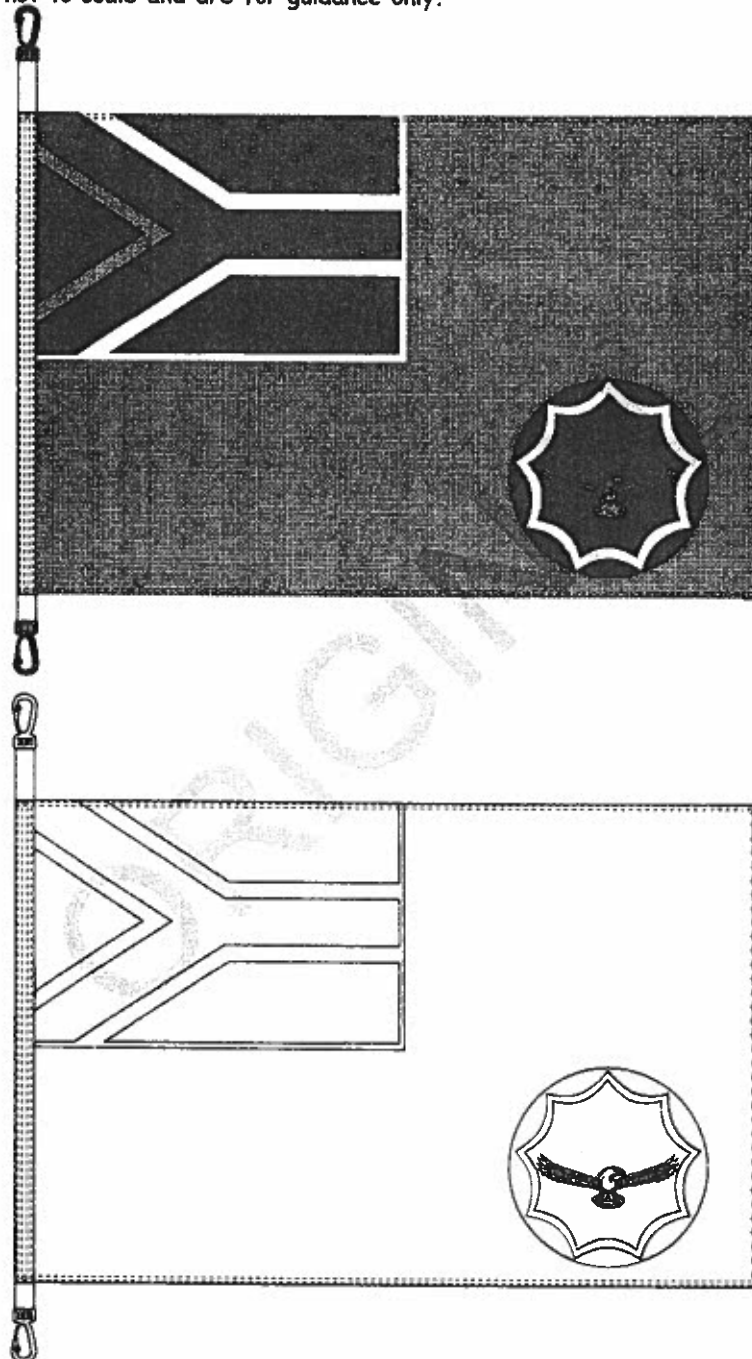


Figure 1 - Type 1 Flag

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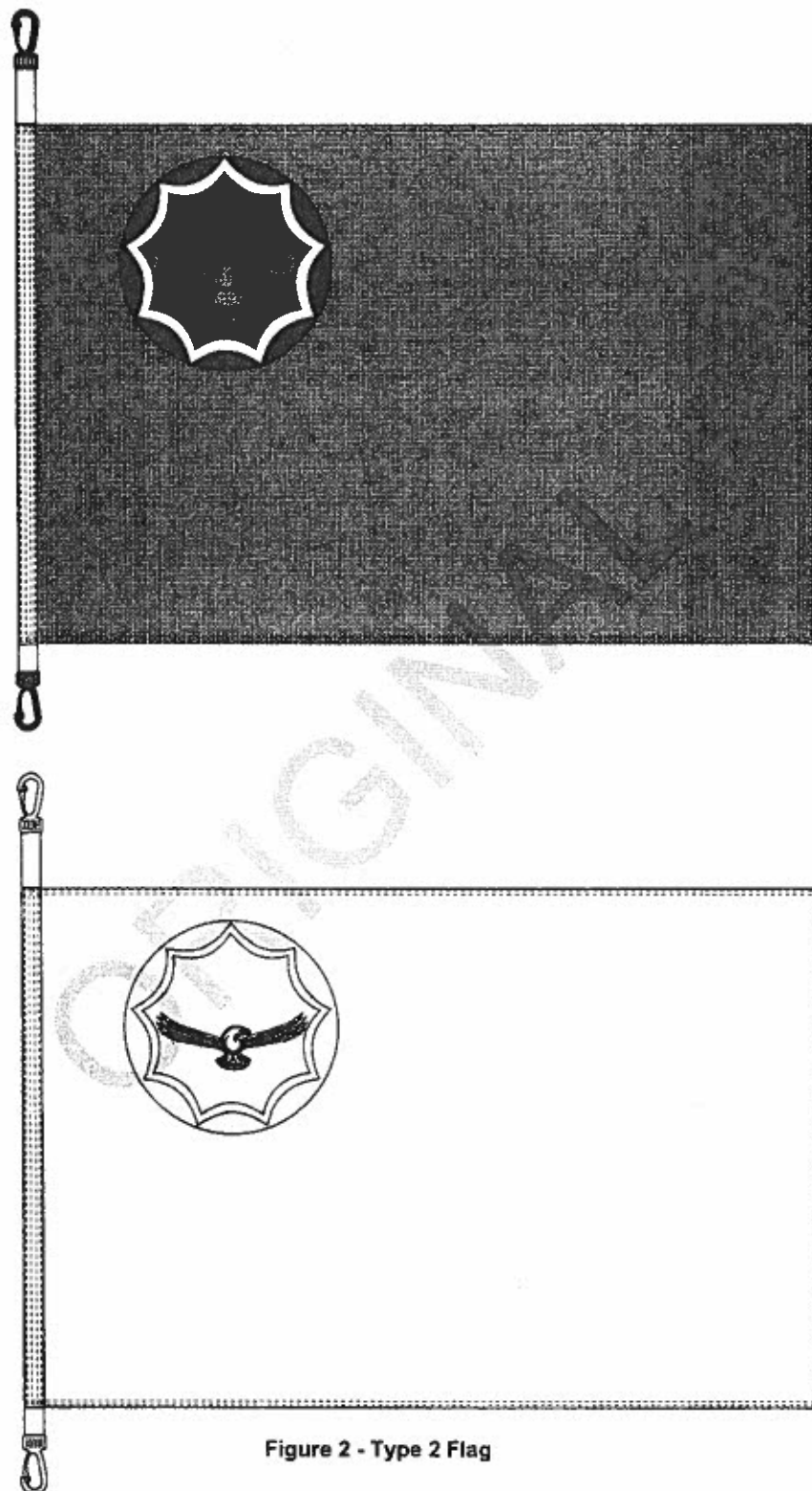


