

Telephone:

012 351 2502

Email:

Saafpu.Invitations@dod.mil.za

Enquiries:

Flight Sergeant S.S.M. Segata

SA Air Force Procurement Unit

Air Force Mobile Deployment Wing

Private Bag X05

Valhalla 0137

⊇9 September 2025

BID: SPU/B/DSS/042/25: CUT, MAKE AND TRIM OF GORGET PATCHES AND SUPPLY OF HAND EMBROIDERED ITEMS

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

VALIDITY PERIOD: 90 DAYS

CLOSING DATE & TIME FOR BID: 11:00 ON 23 OCTOBER 2025

- 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 (crossing 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 <u>not</u> be accepted for consideration.
- 5. The following members can be contacted regarding the following aspects of this Bid only during office hours:
 - a. Compilation of Bid Document: Flight Sergeant S.S.M.Segata at 012 351-2502.
 - b. Technical Information: Warrant Officer T. Pollock 012 351-5182.

<u>BID</u>: SPU/B/DSS/042/25: CUT, MAKE AND TRIM OF GORGET PATCHES AND SUPPLY OF HAND EMBROIDERED ITEMS

6. Authenticate this Document:

COMPANY NAME:	·
PHYSICAL	2. 2
ADDRESS:	
POSTAL	
ADDRESS:	
TEL NO:	
FACSIMILE NO:	
MOBILE NO:	
BANKING DETAILS:	
NAME (PRINT):	
CAPACITY:	
SIGNATURE:	
DATE:	

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

Yours Sincerely

(CAPTAIN T.R. MANGANYI)

OFFICER COMMANDING SA AIR FORCE PROCUREMENT UNIT: COLONEL

APPENDIX A
MANDATORY EVALUATION
CUT, MAKE AND TRIM OF
GORGET PATCHES AND SUPPLY
OF HAND EMBROIDERED ITEMS
DATED 29 September 2025

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
	Departme on the Na	Supplier Database: From 1 April 2016 it is mandatory for the ent of Defence (DOD) to make use of Suppliers that are Registered ational Treasury Central Supplier Database (CSD). Only Bidders that roof of Registration will be considered.	
	(Not olde	latory to Attach to this Price Quotation a CSD Registration Report or than Fourteen (14) Days). Bidders must comply to the following Criteria on the CSD Report:	
	i.	Supplier <u>must</u> be Tax Compliant.	
	ii.	Banking Details must be Verified Successfully.	
a.	iii.	Supplier <u>must</u> have a "Physical Address Type".	I
	iv.	CSD Report <u>must</u> reflect the Category / Commodity or Service the Company is Bidding for:	
		a) Segment Title: Apparel and luggage and Care Products	
		b) Family Title: Clothing	
		c) Class Title: Clothing accessories	
		d) Commodity Title: Gorgets	
		Adhere to abovementioned Minimum Criteria, on CSD Report idate the Price Quotation.	
	Signed S	SBD 1, 3 and 4: Bidder to fully Complete and Sign all the SBD	
	Documen	ts and submit a Copy of the Original by the Closing Date and Time.	
b.		Complete the Pricing, Signature (Consenting of Conditions) rmation (Block) at the Bottom of the Second Last page on	
		3. Failure to do so will invalidate the Bid	

SER NO	MANDATORY CRITERIA	SUBMITTED YES / NO
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.	Mandatory Documents: Appendix A1-A4 (Mandatory Evaluation Criteria) form Part of the Bid Document and must be completed and returned with Bid. Failure to do so will invalidate the Bid.	
e.	Special Conditions: Appendix B1-B3 form Part of the Bid Document and must be completed and returned with Bid. The bidder to take note of the set out conditions.	
f.	Capability Report: Bidder to submit a Valid SANAS Accredited Capability Report (not older than 12 Months). The South African Air Force (SAAF) reserves the right to give preference to Bidders with a Capability of 80% or Higher. If the Bidder makes use of a Subcontractor, the Sub- Contractor Capability Report must also be submitted Failure to submit this Report may invalidate the Bid.	
	NOTES	CONFIRM YES/NO
9 -	 Additional Documents: The following documents form part of the Bid Document: Enclosure 5 (SALM 238, Revised June 2010) Specification for Embroidered onlays for brims of women hats. Enclosure 6 (SALM 441, Version 07.0/ April 2020) Specification for Gorget Patches. Enclosure 7 (SALM 581, Version 03.0/April 2012) Specification for Hand Embroidered Cap Badges and Packaging. 	
h.	Price Reasonability: The Department will conduct market research to assess the reasonableness of prices submitted. Offers deemed not aligned to prevailing market rates will not be considered. The Department reserves the right to award or not award the bid.	
i.	<u>Discretionary Terms</u> : The South African Air Force reserves the right to disqualify any Bidder who has, in the past, failed to perform satisfactory or to deliver in accordance with contractual obligations.	

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

	<u>Criteria</u>	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 Price Quotation.

	<u>Criteria</u>	Points
Specific Goal		20/

- 4. <u>Preference Points (Specific Goals)</u>. A Price Quotation 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) Points for Preference Point claimed.
- 5. The point scored for PRICE must be added to point scored for SPECIFIC GOAL contribution claimed to obtain the Bidders total score out of 100.
- 6. <u>Calculation of SPECIFIC GOAL</u>. 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)
	51% Owned by Black Women Military Veterans	
	or	
Level 1	51% Owned by Black Youth	20
	or	
	51% Owned by Black People with Disability	
	51% Owned by Black Male Military Veterans	
	or	
Level 2	51% Owned by People with Disability	18
	or	
	51% Owned by Black Women EMEs	
	51% Owned by Women Military Veterans	
	or	
	51% Owned by Black Male EMEs	10
Level 3	or	16
	51% Owned by Women EMEs	
	51% Owned by Black Women QSEs	
	3178 GWIIed by Black Women QOLS	
	51% Owned by Male Military Veterans	
	or	
	51% Owned by Youth	
	or	
Level 4	51% Owned by any other EMEs	14
	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 Compliance Contributor	0

IMPORTANT NOTES

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

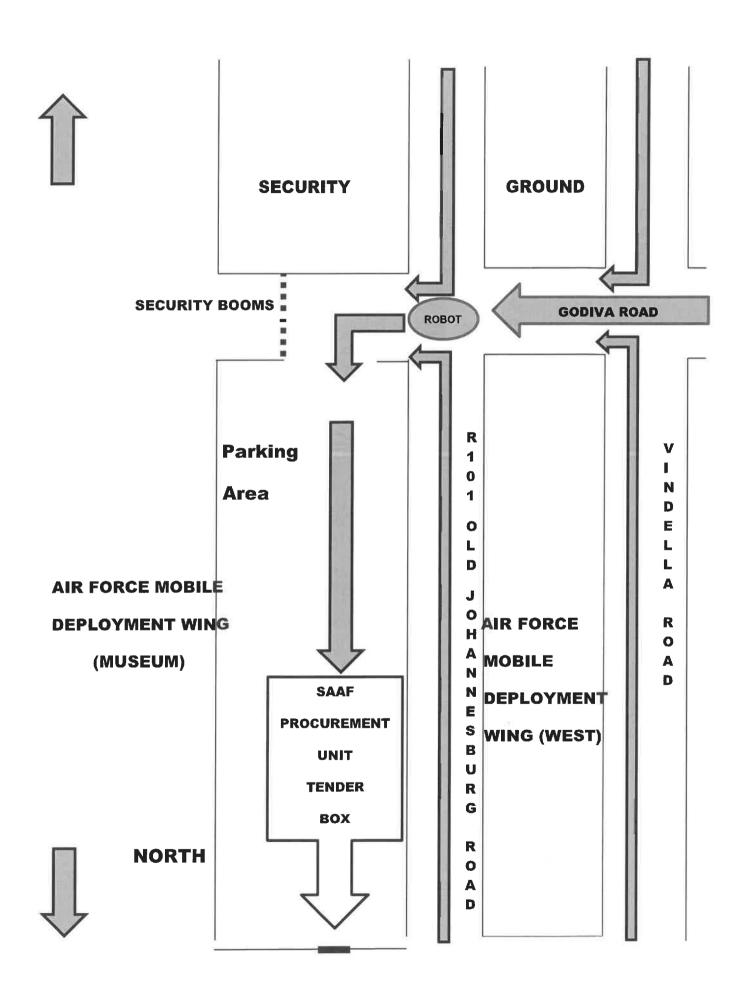
THE BID DOCUMENTATION, MUST BE PRINTED, COMPLETED AND RETURNED BY MEANS OF.

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

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

BID BOX: SAME ADDRESS AS ABOVE.

ROAD MAP ATTACHED FOR EASY REFERENCE



PART A INVITATION TO BID

OU ARE HEREBY INVIT	ED TO BID FOR F	REQUIREMENTS OF THE	SOUTH AFRICA	AN AIR FORCE PR	OCURE	MENT UNIT	
	DSS/042/25	CLOSING DATE:23 OC			CL	OSING TIME:	11:00
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ALHALLA							
37 (SEE ATTACHED M	IAP)						
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ONTACT PERSON	FLIGHT SERGE	ANT S.S.M SEGATA	CONTACT PE	RSON	WARR	ANT OFFICER T.	POLLOCK
ELEPHONE NUMBER	(012) 351 2504		TELEPHONE	NUMBER	(012) 3	51 5182	
ACSIMILE NUMBER	(012) 351 2340		FACSIMILE NUMBER N/A E-MAIL ADDRESS N/A				
MAIL ADDRESS	Saafpu.Invitatio	ons@dod.mil.za					
JPPLIER INFORMATION	N TABLE E						
AME OF BIDDER							
OSTAL ADDRESS							
FREET ADDRESS							
ELEPHONE NUMBER	CODE			NUMBER			
ELLPHONE NUMBER		41				41	
ACSIMILE NUMBER CODE NUMBER							
MAIL ADDRESS							
AT REGISTRATION JMBER				_			
JPPLIER OMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE NO:		MAAA	
CSD REGISTRATION	N REPORT NOT BE SUBMITTED	OLDER THAN FOUR	TEEN (14) DAY	S MUST BE SUI	BMITTE DINTS (ED WITH BID. S CLAIMEDI	WORN
3D REGISTRATION		PLICABLE BOX]	1	DAVIT SUBMITTED			LICABLE BOX]
EPORT ATTACHED				AL POINTS CLAIM	ED AS		Пν.
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DES THE ENTITY HAVE					Г	YES NO	
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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 PAR	TICULARS 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/042/25

Date: 09/30/2025 07:10:36 Author: S.S.M. Segata

PRICING SCHEDULE

SPU/B/DSS/042/25 0000596948 Document No: Bid No.

Company Name: Document Type Attention:

CUT,MAKE AND TRIM OF GORGET PATCHES AND SUPPLY OF HAND EMBROIDERED ITEMS Description:

2025/10/23 11:00:00 Created ZAR Closing Date: Currency: Status:

Validity Days:

Fax No: Cell No: Tel No:

Email:

Request for Bid Open

Date Required Quantity Required | Quantity Available Purchase Unit of Measure **Delivery Point** 8 10 AIR DEPOT Consumer Lead Time Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs Gorget, Patch, Generals, Regular Item Description Line Comment PLEASE TAKE NOTE ENCLOSURE 6 (Paragraph 10.1) 18-400-5821 Item Code Š.