Figure 2 - Type 2 Flag

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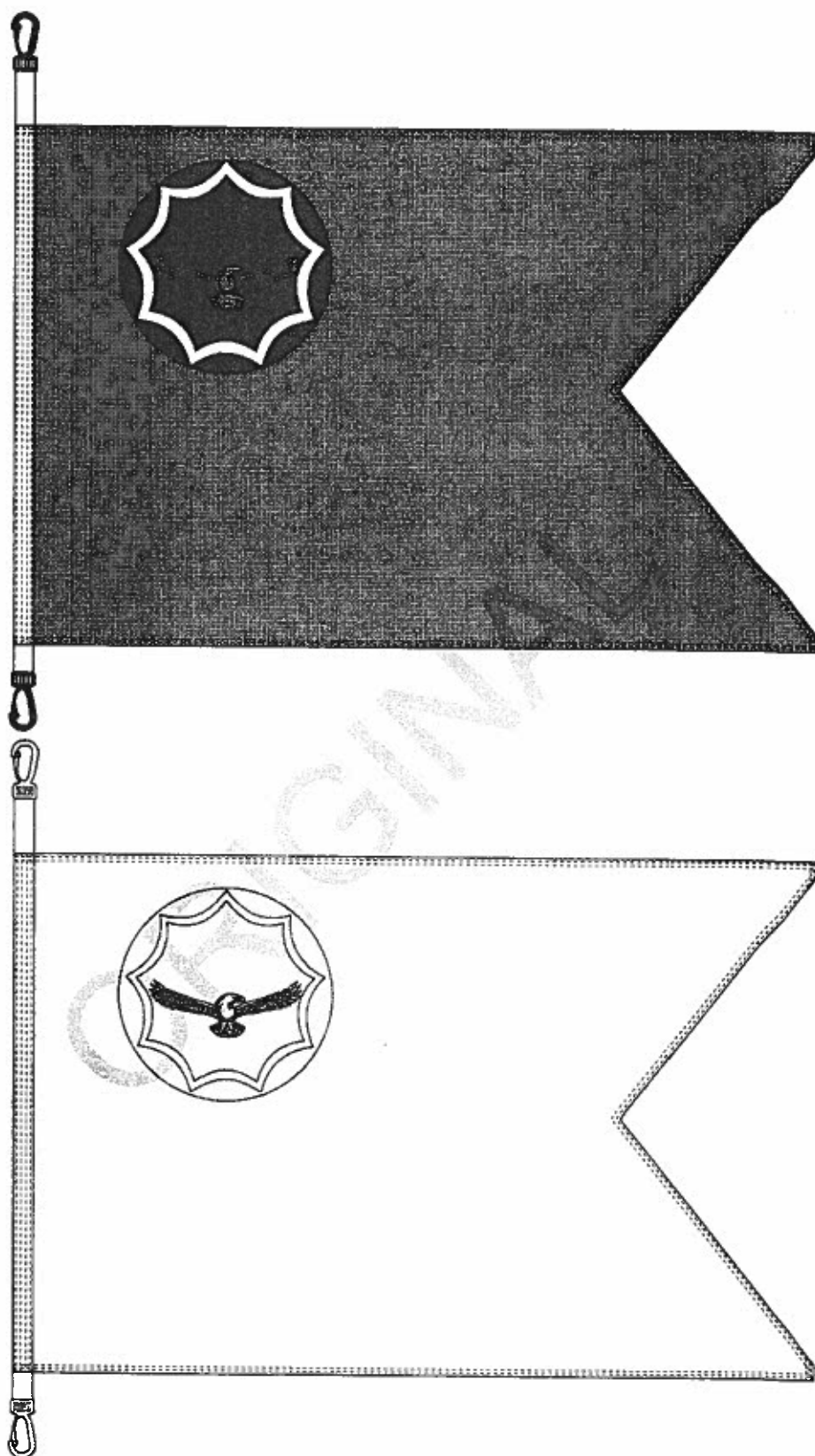


Figure 3 - Type 3 Flag (Pennant)

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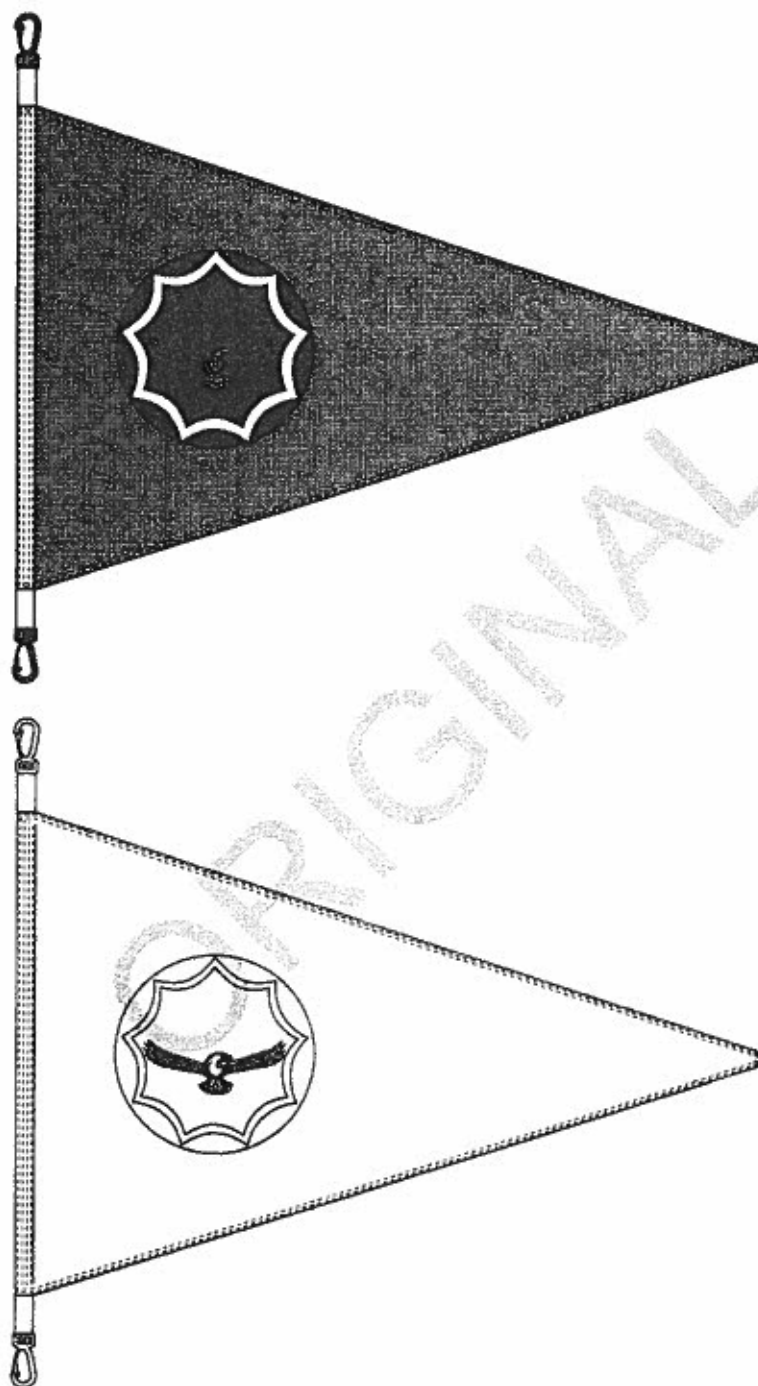