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Page 1 of 7

19-181-8006 Gorget, Patch, Cenerals, Miniature for Summer Ceneranial Dress 10 AIR DEPOT 19-181-8006 Consumer Ceneranial Dress Consumer Ceneranial Dress Consumer Ceneranial Dress Consumer Ceneranial Delivery Costs Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs Consumer Ceneranial Delivery Costs Consumer Ceneranial Delivery Costs Consumer Ceneranial Delivery	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
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_	18-191-6080	Gorget, Patch, Colonel, Non Staff Qualified, Miniature for Summer Ceremonial Dress	10 AIR DEPOT		Pair	
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	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
	18-191-6082	Gorget, Patch, Chaplains, Non Staff Qualified, Spectrum vViolet on Spectrum Violet, Regular	10 AIR DEPOT		Pair	
_		Line Comment	Lead Time	Quantity Required	Quantity Available	
ш.	LEASE NOTE OF E	PLEASE NOTE OF ENCLOSURE 6 (Paragraph 10.7)		25		
	Total Unit	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs		The state of the s		
	Total C	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
_	18-191-6083	Gorget, Patch, Chaplains, Non Staff Qualified, Spectrum Violet, Miniature for Summer Ceremonial Dress	10 AIR DEPOT		Pair	
_		Line Comment	Lead Time	Quantity Required	Quantity Available	
11.	LEASE TAKE NOT	PLEASE TAKE NOTE: ENCLOSURE 6 (Paragraph 10.8)		30		
_	Total Unit	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total C	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				,
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_	18-182-5960	Gorget, Patch, Colonel, Chaplains, Miniature for Summer Ceremonial Dress	10 AIR DEPOT		Set	
_		Line Comment	Lead Time	Quantity Required	Quantity Available	
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19-407-3633 George Beth, Octored Chaplatins, Regular 10-AIR DEPOT 19-407-3639 Pair	ASE TAKE NOTE: Total Unit C Total Cos		lallingino	Delivery Point	Measure	Date Required
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Officers Women, Gold Hand Embroidered 10 AIR DEPOT Lead Time Quantity Required VAT and ALL Delivery Costs AT and ALL Delivery Costs	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
t Lead Time Quantity Required YAT and ALL Delivery Costs AT and ALL Delivery Costs	18-175-6734	Hat, Service, onlay Hat General Officers Women, Gold Hand Embroidered	10 AIR DEPOT		Each	
VAT and ALL Delivery Costs AT and ALL Delivery Costs		Line Comment	Lead Time	Quantity Required	-	
	EASE TAKE NOTE:	ENCLOSURE 5 (Paragraph 8.3)		50		
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	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
	18-420-9818	Hat, Service, Onlay Hat, LT Col and Colonel (Senior Officers), Gold Hand Embroidered	10 AIR DEPOT		Each	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
딥	EASE TAKE NOTE	PLEASE TAKE NOTE: ENCLOSURE 5 (Paragraph 8.2)		90		
	Total Unit	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
L.	Total Cc	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
H				The state of the s		
	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
Ш	18-420-9815	Hat, Service, Onlay, Hat Major Women, Gold Embroidered	10 AIR DEPOT		Each	
		Line Comment	Lead Time	Quantity Required	Quantity Required Quantity Available	
교	EASE TAKE NOTE	PLEASE TAKE NOTE: ENCLOSURE 5 (Paragraph 8.1)		20		
Ш	Total Unit	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
L	Total Cc	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

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- ournaru rems and conditions" or "General Conditions of Contract" Available on Websites () or attached. The awarding of the price guotation 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. followed the control of the execution of all obligations entrusted upon me. followed the supplier or any other present agarding 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

	Capacity:	
 O	lame:	Signature:

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

Questionnaires

Questionnaires / Evaluation Criteria

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

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RESTRICTED



Enclosure 3-1

SPECIAL CONDITIONS FOR THE CUT, MAKE TRIM AND SUPPLY OF GORGET PATCHES

GENERAL

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

STANDARDS

- 4. Rating per garment. As this is a cut, make, trim and supply item the SAAF requires the rating per item. This will be utilised to determine the fabric required by the manufacturer for production. Bidders must ensure that they understand what fabric will be supplied by the SAAF.
- 5. <u>SANS and CKS specifications</u>. The SANS and CKS specifications, if requested in this bid are obtainable from the Director, SA Bureau of Standards, Pretoria, Cape Town, Durban and Port Elizabeth.
- 6. <u>Colour Standard (where applicable)</u>. In the event of it being required that the material specified must match a specified colour standard, such colour is to be approved by the appointed test house/ SAAF Product system Manager prior to the purchasing or manufacturing of bulk quantities required for garment production.

PRE-PRODUCTION SAMPLES, TESTS, ANALYSIS AND INSPECTIONS

- 7. <u>Pre-production Samples (PPS).</u> It is expected from the successful bidder to submit one (1) PPS and trim charts to the SAAF for submission to the appointed test house for testing and sealing.
- 8. Unless otherwise stipulated by the SAAF, the first PPS must be submitted within 30 calendar days from receipt of fabric supplied by the SAAF. The SAAF will arrange for the required fabric to be delivered to the successful bidder within 21 calendar days from receipt of the official government order.
- 9. In the case of a failure or non-submission a second PPS is to be submitted to the SAAF Product System Manager within 14 calendar days after the successful bidder was informed of the findings regarding the first PPS.

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

10. If the second PPS either fails again or is not submitted, the successful bidder has 7 calendar days to re-submit a third PPS. Failure to deliver the samples within the specified time and according



14.

RESTRICTED



Enclosure 3-2

SPECIAL CONDITIONS FOR THE CUT, MAKE TRIM AND SUPPLY OF GORGET PATCHES

to the required specification(s) will lead to cancellation of the contract and the commencement of paragraph 21 of the General Conditions of the Contract (GCC).

IMPORTANT: It must be noted that the SAAF will only be responsible for the first attempt pass of the pre-production sample testing.

- 11. <u>Commencement with production</u>. Mass production shall only commence after the South African Air Force Product System Manager has informed the successful bidder that the PPS passed.
- 12. <u>In Process Inspections</u>. The SAAF may request In Process Inspections for certain items as determined from time to time. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.
- 13. <u>Consignment Inspections</u>. The acceptance of all goods/materials ordered on contract as a result of this bid will be subject to inspection/testing by the appointed test house for compliance with specification(s). The SAAF reserves the right to have these inspections at the delivery point stipulated in the bid documents. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor including transport costs. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.

Signature(s) of bidder of assignee(s)
Name:
Representing:

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



RESTRICTED

APPENDIX-B3

Enclosure 4-1

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SPECIAL CONDITIONS FOR THE SUPPLY OF EMBROIDERED ITEMS

HAND

GENERAL

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

STANDARDS

- 4. <u>SANS and CKS specifications</u>. The SANS and CKS specifications, if requested in this bid are obtainable from the Director, SA Bureau of Standards, Pretoria, Cape Town, Durban and Port Elizabeth.
- 5. <u>Colour Standard (where applicable)</u>. In the event of it being required that the material specified must match a specified colour standard, such colour is to be approved by the appointed test house/ SAAF Product system Manager prior to the purchasing or manufacturing of bulk quantities required for garment production.

PRE-PRODUCTION SAMPLES, TESTS, ANALYSIS AND INSPECTIONS

- 6. <u>Pre-production Samples (PPS).</u> It is expected from the successful bidder to submit one (1) PPS and trim charts to the SAAF for submission to the appointed test house for testing and sealing.
- 7. Unless otherwise stipulated by the SAAF, the first PPS must be submitted within 30 calendar days from receipt of the official government order from the SAAF.
- 8. In the case of a failure or non-submission a second PPS is to be submitted to the SAAF Product System Manager within 14 calendar days after the successful bidder was informed of the findings regarding the first PPS.

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

9. If the second PPS either fails again or is not submitted, the successful bidder has 7 calendar days to re-submit a third PPS. Failure to deliver the samples within the specified time and according to the required specification(s) will lead to cancellation of the contract and the commencement of paragraph 21 of the General Conditions of the Contract (GCC).

IMPORTANT: It must be noted that the SAAF will only be responsible for the first attempt pass of the pre-production sample testing.



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Enclosure 4-2

SPECIAL CONDITIONS FOR THE SUPPLY OF EMBROIDERED ITEMS

HAND

- 10. <u>Commencement with production</u>. Mass production shall only commence after the South African Air Force Product System Manager has informed the successful bidder that the PPS passed.
- 11. <u>In Process Inspections</u>. The SAAF may request In Process Inspections for certain items as determined from time to time. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.
- 12. <u>Consignment Inspections</u>. The acceptance of all goods/materials ordered on contract as a result of this bid will be subject to inspection/testing by the appointed test house for compliance with specification(s). The SAAF reserves the right to have these inspections at the delivery point stipulated in the bid documents. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor including transport costs. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.

Ponre	esenting:
Name	
Signa	ture(s) of bidder of assignee(s)
13.	The contents of these special conditions have been noted and accepted.

PRIVATE SPECIFICATION

Prepared for the

SOUTH AFRICAN AIR FORCE



EMBROIDERED ONLAYS FOR BRIMS OF WOMEN'S HATS

For Major Senior Officers General Officers



SALM 238 Revised June 2010

1. Scope

This specification covers the material, cut and make of embroidered onlays for brims of women's hats. The variations of brim onlays covered by this specification are as follows:

National Stock Number
18-420-9815
18-420-9818
18-175-6734

2. Definitions and Abbreviations

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

acceptable: acceptable to the South African Air Force

assaying: the testing of a metal or ore to determine its ingredients and quality

inductively coupled plasma (ICP): precise and accurate multi-element analytical technique for the determination of trace elements in a variety of liquid and solid sample materials

nominal: subject to the tolerances normal to good manufacturing practice

SANS: South African National Standard

X-ray fluorescent spectrometry: is a non-destructive analytical technique used to identify and determine the concentrations of elements present in solid, powdered and liquid samples

Style

The style is as follows:

- supplied in three variations (according to rank)
- melton base fabric
- fully lined (backed) with calico fabric
- fitted with gold wire embroidery
- · shape of onlay to correspond with shape of embroidery

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4. Illustrations

Illustrations are not to scale and are for guidance only.



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5. Client Furnished Materials

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

6. Component Materials

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

6.1 Base fabric

- be a woollen melton fabric
- nominal mass per area of 360 g/m² when tested in accordance with SANS 79 (or SANS 80 in case of a dispute)
- colour to be a match, in terms of SANS 10076-5, The assessment of defects in textile piece-goods and made-up articles Part 5: Defects in woven woollen and worsted piece-goods, to colour No 461-06c "SAAF Dark blue grey" of CKS 129 "Colours for textiles"

6.2 Backing fabric

- an acceptable black calico fabric
- of nominal mass per area 160 g/m² when tested in accordance with SANS 79 or 80 (as relevant)
- comply with the performance requirements as given in SANS 1401-7 "Woven cotton and similar household fabrics and articles Part 7: Cotton curtain lining

6.3 Gold wire (for embroidery)

- shall be tubular
- type and finished used:
 - Matt or Bright tubular gold wire
 - Jaceron
 - to be as given in section 10
- with nominal outside diameter of 0,8 mm
- to be tarnish treated and the composition shall be as given in table 1
- content shall be tested by the following
 - assaving
 - X-ray fluorescent spectrometry
 - inductively coupled plasma (ICP)

Table 1 - Composition of gold wire¹

Metal type	Content %
Gold .	2 (min.)
Silver	1
Nickel	5
Copper	92

¹ See Annex B.

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7. Workmanship

The embroidered onlays shall be:

- cut, made and embroidered with first-class workmanship throughout
- of uniform and acceptable make, colour and finish
- durable at all times and no separation shall occur between the adhesive, base fabric and backing cloth

Embroidery shall be free from:

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

Ends of embroidery threads shall be:

• trimmed

All loose embroidery threads shall be:

removed

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8. Sizes and dimensions

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A tolerance of \pm 2 mm applies to all measurements given in 8.1, 8.2 and 8.3.

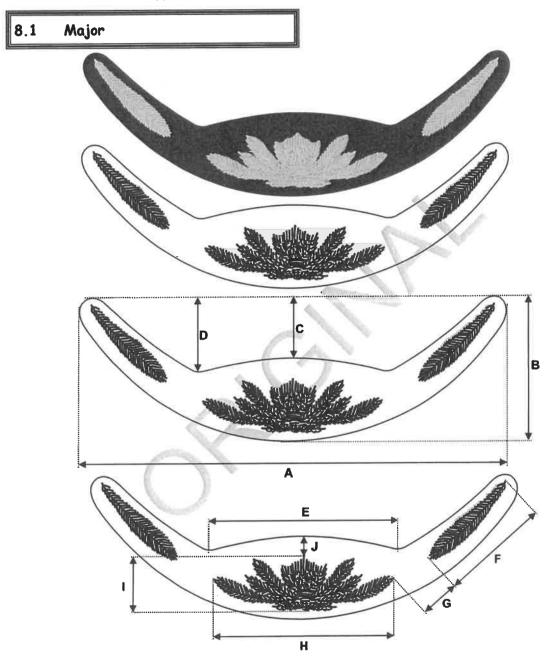
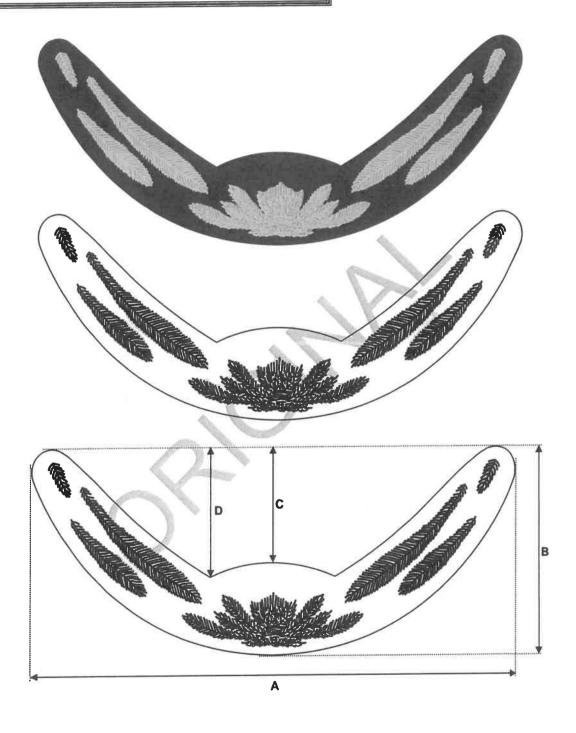


Table 2 – Dimensions of peak onlay for rank: Major

Rank	Α	В	С	D	-	-
	145 mm	50 mm	20 mm	26 mm	-	-
Major E	Major E F G	G	Н		J	
_	60 mm	37 mm	13 mm	62 mm	19 mm	5 mm

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8.2 Lt Colonel and Colonel (Senior Officers)



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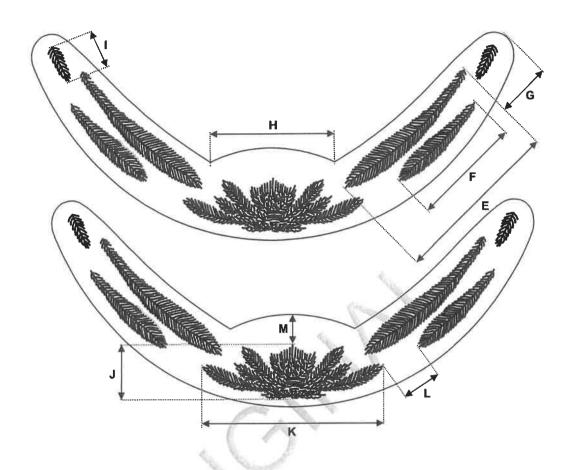
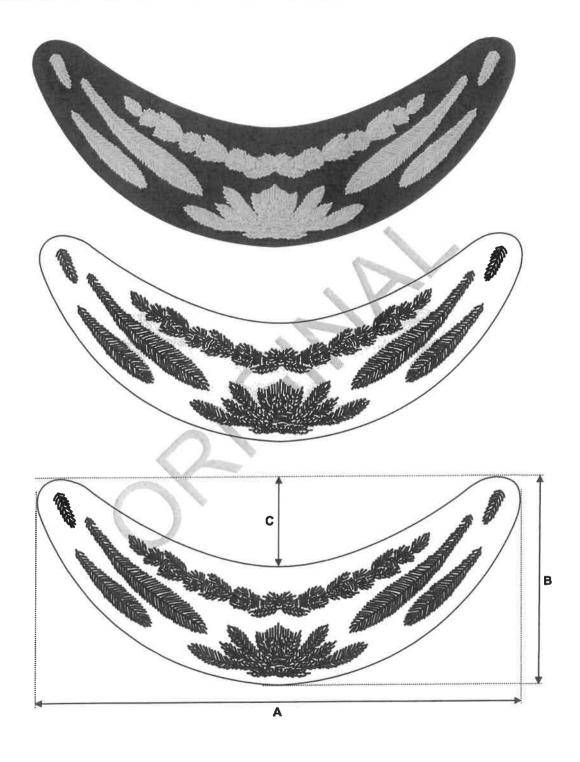


Table 3 - Dimensions of peak onlays for Senior Officers

Rank	Α	В	С	D	-
ATTENDED TO	178 mm	75 mm	42 mm	46 mm	
Senior Officers	E	F	G	Н	
() Y	57 mm	34 mm	22 mm	45 mm	13 mm
	J	K	L	M	-
Walant Co.	19 mm	59 mm	18 mm	7 mm	

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8.3 General Officers



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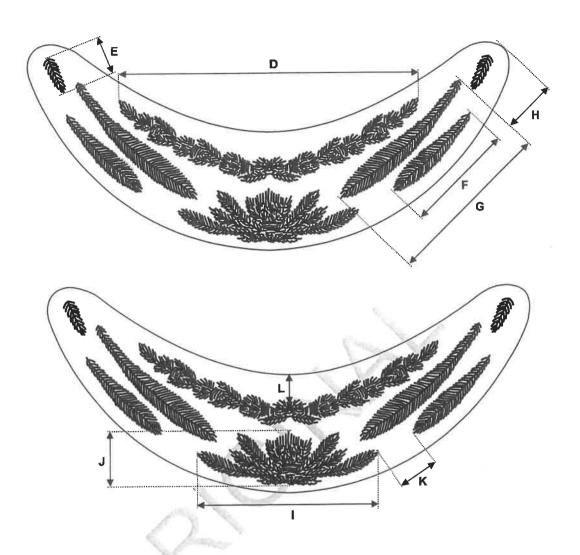


Table 4 - Dimensions of peak onlays for General Officers

Rank	Α	В	C	-	-
	175 mm	74 mm	32 mm	-	-
General Officers	D	E	F	G	Н
	106 mm	13 mm	39 mm	58 mm	23 mm
		J	K	L	-
	64 mm	20 mm	14 mm	7 mm	-

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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

Each onlay shall be:

- made of base material
- embroidered with gold wire
- lined with backing fabric
- 100% proportionate in size to the relevant sealed sample

Base material and backing fabric shall be:

- bonded in such a way that the bonded unit:
 - has a uniform finish
 - is free from perforations, untreated areas and other imperfections (e.g. blisters and ripples)
- acceptably finished that no fraying shall occur along the cut edges

Adhesive used for bonding shall:

- not contain any constituent that may have a toxic or irritating effect on the skin
- be such that it adheres to both materials and will not under any circumstances emit an unpleasant ordour.

9.2 Gold wire embroidery

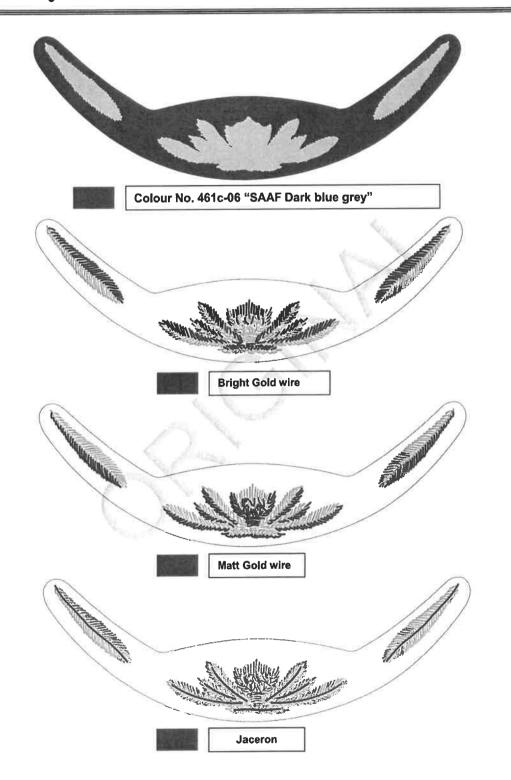
- to be made to the design and dimensions as given below:
 - Major: See section 8.1 and 10.1
 - Senior Officers: see section 8.2 and 10.2
 - General Officers: see section 8.3 and 10.3
- to be hand embroidered
- the pieces of gold wire shall be laid close together so that no base material is visible between the wire

10. Component identification

The black colour-filled section indicates the application of the relevant component and colour.