Figure 4 - Type 4 Flag (Pennant)

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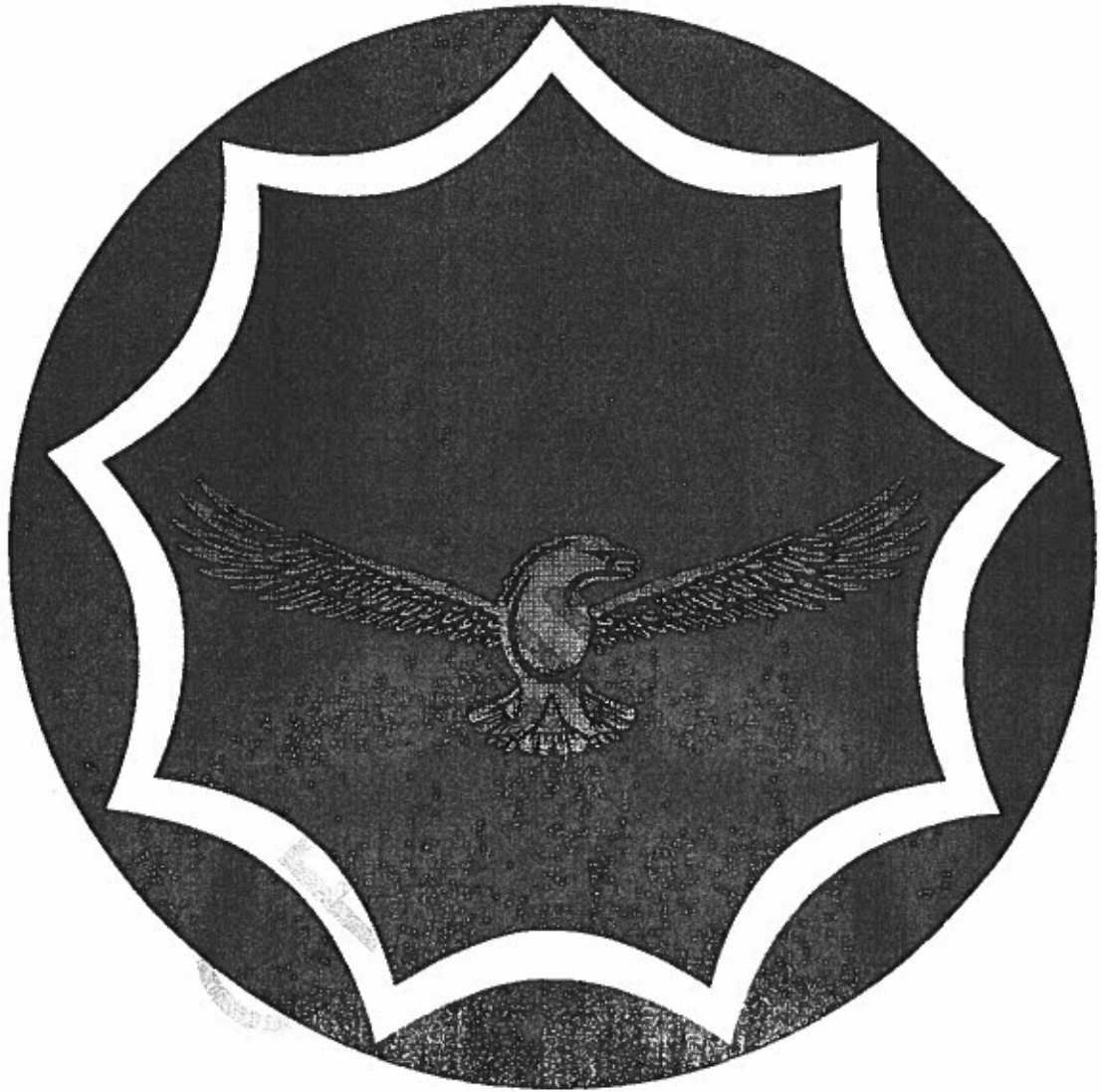
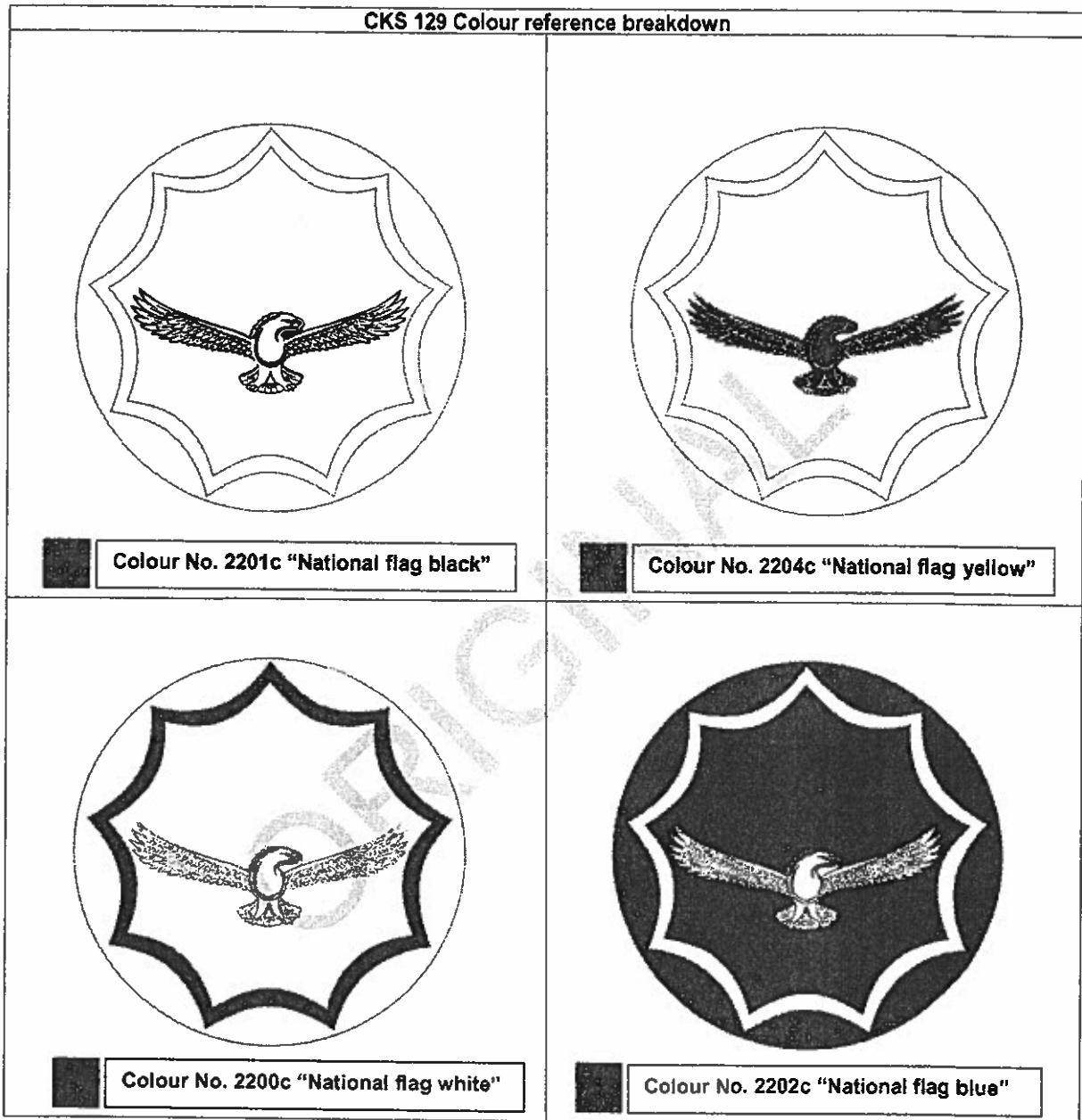


Figure 5 – SAAF Insignia

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Figure 6 – CKS 129 colours for SAAF insignia



NOTE: The black colour-filled sections indicate the application of the relevant colour.

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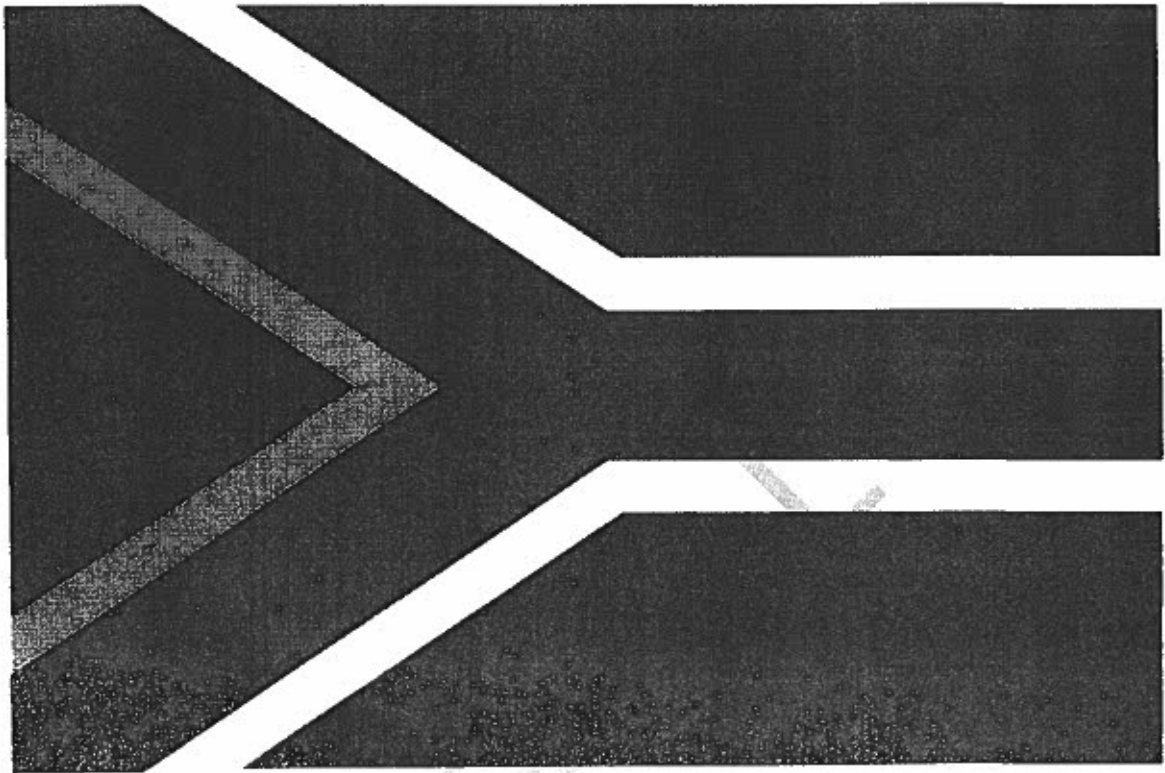
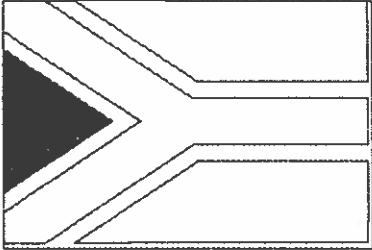
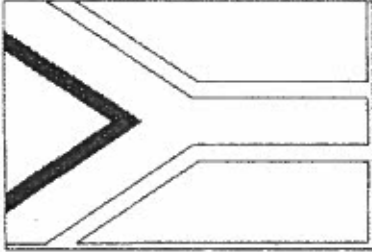
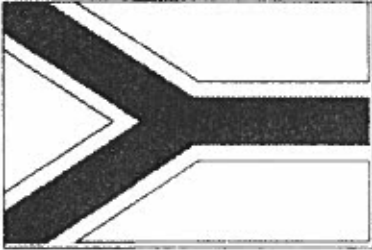
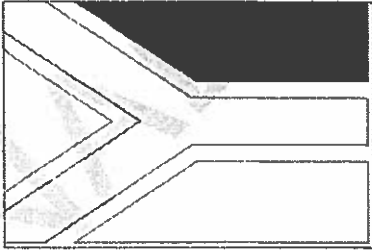
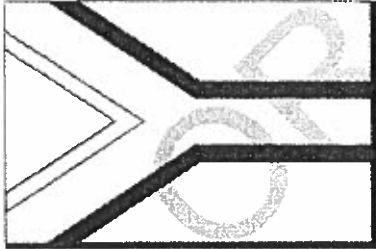
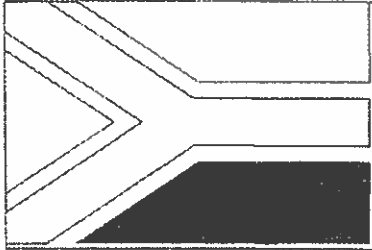


Figure 7 – National Flag of the Republic of South Africa

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Figure 8 – CKS 129 colours of the RSA National Flag

CKS 129 Colour reference breakdown	
 Colour No. 2201c-06 "National flag black"	 Colour No. 2204c-06 "National flag yellow"
 Colour No. 2205c-06 "National flag green"	 Colour No. 2203c-06 "National flag red"
 Colour No. 2200c-06 "National flag white" NOTE: The white outline around the side edge and bottom edge is as it appears on the Type 1 SAAF flag and does not form part of the registered RSA National Flag.	 Colour No. 2202c-06 "National flag blue"

NOTE: The black colour-filled sections indicate the application of the relevant colour.

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5. Client Furnished Materials

No materials will be supplied by South African Air Force (Unless otherwise specified in the order or contract).

6. Component Materials

The following materials shall be supplied and used by the manufacturer. A trim chart containing the components as given in 6.2 and 6.3 shall accompany each pre-production sample.

6.1 Bunting

- ♦ to comply with the requirements for type 277 of SANS 1010

6.2 Webbing and snap hooks

- ♦ webbing to comply with the requirements as given in table 2
- ♦ webbing to be white
- ♦ each end of the webbing to be fitted with an injection-moulded snap hook
 - made from polyoxymethylene (POM)
 - colour to be black
 - dimensions as given in figure 9
 - designed with a feature to prevent the hook from accidentally disengaging



Figure 9 – Typical snap hook

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6.3 Sewing thread

- ♦ to comply with the relevant requirements of SANS 1362
- ♦ polyester-and-cotton core-spun thread, ticket No. 80 OR staple polyester thread, ticket No. 60
- ♦ colour to be white

Table 2 – Webbing requirements

1	2	3
Property	Requirement	SANS number (unless otherwise indicated)
Fibre composition, %	All polyester *	AATCC 20
Weave	Double plain binding front and back	Visual examination and physical analysis
Selvages	Shall not unravel	Visual examination and physical analysis
Width, mm		5488
Minimum	23	
Maximum	27	
Thickness, mm, range	1,3 - 1,5	85
Mass per length, g/ m, range	21 - 30	5330
Number of warp threads in full width		
Ground warp	110	
Binders	10	5267
Stuffers	44	
Weft threads per 10 cm, min.	232	
Breaking strength (full width), kN, min.	4	13934-1
Colourfastness to:		
Light, rating, min.	5-6	105-B02

* Continuous multifilament yarn.