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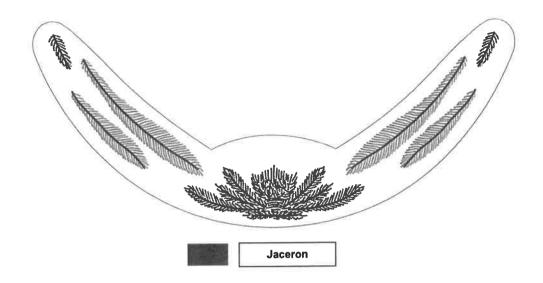
10.1 Major



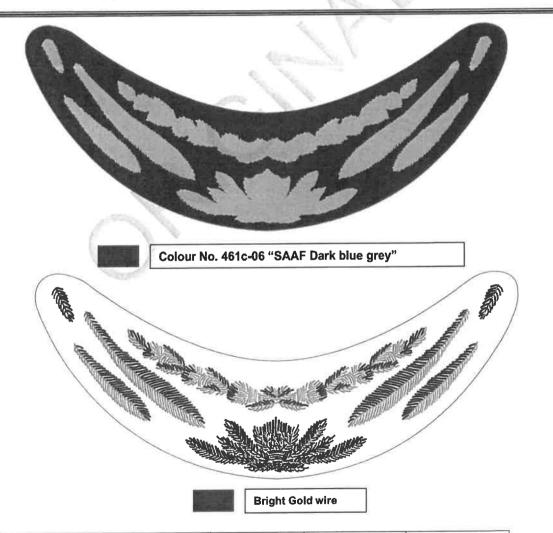
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10.2 Senior Officers Colour No. 461c-06 "SAAF Dark blue grey" **Bright Gold wire** Company of the Control of the Contro The second secon Matt Gold wire

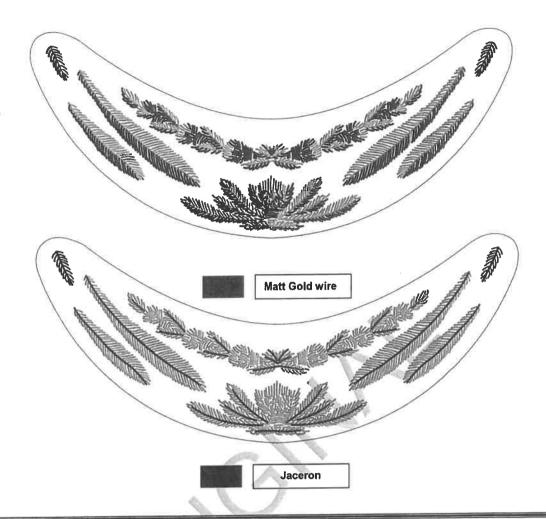
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10.3 General Officers



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11. Packing and marking of packaging

11.1 Packing

11.1.1 The onlays shall be:

delivered in a commercially dry condition

so packed that they will not be damaged in transit or in storage

• individually packed in a clear plastics envelope of suitable size and shape with a pull and press

The individually packed embroidered onlays shall be:

packed in clear bulk plastics envelopes of suitable size and shape

The bulk plastics envelopes shall be:

 packed in a bulk container that shall comply with the requirements as given in SALM 108 "Corrugated board boxes for clothing".

11.1.2 Onlays:

 of the same type (rank variation) to be packed together in a bulk plastics envelope and bulk container (unless quantities ordered are such that packing together of the same rank only is not justified)

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 of different ranks may also be packed together in a bulk container to accommodate the last part of an order or contract

11.2 Marking of packaging

11.2.1 Individual and bulk plastics envelopes:

Plastics envelope to be clearly marked with the following information:

- the designation, i.e. "Embroidered onlays, hat brims (women's)"
- the rank
- the NSN
- the manufacturer's name or trademark
- the year of manufacture

11.2.2 Bulk containers:

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

11.3 Additional marking

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

12. Normative References

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

SALM 108, Corrugated board boxes for clothing.

SANS 79, Textiles - Mass per unit area of conditioned fabrics.

SANS 80, Mass (oven-dry plus conventional allowance) per unit area of textile fabrics, free from non-fibrous material.

SANS 1401-7, Woven cotton and similar household fabrics and articles Part 7: Cotton curtain lining.

SANS 10371, Terms and definitions for clothing.

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

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

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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 Two pre-production sample embroidered onlay of each type, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. The sample embroidered onlays 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 the sample.

Note: In instances where a new tender has been awarded and the successful tenderer had previously manufactured embroidered onlays according to the SAAF specification, the tenderer may apply for re-sealing of a previously submitted pre-production sample embroidered onlay. The re-sealing will be allowed at the discretion of the South African Air Force and is applicable to pre-production samples not older than three years.

- A-1.3 The onlays 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 onlays supplied to this specification may be in progress.
- A-1.4 The contractor shall inspect the finished onlays for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5 Before acceptance, the onlays shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

A-2 DOCUMENTATION

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

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

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ANNEX B

(Normative)

Additional information on the composition of the wire

Base alloy(white metal): Copper – 95%; Nickel – 5 % Electroplated with silver (1%) Electroplated with gold (2,2%)

ANNEX C

(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 reregistration shall be required.

A. The following scenarios require a submission of three metres of fabric (where relevant) 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:

- 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 shall be incorporated in the relevant tender submission.

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HISTORY SHEET				
DOC ISSUE DATE	DATE	AMENDMENTS/HISTORY	CHECKED	
IOOOL			NAME	INIT
1	March 2006	First release		
2	June 2010	a) Updated format and layout of spec.		
		b) Add definitions.		
		c) Delete reference to withdrawn standard SANS 941.		
		d) Amended gold wire composition. Add annex B.		
		e) Add Annex C		
		Add dimensions of embroidered design on peak.		
		g) Add matt, bright and Jaceron gold wire application.		

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PRIVATE SPECIFICATION

Prepared for the

South African Air Force



GORGET PATCHES

for

Generals, Colonels, Colonel Chaplains & Chaplains (Regular and Miniature for Summer Ceremonial Dress)



SALM 441 Version 07.0/April 2020

1. Scope

This specification covers the material, cut, make and trim of five types (each type in two size variations) of gorget patches for personnel of the South African Air Force. This specification covers the variations as given in table 1.

2. Definitions and Abbreviations

For the purpose of this specification the following shall apply:

acceptable: acceptable to the South African Air Force

nominal: subject to the tolerances normal to good manufacturing practice

SANS: South African National Standard

3. Style

- five types
- each type to be supplied in two size variations
- each type to be supplied in pairs
- types to be as given in table 1

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Table 1 – Gorget types

Туре	National Stock Number	Item description	Illustration
1(a)	18-400-5821	Gorget patch, Generals, Regular	« /456
1(b)	18-181-8606	Gorget patch, Generals, Miniature for Summer Ceremonial Dress	(4446)
2(a)	18-400-5817	Gorget patch, Colonels, Staff Qualified, Regular	(D)
2(b)	18-181-8607	Gorget patch, Colonels, Staff Qualified, Miniature for Summer Ceremonial Dress	
3(a)	18-407-3633	Gorget patch, Colonel Chaplains, Regular	
3(b)	18-182-5960	Gorget patch, Colonel Chaplains, Miniature for Summer Ceremonial Dress	
4(a)	18-191-6082	Gorget patch, Chaplains, Non- staff Qualified, Spectrum Violet on Spectrum Violet, Regular	Danish Market
4(b)	18-191-6083	Gorget patch, Chaplains, Non- staff Qualified, Spectrum Violet on Spectrum Violet, Miniature for Summer Ceremonial Dress	
5(a)	18-407-3635	Gorget patch, Colonel, Non-staff Qualified, Blue on Blue, Regular	
5(b)	18-191-6080	Gorget patch, Colonel, Non-staff Qualified, Blue on Blue, Miniature for Summer Ceremonial Dress	(P)

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4. Illustrations

Illustrations are not to scale and are for guidance only.

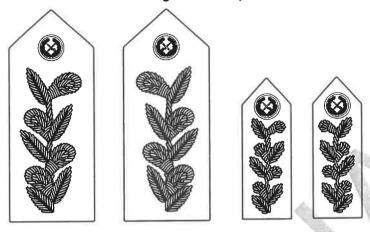


Figure 1 – Gorget patches, Generals, Regular & Miniature

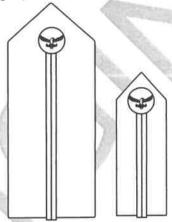


Figure 2 – Gorget patches, Staff Qualified Colonels and Colonel Chaplains, Regular & Miniature

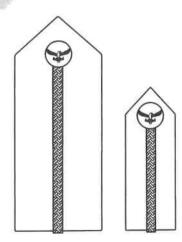


Figure 2 – Gorget patches, Non-Staff Qualified Colonels and Chaplains, Regular & Miniature

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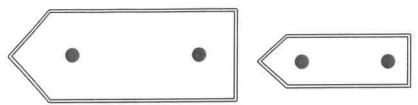


Figure 3 - Back view of gorget patches for Generals

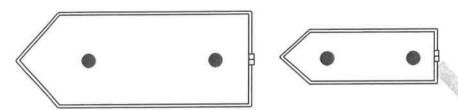


Figure 4 - Back view of gorget patches for Staff Qualified Colonels and Colonel Chaplains

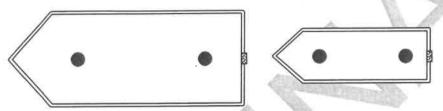


Figure 5 - Back view of gorget patches for Non-Staff Qualified Colonels and Chaplains

5. Client Furnished Materials

The South African Air Force shall supply the following:

5.1 Outer material

- to be a barathea fabric that complies with the requirements for type 68 of SANS 346
- ♦ colour to be a match, in terms of SANS 10076-5, to the following CKS 129 "Colours for textiles" colours as given in table 2
- quantity supplied shall be in accordance with the material ratings agreed upon between the South African Air Force and the successful bidder in order to fulfil the contract
- outer material for pre-production samples and for testing purposes to be estimated and rated additionally

Table 2 –	Colour of	outer	material
-----------	-----------	-------	----------

Item	Colour No.	Title
Gorgets for Generals and Colonels	509c-96	Flight blue
Gorgets for Chaplains and Colonel Chaplains	545c-06	Spectrum violet

5.2 Metal buttons

- two different types of metal buttons shall be supplied and shall be as given in 5.2.1 to 5.2.2
- quantity supplied shall be in accordance with the quantity required in order to fulfil the contract
- buttons for pre-production samples to be added as well

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5.2.1 Generals

- 10 mm metal shank button
- incorporating a wreath, crossed sword and baton



5.2.2 All other ranks

- 10 mm metal shank buttons
- incorporating the SAAF eagle



6. Component Materials

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

6.1 Interlining

- an acceptable woven or non-woven fusible interlining
- to comply with the requirements of SANS 1254 "Fusible interlinings"

The selection of interlining of appropriate mass per unit area to be determined by consultation with the supplier of the interlining.

6.2 Stiffener strip

- an acceptable firm plastics stiffener
- not to become brittle with age
- of nominal thickness 1 mm

6.3 Lining

- an acceptable cotton or polyester and cotton fabric
- colour to be black

6.4 Gold wire (for embroidery)

- shall be tubular
- shall have a matt or bright finish as relevant
- with nominal outside diameter of 0,8 mm
- to be tarnish treated
- composition shall be as given in table 3
- content shall be tested by the following
 - assaying
 - X-ray fluorescent spectrometry
 - inductively coupled plasma (ICP)

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Table 3 - Composition of gold wire¹

1	2
Metal type	Content %
Gold	2 (min.)
Silver	1
Nickel	5
Copper	92

6.5 Braid

- two types of braids shall be used
- to be as given in table 4
- both types shall be synthetic
- both shall be of nominal width 4 mm

Table 4 - Braid

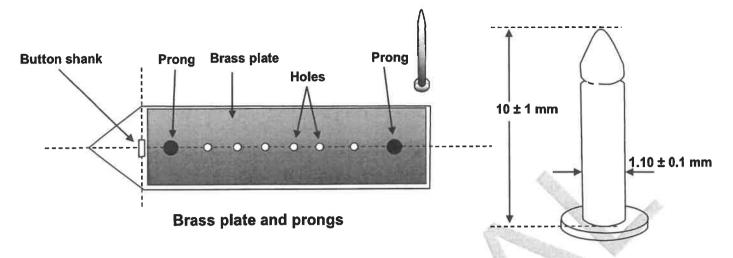
		Victoria de la companya del la companya de la compa
1	2	3
Rank	Description	CKS 129 Colour
Staff Qualified Colonels	Synthetic piping braid that consists of	Colour to be an acceptable gold colour as agreed upon between SAAF and the
Colonel Chaplains	two cores interlaced with a herringbone pattern	successful tenderer
Non-staff Qualified Chaplains	Synthetic flat braid	Colour No. 545c-06 "Spectrum violet"
Non-staff Qualified Colonels		Colour No. 509c-96 "Flight blue"

6.6 Brass plate with prongs

- an acceptable brass plate with two soldered prongs
 - hard or silver soldered to the brass plate
 - made from cold drawn bright nickel silver or brass wire
 - of dimensions to be as given in figure 6
 - sharp point shall be free from burrs
 - any distortion of the prongs shall be rectified during soldering
 - all soldering shall be clean, strong, smooth and free from flux and excess soldering
 - centrally positioned on the brass plate
 - positioned in such a way that when the brass plate is positioned on the underside of the plastics stiffener;
 - the first prong shall be positioned as close as possible to the shank of the button, but with enough space allowed for the successful engagement of a clutch
 - the second prong shall be positioned approximately 15 mm from the square outer edge of the gorget patch, such as to not interfere with the folded edge of the piping (where relevant)
- brass plate to be supplied in two sizes
 - width to correspond with the dimensions of the regular and miniature gorget patches respectively
- brass plate to extend from the base of the mitre to the outer edge of the gorget patch (applicable to both sizes, i.e. Regular and Miniature)
- brass plate to incorporate holes to allow sewing thread to pass through the plastics stiffener and brass plate to secure all components
- clutches to comply with the requirements as given in paragraph 6.7

¹ See Annex B.