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7. Workmanship

The flags to be:

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

Flags to 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
- ♦ back-tacked if unsecured

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8. Sizes and dimensions

NOTE: Tolerances on the dimensions of the finished flags are given in SANS 877.

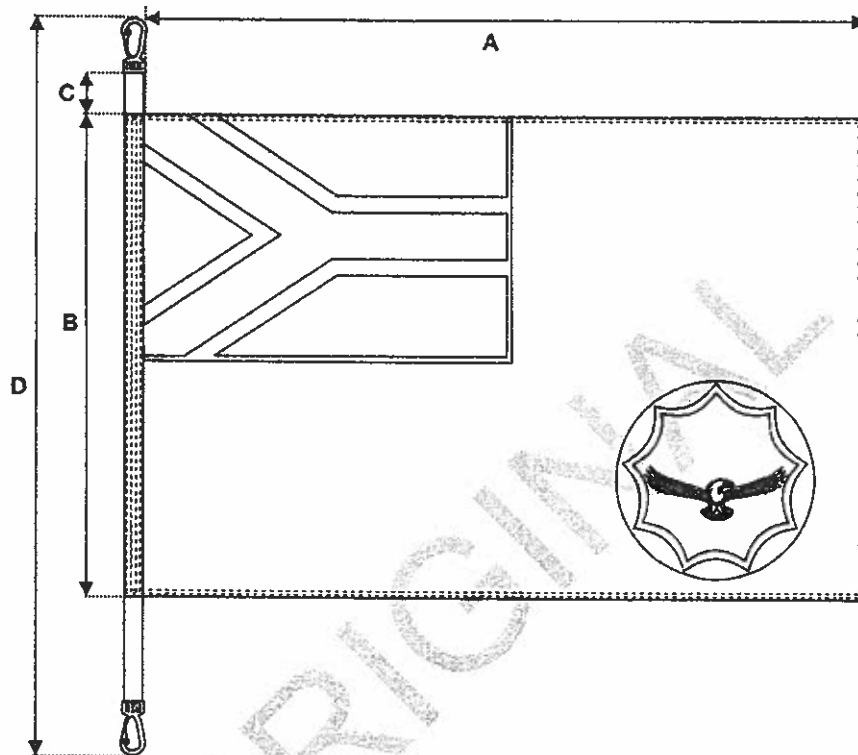


Table 3 – Dimensions of Type 1 Flags

1 Flag Type*	2 Flag designation	Nominal finished measurements, cm			
		3 A Width of flag (Excluding webbing)	4 B Height of flag	5 C Length of webbing (Measured from top edge of flag and excluding the snap hook)	6 D Total length of finished webbing (Including snap hooks)
1	Ceremonial	270	180	4	260
	Standard	180	120	4	170
	Storm	90	60	4	80

* Dimensions of RSA National Flag and SAAF insignia are given in tables 7 and 8.

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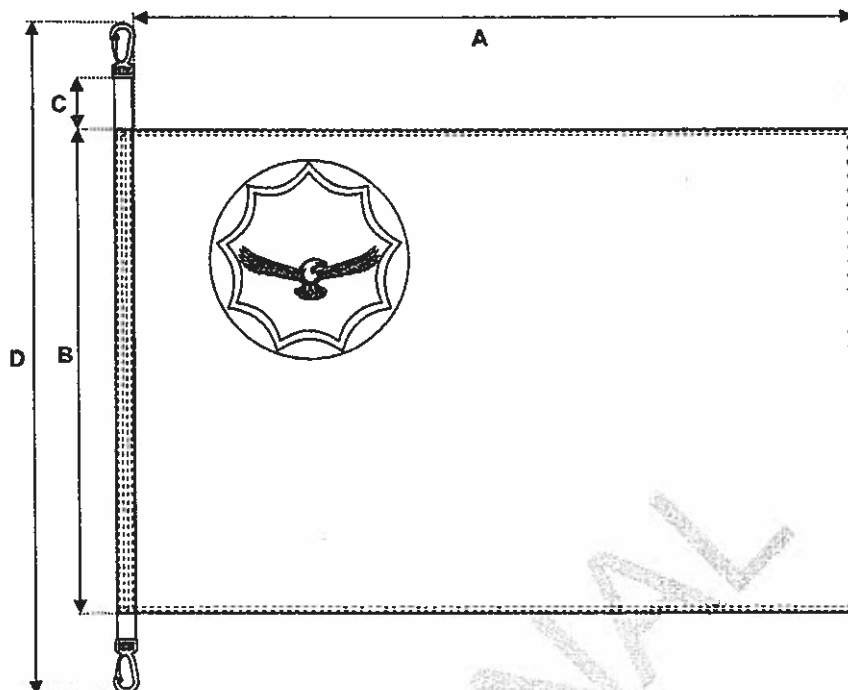


Table 4 – Dimensions of Type 2 Flags

1	2	3	4	5	6
Flag Type*	Flag designation	Nominal finished measurements, cm			
		A	B	C	D
		Width of flag (Excluding webbing)	Height of flag	Length of webbing (Measured from top edge of flag, excluding the snap hook)	Total length of finished webbing (Including snap hooks)
2	1 st Level of Command	90	60	4	80

* Dimensions of SAAF insignia are given in table 7.

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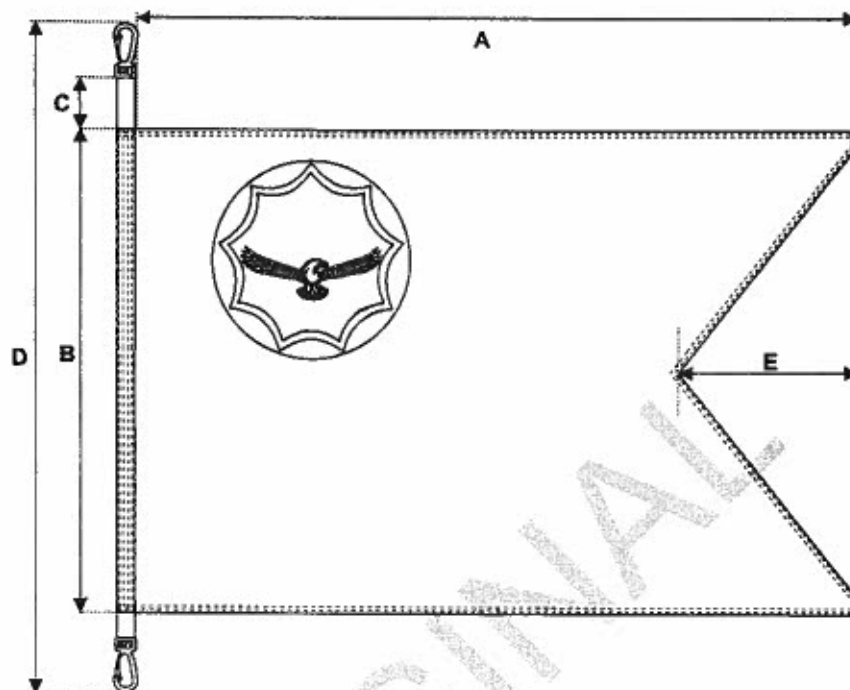


Table 5 – Dimensions of Type 3 Flags (Pennant)

1	2	3	4	5	6	7
Flag Type*	Flag designation	Nominal finished measurements, cm				
		A	B	C	D	E
		Width of flag (Excluding webbing)	Height of flag (At pole end)	Length of webbing (Measured from top edge of flag, excluding the snap hook)	Total length of finished webbing (Including snap hooks)	Depth of V Indent
3	2 nd level of command	90	60	4	80	30

* Dimensions of SAAF insignia are given in table 7.