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Dimensions of prongs

Figure 6 - Prongs and brass plate

6.7 Clutches

4,

- acceptable rubber PVC clutches
- design to be as given in figure below
- nominal diameter of base to be 11 mm
- colour to be black or white
- the diameter of the shaft (centre hole) shall be such as to permit full and secure engagement of the prong



6.8 Sewing threads

- to comply with relevant requirements of SANS 1362 "Sewing threads"
- colour to be an acceptable match to the colour with which it is used
- polyester-an-cotton core-spun OR staple polyester thread
- ♦ ticket No. 80

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7. Workmanship

The gorgets shall be:

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

Shall be free from:

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

Seams and stitches shall be:

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

Ends of sewing shall be:

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

8. Make

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

8.1 General

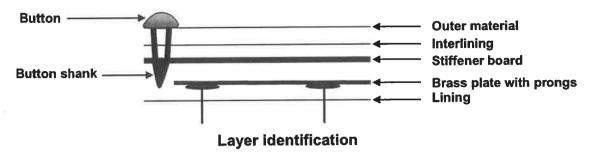
the gorgets shall be supplied in five types and two size variations as given in table 1

8.2 Gorget base

Each gorget base shall:

- consist of the following:
 - outer material that is interlined with interlining
 - > colour of outer material to be as given in table 2
 - stiffener board that is covered with outer material
 - > outer material to be securely attached to the stiffener board by means of hand felling
 - brass plate positioned at the underside of the stiffener board
 - > to be securely attached to the stiffener board by means of hand felling
 - underside of plastics stiffener board to be lined with lining
 - lining to be folded in along the raw edges and securely attached to the outer material by means of hand felling
 - prongs on brass plate to be pressed through the lining and fitted with two clutches
- be of dimensions as given in section 9

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8.2 Gorget decoration

Each gorget base shall:

- be fitted with an appropriate button as given in section 5 and table 5
 - button to be positioned on the outside of the gorget patch, with the shank positioned through the outer material, interlining and plastics stiffener board
 - button to be centrally positioned and level with the base of the mitre
 - button to be correctly positioned with the top of the button facing towards the mitred point of the gorget patch
- be decorated with gold wire embroidery, applicable to the appropriate type as given in table 5
 - to be hand embroidered
 - the pieces of gold wire shall be laid close together so that no outer material is visible between the wire
- be decorated with braid, applicable to the appropriate types as given in table 5
 - braid to be sewn centrally along the length of the gorget patch
 - braid to extend from the shank of the button to the end of the patch
 - free ends of the piping to be secured on the inside of the patch (sandwiched between the outer material and lining)

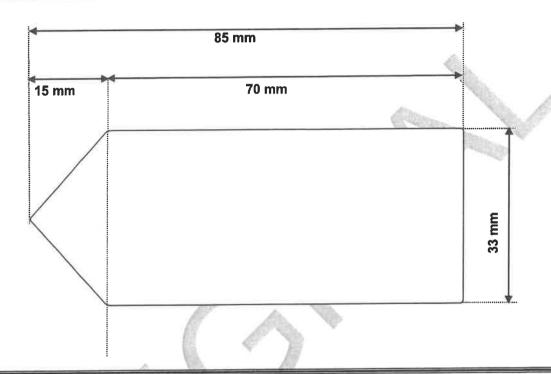
Table 5 - Decorations on gorget patches

1	2	3	4
Item ¹	Decoration type	Design	Button design
Gorgets for Génerals	Gold wire embroidery	See section 10.1 & 10.2	Sword and baton
Gorgets for Staff Qualified Colonels	Piping braid	See section 10.3 & 10.4	
Gorgets for Colonel Chaplains	Piping braid	See section 10.5 & 10.6	SAAF eagle
Gorgets for Chaplains (Spectrum violet on Spectrum Violet)	Flat braid	See section 10.7 & 10.8	
Gorgets for Non-Qualified Colonels (Blue on Blue)	Flat braid	See section 10.9 & 10.10	

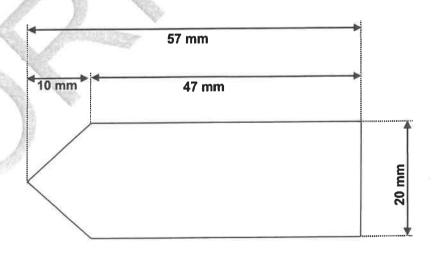
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9. Dimensions of gorget patches

9.1 Dimensions of regular gorget patch



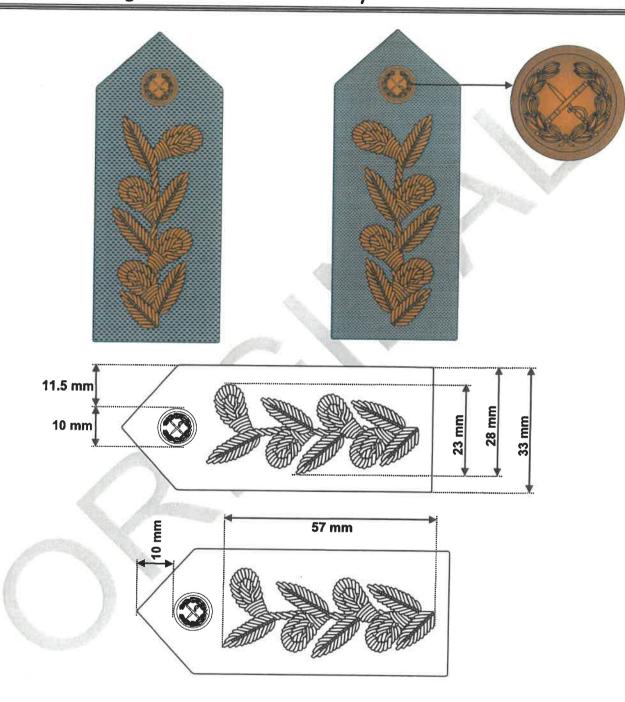
9.2 Dimensions of Miniature gorget patch



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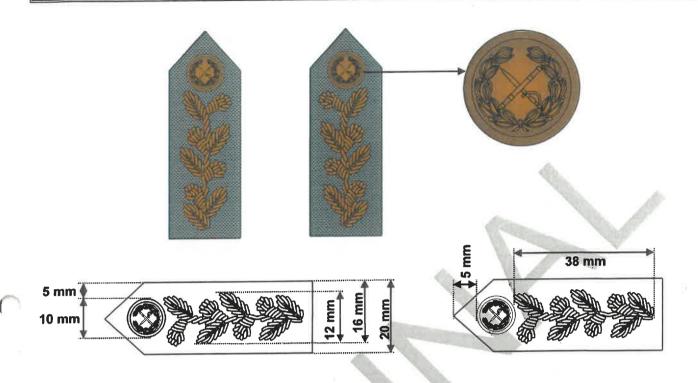
10. Decorative designs

10.1 General, Regular: Gold wire embroidery

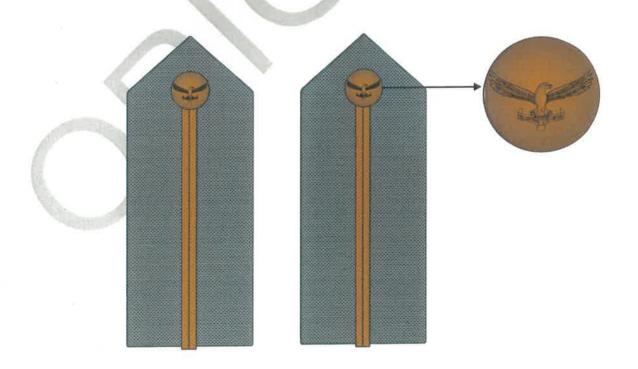


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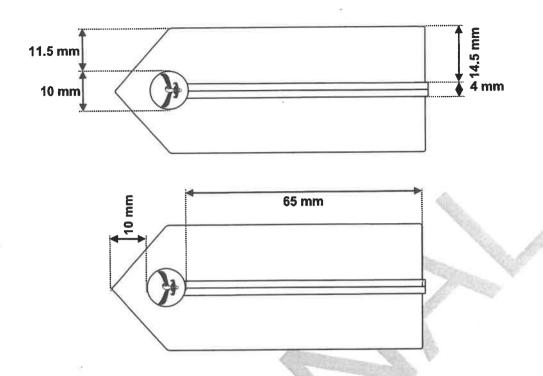
10.2 General, Miniature: Gold wire embroidery



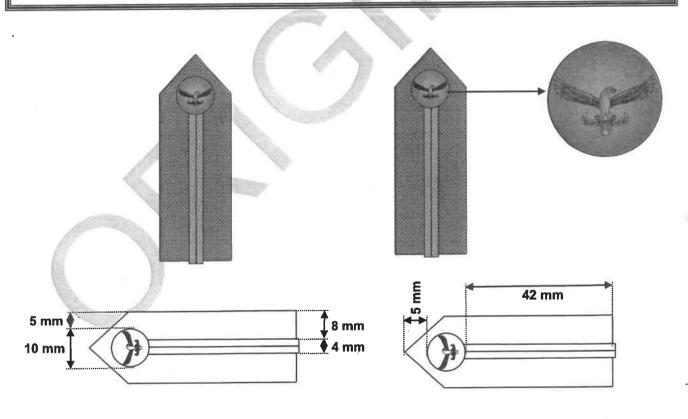
10.3 Staff Qualified Colonel, Regular: Piping braid



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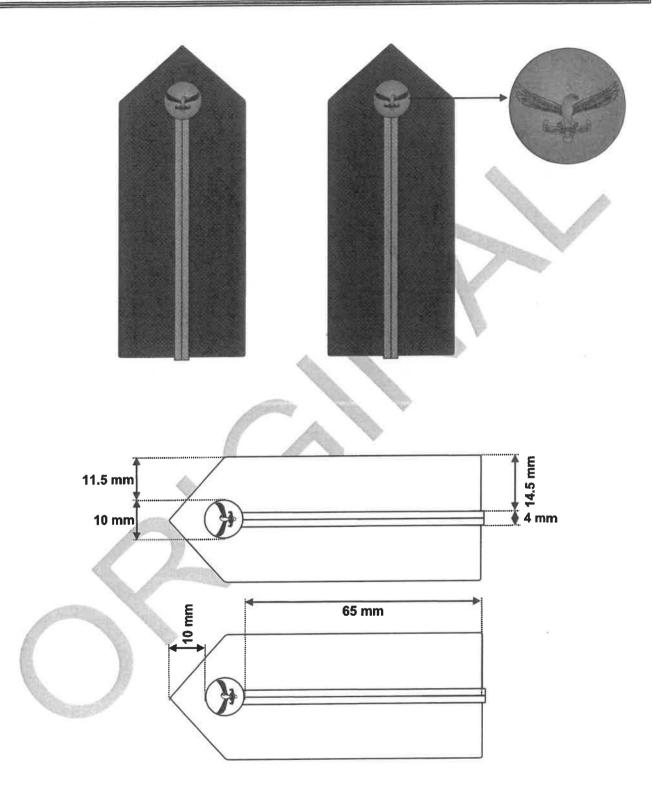


10.4 Staff Qualified Colonel, Miniature: Piping braid



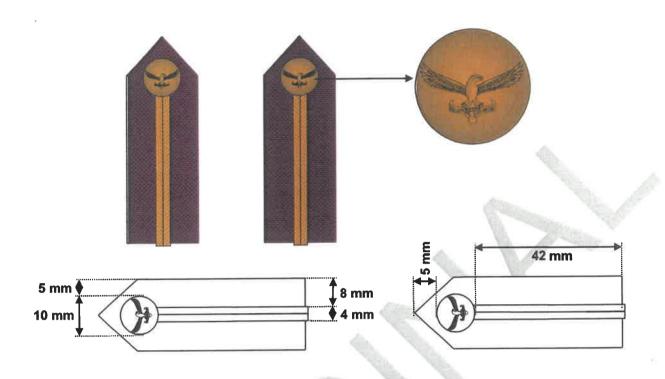
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10.5 Colonel Chaplain, Regular: Piping braid

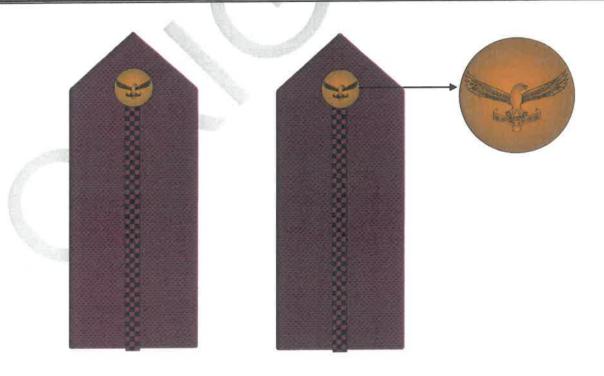


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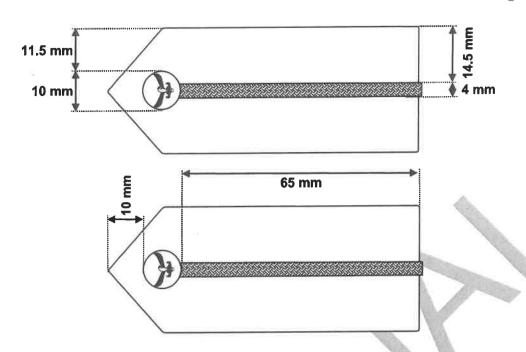
10.6 Colonel Chaplain, Miniature: Piping braid



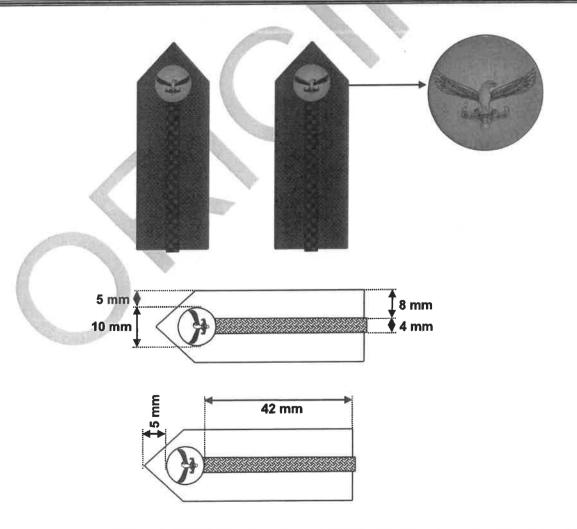
10.7 Non-staff Qualified Chaplain, Regular: Flat braid



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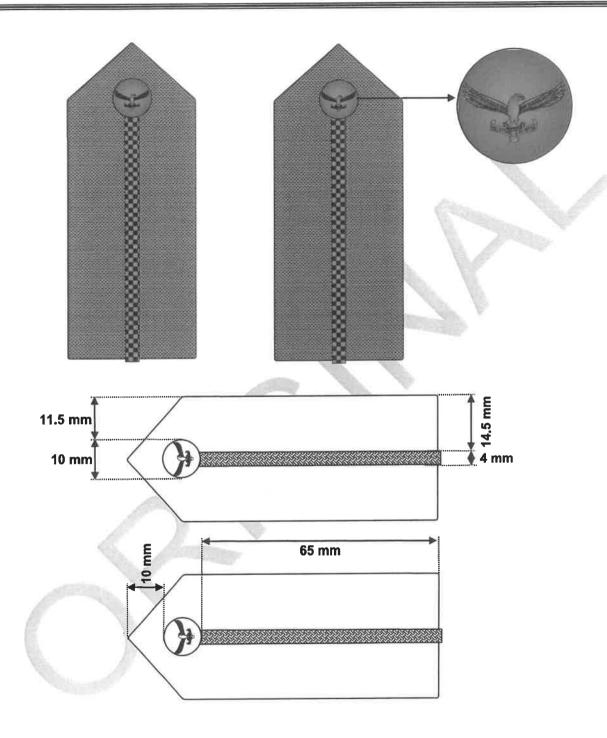


10.8 Non-Staff Qualified Chaplain, Miniature: Flat braid



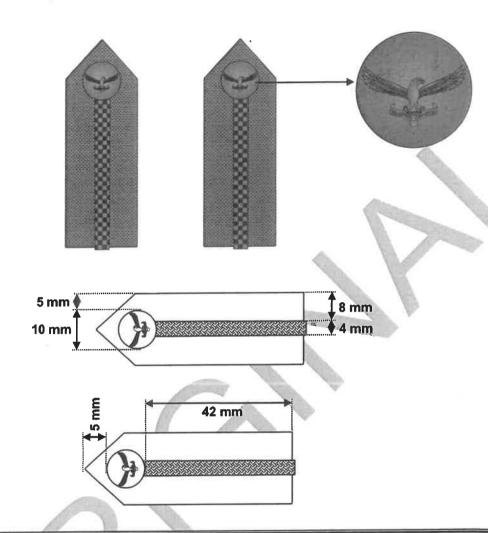
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10.9 Non-staff Qualified Colonel, Regular: Flat braid



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10.10 Non-staff Qualified, Miniature: Flat braid



11. Stitches, Seams and Stichings

11.1 Stitches

All stitches: hand-felling stitch

11.2 Seams

Seams: seam type SSa



Superimpose two or more plies of material and seam with the appropriate number of rows of stitches positioned at the specified distance(s) from the aligned edges.

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11.3 Number of stitches

The determination of sewing stitches per unit length will be done in accordance with SANS 5278 "Sewing stitches per unit length"

seams: 40 ± 4 per 10 cm

12. Packing and marking of packaging

12.1 Packing

12.1.1 The gorgets shall be:

• delivered in a commercially dry condition

so packed that they will not be damaged in transit or in storage

packed as given in table 6

Table 6 - Packaging

		1	2
		PACKAGING MATERIAL ^a	CONTAINING b
A.	Sma	Il plastics envelope	1 pair gorget patches and four clutches
В.	Bulk	plastics envelope with pull and press opening and ire	Envelopes of A
C.	Bulk	container for transit	Envelopes of B
	C.1	Large quantities: acceptable bulk containers that comply with the requirements of SALM 108	,
	C.2	Small quantities: bulk containers to have a maximum height of 278 ± 3 mm	
		e size and shape. ne designation.	

12.1.2 Gorgets:

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

12.2 Marking of packaging

12.2.1 Plastics envelopes:

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

- the designation, e.g. "Gorget patch, General, Regular"
- the National Stock Number
- the year of manufacture
- the manufacturer's name of trademark
- the order or contract number

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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, gorgets, clutches, plastics envelopes or bulk containers (or any combination of these) to bear information additional to that specified above.

13. Normative References

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

CKS 129, Colours for textiles.

SALM 108. Corrugated board boxes for clothing.

SANS 346, Woven worsted fabrics.

SANS 1254, Fusible interlinings.

SANS 1362, Sewing threads.

SANS 5278. Sewing stitches per unit length.

SANS 10371, Terms and definitions for clothing.

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

* Standards South Africa: Tel. +27 (0) 12 4287911

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ANNEX A

(Normative)

Special conditions of tender

A-1 GENERAL

- **A-1.1** Unless otherwise stated, the South African Air Force or an appointed SANAS accredited inspection body shall be the inspecting authority.
- A-1.2 Three pre-production sample gorget patch pairs (of each different rank and size ordered), shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each pair of these samples shall be accompanied by a trim chart containing a sample of each component material (as given in 6) and the relevant certificates. It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
- A-1.3 The gorgets 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 gorgets supplied to this specification may be in progress
- **A-1.4** The contractor shall inspect the finished gorgets for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5 Before acceptance, the gorgets shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

A-2 DOCUMENTATION

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

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

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ANNEX B

(Normative)

Additional information on the composition of the wire

Base alloy(white metal): Copper – 95%; Nickel – 5 %

Electroplated with silver (1%) Electroplated with gold (2,2%)



For offic	e use only			
		HISTORY SHEET		
VERSION	DATE	AMENDMENTS/HISTORY		
1		First release		
2	May 1997			
3	August 2008 January 2011	 a) Updated format and layout of spec. b) Add Annex B and C. c) Add miniature gorgets. d) Update colour references. e) Update embroidery wire references. f) Delete references to other Forces. g) Add reference to brass plate and prong fastening mechanism. a) Shorten length of prong on 		
		back to 8 mm (+1 mm)		
5	July 2014	Add two new types of gorget patches Change clutch type Change braid/piping application		
6	February 2019	Amend pin/prong length to be 10 mm long Amend Annex A and C Update normative references		
7	April 2020	SAAF to supply outer material Delete Annex C (Since SAAF supply the fabric, the colour registration does not concern the gorget manufacturer)		

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PRIVATE SPECIFICATION

Prepared for the

South African Air Force



HAND EMBROIDERED CAP BADGES

For

General Officers

Chief Warrant Officers

Senior Chief Warrant Officers





SALM 581 Version 03.0/April 2012

1. Scope

This specification covers the materials, make and design of hand embroidered cap badges for personnel of the South African Air Force. The specification covers cap badges for ranks as given in table 1.