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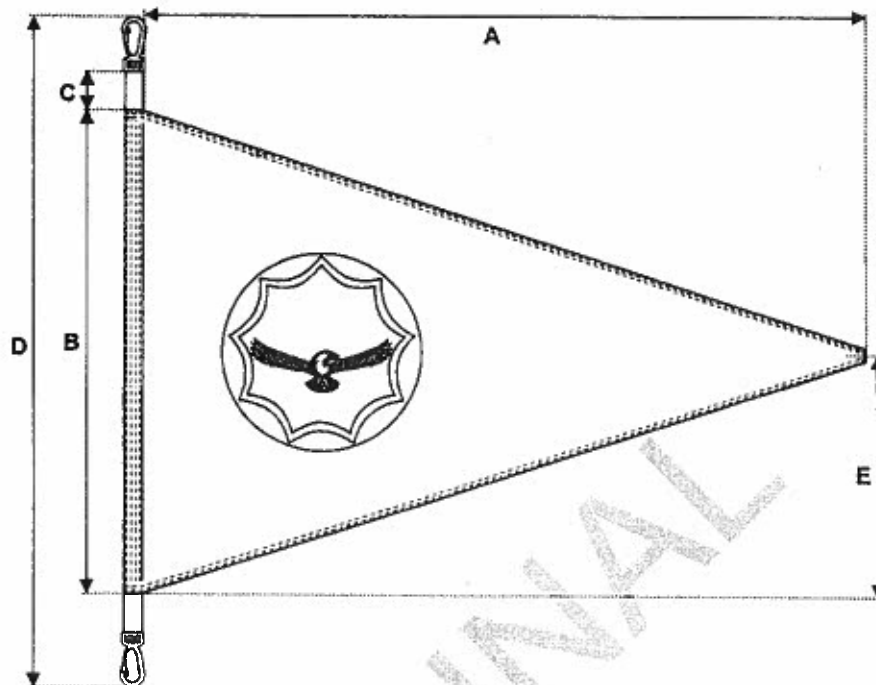


Table 6 – Dimensions of Type 4 Flags (Pennant)

1	2	3	4	5	6	7
Flag Type*	Flag designation	Nominal finished measurements, cm				
		A	B	C	D	E
		Width of flag (Excluding webbing)	Height of flag (At pole end)	Length of webbing (Measured from top edge of flag, excluding the snap hook)	Total length of finished webbing (Including snap hooks)	
4	3 rd level of command	90	60	4	80	30

* Dimensions of SAFF insignia are given in table 7.

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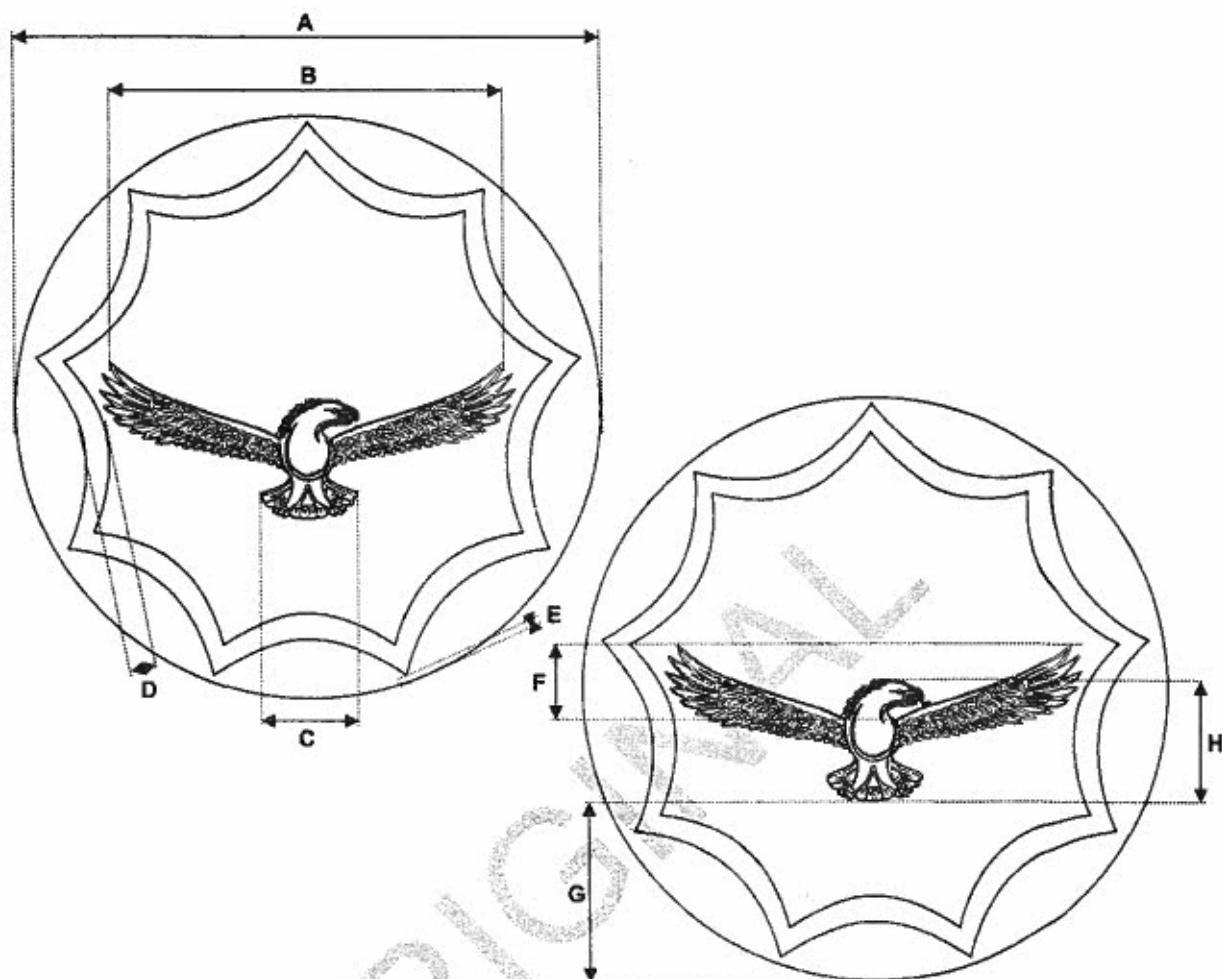
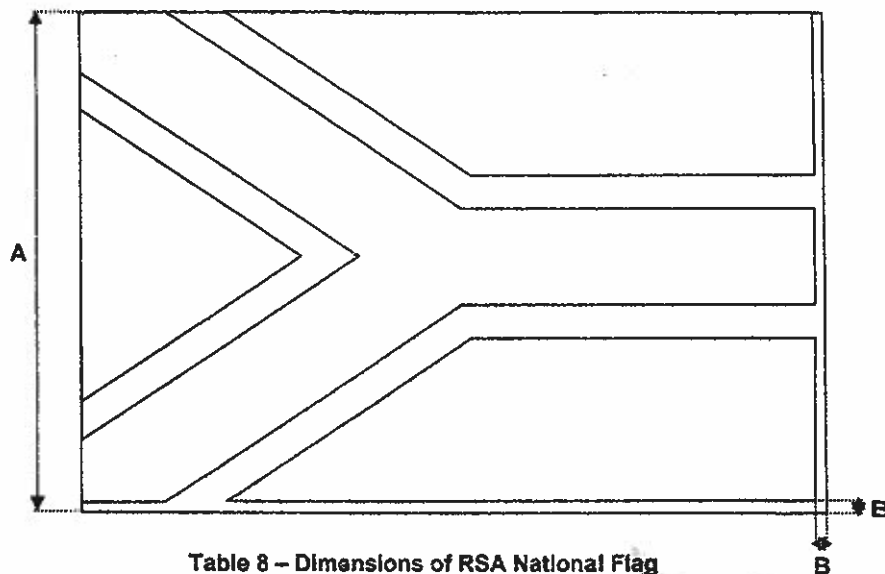