Table 1 - Cap badge variations

1	2	
Rank	National Stock Number	
Chief Warrant Officer & Senior Chief Warrant Officer	8445-18-187-6369	
General Officers	8445-18-175-0275	

2. Definitions and Abbreviations

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

acceptable: acceptable to the South African Air Force

assaying: the testing of a metal or ore to determine its ingredients and quality

inductively coupled plasma (ICP): precise and accurate multi-element analytical technique for the determination of trace elements in a variety of liquid and solid sample materials

nominal: subject to the tolerances normal to good manufacturing practice

NSN: National Stock Number as reflected as Item Number on a Government Order

SANS: South African National Standard

X-ray fluorescent spectrometry: is a non-destructive analytical technique used to identify and determine the concentrations of elements present in solid, powdered and liquid samples

3. Style

The style is as follows:

- · melton base fabric
- fully lined (backed) with calico fabric
- non-woven filler sandwiched between the base fabric and lining
- fitted with two different embroidered designs (depending on rank)
 - gold wire
 - cotton embroidery thread

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4. Illustrations

Illustrations are not to scale and are for guidance only.



Figure 1 – Embroidered cap badge for General Officers



Figure 2 – Embroidered cap badge for Chief Warrant Officers/Senior Chief Warrant Officers

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5. Client Furnished Materials

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

6. Component Materials

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

6.1 Base fabric

- be a woollen melton fabric
- nominal mass per area of 360 g/m² when tested in accordance with SANS 79 (or SANS 80 in case of a dispute)
- colour to be a match, in terms of SANS 10076-5, "The assessment of defects in textile piece-goods and made-up articles Part 5: Defects in woven woollen and worsted piece-goods", to colour No 509c-96¹ "SAAF Flight blue" of CKS 129 "Colours for textiles"

6.2 Backing fabric

- an acceptable black calico fabric
- ♦ of nominal mass per area 160 g/m² when tested in accordance with SANS 79 or 80 (as relevant)
- comply with the performance requirements as given in SANS 1401-7 "Woven cotton and similar household fabrics and articles Part 7: Cotton curtain lining"

6.3 Gold wire (for embroidery)

- ♦ shall be tubular.
- type and finished used:
 - Matt or Bright tubular gold wire
 - Frise tubular gold
 - Lamé gold
 - Jaceron
 - to be as given in section 10
- tubular wire to have a nominal outside diameter of 0,8 mm
- to be tarnish treated and the composition shall be as given in table 2
- colours to be acceptable matches to the relevant colours of the sealed samples held by the South African Bureau of Standards²
- content shall be tested by the following
 - assaying, X-ray fluorescent spectrometry, inductively coupled plasma (ICP)

Table 2 - Composition of gold wire a

Metal type	Content %
Gold	2 (min.)
Silver	1
Nickel	5
Copper	92
See Annex B.	

² South African Bureau of Standards: Tel. +27 (0) 12 4286281

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See Annex C.



6.4 Filler

acceptable non-woven filler

6.5 Thread for attaching the gold wire

- 100% polyester
- ticket No. 50
- colour to be an acceptable match to the colour with which it is used

6.6 Cotton embroidery thread

- 100% cotton hand embroidery thread
- clours to be as given in table 3

Table 3 – Colours of cotton embroidery thread ^a

1	2	3
Colour	CKS 129 Colour No	Colour Title
Red	2203c-96	National Flag Red
Black	2201c-96	National Flag Black
Green	2205c-96	National Flag Green

6.7 Thread for definition

- 100% polyester
- ticket No. 80
- colour to be black

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7. Workmanship

The embroidered badges shall be:

- cut, made and embroidered with first-class workmanship throughout
- of uniform and acceptable make, colour and finish
- durable at all times and no separation shall occur between the adhesive, base fabric and backing cloth

Embroidery shall be free from:

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

Ends of embroidery threads shall be:

trimmed

All loose embroidery threads shall be:

removed



8. Sizes and dimensions

A tolerance of \pm 2 mm applies to all measurements.

8.1 General Officers

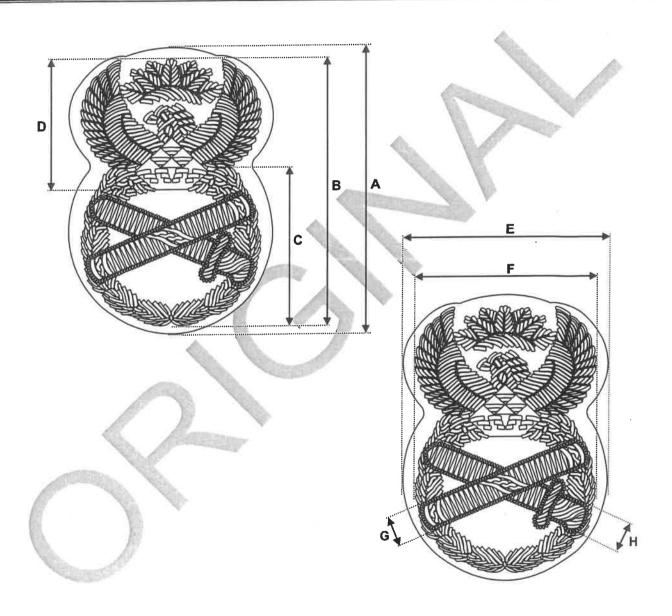
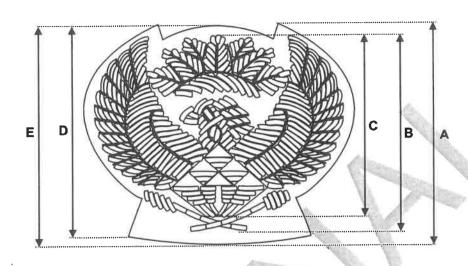


Table 4 - Dimensions of cap badge: General Officers

Item	Α	В	С	D
	70 mm	64 mm	38 mm	32 mm
Cap badge, General	E	F	G	Н
Officers	50 mm	43 mm	6 mm	5 mm

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8.2 Chief Warrant Officer/Senior Chief Warrant Officer



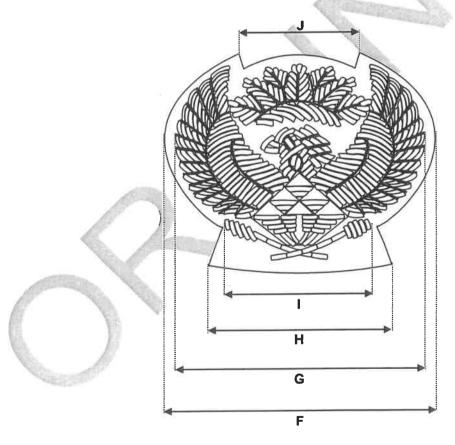


Table 5 - Dimensions of cap badge: Chief Warrant Officer & Senior Chief Warrant Officer

Item	Α	В	С	D	E
	44 mm	40 mm	35 mm	41 mm	43 mm
Cap badge, CWO &	F	G	Н		J
scwo	51 mm	47 mm	33 mm.	26 mm	25 mm

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9. Make

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

9.1 Construction requirements

Each badge shall be:

- made of base fabric
- fully lined with backing fabric
- fitted with filler in the centre
- embroidered with gold wire and cotton embroidery thread
- ♦ 100% proportionate in size to the relevant sealed sample

Base material and backing fabric shall be:

- bonded in such a way that the bonded unit:
 - has a uniform finish
 - is free from perforations, untreated areas and other imperfections (e.g. blisters and ripples)
 - can withstand dry-cleaning
- acceptably finished that no fraying shall occuration the cut edges

Adhesive used for bonding shall:

- not contain any constituent that may have a toxic or irritating effect on the skin
- be such that it adheres to both materials and will not under any circumstances emit an unpleasant odour

9.2 Lining and filler

Each badge shall be:

- fully lined with backing fabric
- partially interlined with filler
 - sandwiched between the base fabric and backing fabric
 - positioned behind the embroidered design to form a domed effect

9.3 Embroidered design

- centrally positioned on the base fabric
- to be hand embroidered
- design to be supplied in two variations as given in 9.3.1 and 9.3.2

9.3.1 General Officers

- to be made to the dimensions as given in section 8.1
- comply with the design as given in figure 1
- design elements to include the following:

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- Crest of the South African National Coat of Arms

positioned at the top of the badge

embroidered with matt and bright gold wire, Frisé gold and cotton hand embroidery thread

application of embroidery thread type and finish to be as given in section 10.1

pieces of gold wire and cotton embroidery thread shall be laid close together so that no base material is visible between the wire and thread respectively

laurel wreath

positioned below the crest

to be attached to the side edges of the Protea at the base of the Crest

embroidered with tubular matt gold wire (see section 10.1)

pieces of gold wire thread shall be laid close together so that no base material is visible between the wire

sword and baton

baton to cross and overlap the sword

> to be centrally positioned, and superimposed on top of the laurel wreath

embroidered with tubular matt gold wire thread, Frisé gold, Lamé gold and Jaceron (see section 10.1)

the blade of the sword and baton shall be not be flat, but shall incorporate an additional component that shall be concealed by the gold Lamé to create a raised effect

9.3.2 Chief Warrant Officers & Senior Chief Warrant Officer

- to be made to the dimensions as given in section 8.2
- comply with the design as given in figure 2
- design elements to include the following:

crest of the South African National Coat of Arms

positioned at the top of the badge

embroidered with matt and bright gold wire, Frisé gold and cotton hand embroidery thread

> application of embroidery thread type and finish to be as given in section 10.2

pieces of gold wire and cotton embroidery thread shall be laid close together so that no base material is visible between the wire and thread respectively

spear and knobkierie

> spear and knobkierie to cross at the base of the protea

> to be centrally positioned

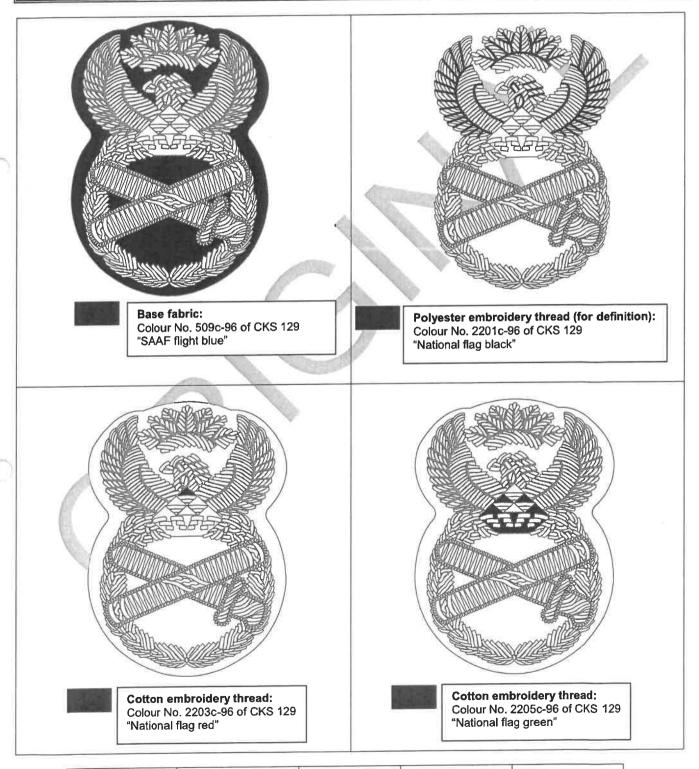
embroidered with Frise gold (see section 10.2)