Table 7 – Dimensions of SAAF insignia

1	2	3	4	5	6	7	8	9	10	
Flag type	Flag designation	Nominal finished measurements, mm								
		A	B	C	D	E	F	G	H	
1	Ceremonial	645	435	105	23	Minimum 3 Maximum 6	80	203	133	
	Standard	430	290	70	15		55	135	85	
	Storm	215	145	35	7		27	67	44	
2	1 st level of Command	215	145	35	7		27	67	44	
3	2 nd level of Command									
4	3 rd level of Command									

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1	2	3	4
Flag type	Flag designation	Nominal finished measurements, mm	
		A	B
1	Ceremonial	910	21
	Standard	600	14
	Storm	300	7

9. Make

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

9.1 General requirements (applicable to all flag types)

9.1.1 Make

- ♦ to be made of bunting
- ♦ to be screen printed (see 9.1.2)
- ♦ fitted with webbing at the pole end (see 9.1.3)
- ♦ fitted with two snap hooks (see 9.1.4)
- ♦ free edges to be hemmed (fly, top and bottom edges as relevant)
 - fly, top and bottom edges to be turned in 10 mm and turned over 10 mm (finished width 10 mm)
 - hems to be sewn down with two rows of stitches, 3 mm and 9 mm from the outer edges
 - ends of each hem to be securely box-tacked
 - fly hem to have an additional row of stitching (zig-zag) positioned as near to the inner edges of the hem as is practical

9.1.2 Screen printing

- ♦ disperse dyes shall be used to ensure that all designs (and colours) are clearly defined on both sides of the flag

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- ◆ such that the outlines are clearly defined on both sides of the flag
- ◆ printed colours:
 - to have a colour fastness rating to water and weathering not lower than specified for the corresponding colours of bunting as given in SANS 1010
 - to have a colour fastness rating to rubbing (when tested in accordance with SANS 105-X16):
 - not lower than 4 for dry rubbing
 - not lower than 3 for wet rubbing
 - be acceptable matches, in terms of SANS 10076-6, to the relevant CKS 129 colours as given below:
 - SAAF insignia: to comply with colours as given in figure 6
 - National flag: comply with the colours as given in figure 8
 - Remaining sections: Colour No 501c-07 "Steel blue"

NOTE: The colour reference provided for the steel blue colour was originally allocated to a fabric with a different fibre composition than what is now required. The above given colour reference shall serve as a guideline in the interim and a new colour shall be registered (See Annex B).

9.1.3 Webbing

- ◆ webbing to be attached to the pole end of the flag
- ◆ webbing to extend 40 mm above the top edge of the flag (excluding the snap hook)
- ◆ an additional 80 mm of bunting shall be allowed (in the width of the flag) and to be sewn three times around the webbing
 - sewn with four parallel and equidistant rows of stitches
 - box-tacked at the top and bottom edges of the bunting
 - the additional width (80 mm of bunting) to be plain (white and not printed) and shall not form part of the design or proportions of the flag

9.1.4 Snap hooks

- ◆ attached to the webbing by being injection moulded
- ◆ attached at the outer edges of the webbing
- ◆ attached to the webbing in such a way that the opening part of the hook faces away from the flag

9.2 Design variations

9.2.1 Type 1 flag

- ◆ design to comply with the illustration as given in figure 1
 - RSA National Flag shall comply with the requirements as given in SANS 1212
 - shall be incorporated at the upper quarter at the pole end
 - outside dimensions to be as given in table 8
 - a white line shall be incorporated along the bottom and side edge (furthest from pole end) of the RSA National Flag
 - dimensions to be as given in table 8
 - SAAF insignia to be centred in the lower right quarter on the face side (mirror image to be on the reverse side of the flag)
 - dimensions to be as given in table 7
 - remaining sections of flag to be plain and be of colour No. 501c-07 "Steel blue"
- ◆ dimensions to be as given in table 3

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9.2.2 Type 2 flag

- ♦ design to comply with the illustration as given in figure 2
 - SAAF insignia to be centred in the upper left quarter on the face side (mirror image to be on the reverse side of the flag)
 - dimensions to be as given in table 7
 - remaining sections of flag to be plain and be of colour No. 501c-07 "Steel blue"
- ♦ dimensions to be as given in table 4

9.2.3 Type 3 flag

- ♦ design to comply with the illustration as given in figure 3
 - fly end to have a centrally positioned "V" indent
 - point of "V" to be reinforced with a self-colour facing of bunting (facing sewn to "V" indent shall form an integrated part of the hem)
 - inner point of "V" to be reinforced with a bar-tack, or zig-zag stitching to prevent the indent from tearing
 - SAAF insignia to be centred in the upper left quarter on the face side (mirror image to be on the reverse side of the flag)
 - dimensions to be as given in table 7
 - remaining sections of flag to be plain and be of colour No. 501c-07 "Steel blue"
- ♦ dimensions to be as given in table 5

9.2.4 Type 4 flag

- ♦ design to comply with the illustration as given in figure 4
 - to have a triangular shape, and width to be cut with a point at the fly end
 - SAAF insignia to be centred between the top end bottom edges of the flag on the face side (mirror image to be on the reverse side of the flag)
 - dimensions to be as given in table 7
 - positioned the same distance from the pole end of the flag as for Flag types 2 and 3 (approximately 115 mm)
 - remaining sections of flag to be plain and be of colour No. 501c-07 "Steel blue"
- ♦ width to be cut in the warp direction of the fabric
- ♦ dimensions to be as given in table 6

10. Stitches and Stitchings

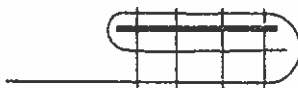
10.1 Stitches

Seaming and hemming: single needle lock stitch

Zigzag on fly hem: zigzag lock stitch

10.1 Seams

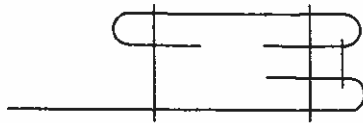
Attachment of bunting to webbing at pole end of flag: seam type EFq- 4 (amended)



Fold and turn in the edge of a ply of material around a strip, and so stitch with four rows of stitches that the strip is secured with each row of stitches.

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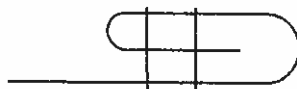
Attachment of facing to "V" indent on type 3 flags: seam type LSct-3 (amended)



Form seam Type SSa-1, using a strip on a ply of material. Then turn each back at the seam, turn in the edge of the strip, and seam to the ply with the appropriate number of rows of stitches.

10.2 Stitchings

Hems: stitching type EFb-2



Turn in the specified width at the edge of a ply of material, fold back the turned edge, and stitch the turned-in and folded portion with the appropriate number of rows of stitches.

10.3 Number of stitches

40 ± 4 per 10 cm

11. Care-labelling and marking of each flag

11.1 Label properties (applicable to all labels)

NOTE: Alternatively the required information below may be printed on the reverse side of the plain bunting (section covering the webbing).

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 flags (including the markings)

11.2 Care-labelling

- ♦ Each flag 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 9) 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"

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11.3 Marking

- ♦ Each flag to have, sewn in with the plain bunting-to-webbing seam (on the reverse side of the flag), a label that provides the following information:
 - the National Stock Number
 - the designation of the flag and the size
 - 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"

Table 9 – Care Instructions

	<i>Wash at 50°C maximum</i>
	<i>Do not bleach</i>
	<i>Do not tumble dry</i>
	<i>Iron/press at maximum sole plate temperature of 110 °C</i>
	<i>May be dry-cleaned</i>

12. Packing and marking of packaging

12.1 Packing

12.1.1 The flags shall be:

- ♦ delivered in a commercially dry condition
- ♦ so packed that they will not be damaged in transit or in storage
- ♦ neatly folded and individually packed in a plastics envelope of suitable size and shape
 - so that the markings on the label (or printed information on the plain bunting covering the webbing) is clearly visible
- ♦ unless otherwise specified in the order or contract, acceptably packed for transit in acceptable bulk containers that comply with the requirements of SALM 108, "Corrugated board boxes for clothing"

12.1.2 Flags:

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

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12.2 Marking of packaging

12.2.1 Plastics envelopes:

Each plastics envelope to be clearly marked with the following information:

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

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, flags, envelopes or containers (or any combination of these) to bear information additional so that specified above.

13. Normative references

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

AATCC test method 20, *Fiber analysis: Qualitative*. Available from World Wide Web
http://www.aatcc.org/Technical/Test_Methods/scopes/tm20.cfm

CKS 129, *Colours for textiles*.

SANS 85, *Thickness of wool fabrics*.

SANS 105-B02/ISO 105-B02, *Textiles – Tests for colour fastness – Part B02: Colour fastness to artificial light: Xenon arc fading lamp test*.

SANS 105-X16:2004/ISO 105-X16:2001, *Textiles – Tests for colour fastness – Part X16: Colour fastness to rubbing: Small areas*.

SANS 977, *Textile tolerances*.

SANS 1010, *Bunting*.

SANS 1212, *The National Flag*.

SANS 1309, *Printed labels for textiles*.

SANS 1362, *Sewing threads*.

SANS 5267, *Threads per centimetre in narrow woven textile fabrics*.

SANS 5330, *Mass per unit length of conditioned textile fabrics*.

SANS 5488, *Width of ribbons and other narrow fabrics*.

SANS 10011, *Care-labelling of textiles and clothing*.

* South African Bureau of Standards: Tel. +27 (0) 12 4287911

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SANS 10076-6, The assessment of defects in textile piece goods and made-up articles – Part 6:

Defects in woven filament piece goods.

SANS 10235 (SABS 0235) Fibre contents labelling of textiles and textile products.

SANS 13934-1/ISO 13934-1, Textiles – Tensile properties of fabrics – Part 1: Determination of maximum force and elongation at maximum force using the strip method.

ANNEX A

(Normative)

Special conditions of tender

A-1 GENERAL

- A-1.1** Unless otherwise stated, the South African Bureau of Standards shall be the inspecting authority.
- A-1.2** Three pre-production sample flags (of each size) shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each of these 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 flags 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 flags supplied to this specification may be in progress.
- A-1.4** The contractor shall inspect the finished flags for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5** Before acceptance, the flags 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 shall, in addition to the flags, contain the following:

- 1) The packaging slip/delivery note;
- 2) Where applicable the inspection certificate(s);
- 3) A copy of the invoice containing the following information:
 - a) the order number;
 - b) the financial authority number;
 - c) a full description of the consignment, i.e. items, sizes, quantity, etc.

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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.

A. The following scenarios require a submission of three metres of fabric (or printed blocks) from the successful tenderer:

1. A colour standard is archived.
2. First time registration is required (CKS 129 colour number does not exist).
3. Colour swatch stock at the SABS is no longer available.

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 tenderer.
2. The fabric shall be used to make new colour swatches which shall be the responsibility of the SABS.
3. The cost of the three metres of fabric (or printed blocks) shall be incorporated in the relevant tender submission.

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HISTORY SHEET				
DOC ISSUE	DATE	AMENDMENTS/HISTORY	CHECKED	
			NAME	INIT.
1	April 2007			
2	July 2010	1. Update all references. 2. Update format 3. Add stitches and seams. 4. Add webbing table. 5. Add Annex B. 6. Added illustrations. 7. Add approximate positioning of SAAF insignia of Type 2, 3 and 4 flags from plain bunting edge. 8. Change references to types of flag (were A, B, C,D) to types 1 to 4 (reason: not to be confused with the A, B, C, D given in die dimensions tables)		

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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 The following preference points system will be applicable to this tender:

- a. The applicable preference point system for this tender is the **80/20** preference point system.
- b. The **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 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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point 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 Tenderers: The Tenderer must indicate how they claim points for 80/20 preference point system).

THE TENDERER TO PICK ONLY ONE SPECIFIC GOAL AND INDICATE SUCH GOAL IN LAST COLUMN

STATUS LEVEL	SPECIFIC GOAL CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	TO BE COMPLETED BY BIDDER - INDICATE WHICH GOAL CLAIMED FOR
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		

STATUS LEVEL	SPECIFIC GOAL CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)	TO BE COMPLETED BY BIDDER - INDICATE WHICH GOAL CLAIMED FOR
Level 3	51% Owned by Women Military Veterans	16	
	or		
	51% Owned by Black Male EMEs		
	or		
	51% Owned by Woman EMEs		
	or		
	51% Owned by Black Woman 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 6	Not Applicable		
Level 7	Not Applicable		
Level 8	Non-Compliant Contributor	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 Paragraph 1.4, 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:

.....

.....

.....

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS

(GBCs)

TABLE OF CLAUSES

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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.

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

- 1.11 "Dumping" occurs when a private enterprise abroad 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.

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| 10. Delivery and documents | <p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p> |
| 11. Insurance | <p>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.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.</p> |
| 13. Incidental services | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (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. <p>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.</p> |
| 14. Spare parts | <p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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.

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| 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.

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| 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>(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>(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> |