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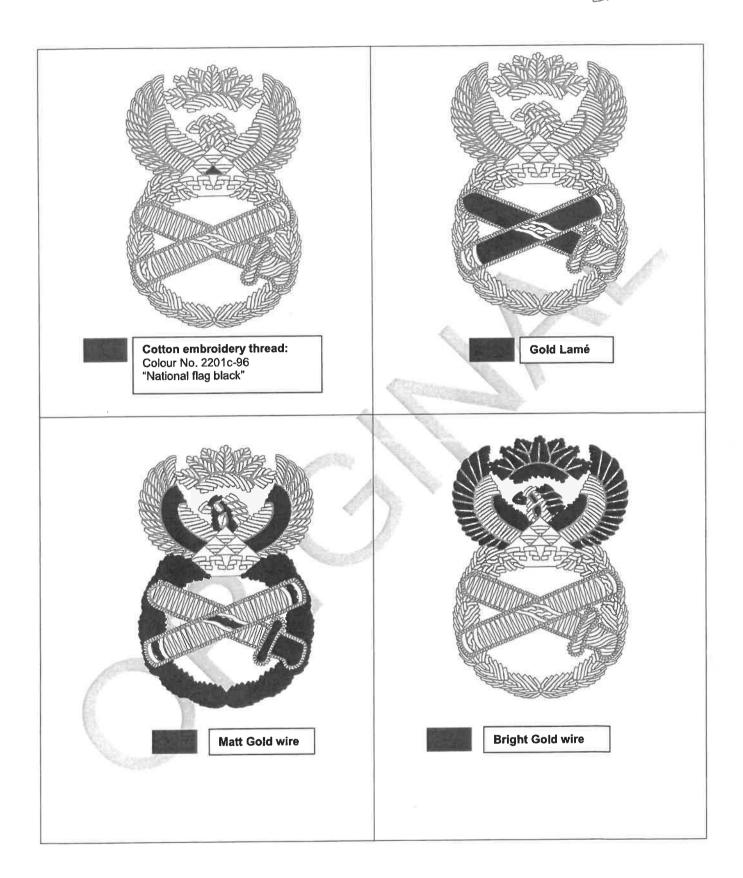
10. Component identification

The black colour-filled section indicates the application of the relevant component and colour.

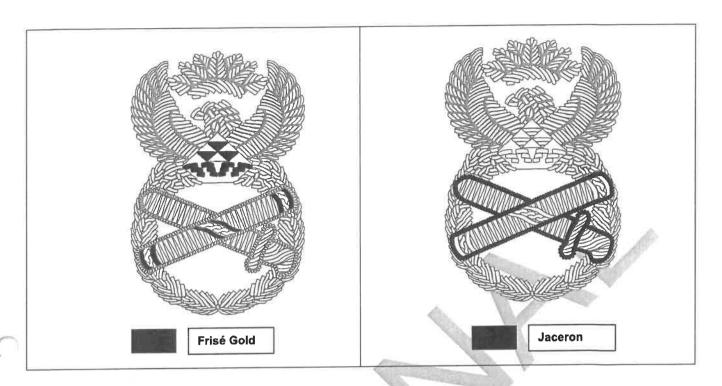
10.1 General Officers



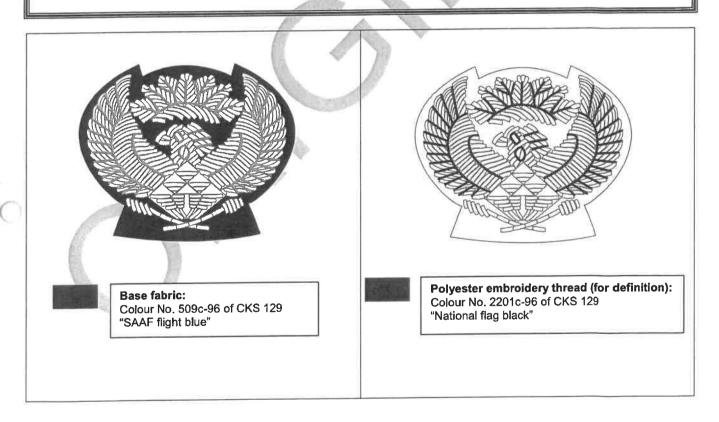
Doc No	Date	Responsibility	Version	No of pages
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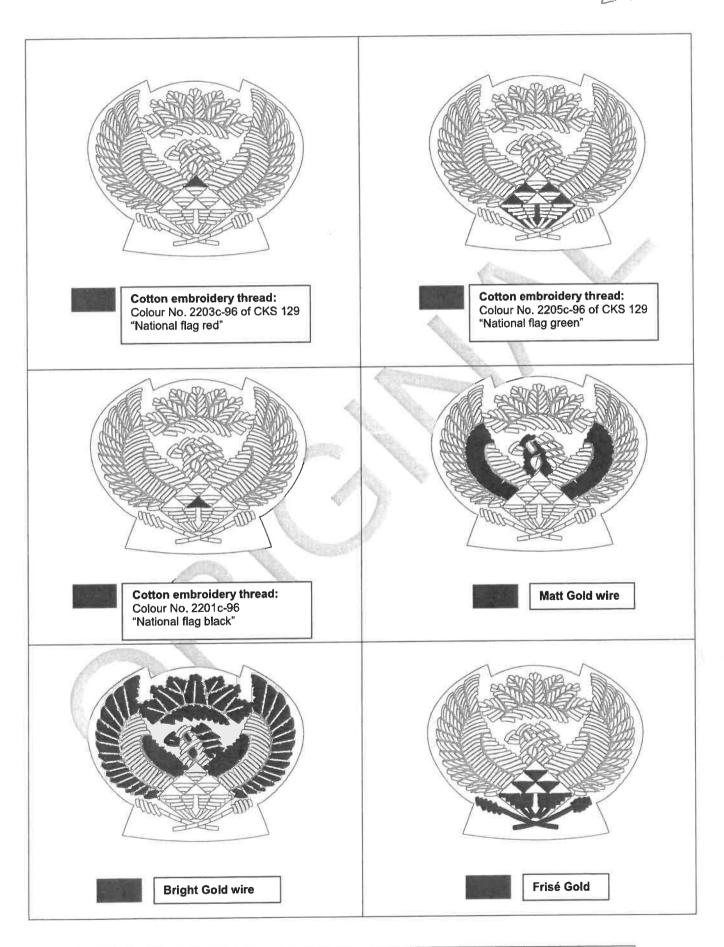
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10.2 Chief Warrant Officer/Senior Chief Warrant Officer



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11. Packing and marking of packaging

11.1 Packing

11.1.1 The badges shall be:

delivered in a commercially dry condition

so packed that they will not be damaged in transit or in storage

 individually packed in a plastics envelope with a pull and press opening of suitable size and shape, then packed in a bulk plastics envelope with a pull and press opening of suitable size and shape

 unless otherwise specified in the order or contract, the bulk plastics envelopes shall be acceptably packed for transit in acceptable bulk containers that comply with the requirements of SALM 108, "Corrugated board boxes for clothing"

11.1.2 Badges:

 of the same item description to be packed together in a bulk plastics envelope AND bulk container (unless quantities ordered are such that packing together of the same item description is not justified)

of different item descriptions may also be packed together to accommodate the last part of an

order or contract

11.2 Marking of packaging

11.2.1 Small plastics envelopes:

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

- the item description
- the NSN
- the manufacturer's name or trademark
- the year of manufacture

11.2.2 Bulk plastics envelopes:

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

- the item description
- the NSN
- the manufacturer's name or trademark
- the year of manufacture
- the quantity

11.2.3 Bulk containers:

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

11.3 Additional marking

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

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12. Normative References

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

5ALM 108, Corrugated board boxes for clothing.

SANS 79, Textiles - Mass per unit area of conditioned fabrics.

SANS 80, Mass (oven-dry plus conventional allowance) per unit area of textile fabrics, free from non-fibrous material.

5ANS 1401-7. Woven cotton and similar household fabrics and articles Part 7; Cotton curtain lining.

SANS 10371, Terms and definitions for clothing.

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

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

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ENCLOSURE 7

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 embroidered badges of each rank, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. The sample embroidered badges 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 the sample.

Note: In instances where a new tender has been awarded and the successful tenderer had previously manufactured embroidered badges according to the SAAF specification, the tenderer may apply for re-sealing of a previously submitted pre-production sample embroidered badge. The re-sealing will be allowed at the discretion of the South African Air Force and is applicable to pre-production samples not older than three years.

- A-1.3 The badges 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 badges supplied to this specification may be in progress.
- A-1.4 The contractor shall inspect the finished badges for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5 Before acceptance, the badges shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.

A-2 DOCUMENTATION

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

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

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ANNEX B

(Normative)

Additional information on the composition of the wire

Base alloy(white metal): Copper - 95%; Nickel - 5 %

Electroplated with silver (1%) Electroplated with gold (2,2%)

ANNEX C

(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 reregistration shall be required.

NOTE: Before fabric is sent to SABS for colour registration purposes, the successful tenderer shall confirm with SABS whether the submission of fabric is required or not.

A. The following scenarios require a submission of three metres of fabric 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:

- 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 shall be incorporated in the relevant tender submission.

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HISTORY SHEET					
	AMENDMENTO//UCTORY		CHECK	ED	
VERSION	DATE	AMENDMENTS/HISTORY	NAME	INIT.	
1	May 2002	First release			
2	June 2010	Updated format and layout of spec.			
		b) Add definitions and illustrations.			
		c) Delete reference to withdrawn standard SANS 941.	1		
		d) Amended gold wire composition. Add annex B.	ds.		
		e) Add reference to filler.		-	
		f) Change mass of base fabric and lining according to manufacturer's information.		, li	
		g) Change thread requirements according to manufacturer's information.			
3	April 2012	Add badges for ranks Chief Warrant Officer and Senior Chief Warrant Officer			

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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

2.2	
2.2 any P	Do you, or any Person connected with the Bidder, have a relationship with erson who is Employed by the Procuring Institution? YES / NO
2.2.1	If so, furnish particulars:

Partn	Does the Bidder or any of its Directors / Trustees / Shareholders / Members / ers or any Person having a Controlling Interest in the Enterprise have any Interest ny other related Enterprise whether or not they are bidding for this act? YES / NO
2.3.1	If so, furnish particulars:
	8
	,
3.	DECLARATION
J.	
, the submi	undersigned, (Name)in itting the accompanying Bid, do hereby make the following Statements, that I y to be True and Complete in every respect:
, the submi	undersigned, (Name)in in itting the accompanying Bid, do hereby make the following Statements, that I
, the submi	undersigned, (Name)in itting the accompanying Bid, do hereby make the following Statements, that I y to be True and Complete in every respect:
, the submi Certify	undersigned, (Name)

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

- 3.5 The Terms of the accompanying Bid have not been, and will not be, Disclosed by the Bidder, Directly or Indirectly to any Competitor prior to the Date and Time of the Official Bid Opening or of the Awarding of the Contract.
- 3.6 There have been no Consultations, Communications, Agreements or Arrangements made by the Bidder with any Official of the Procuring Institution in relation to this Procurement Process prior to and during the Bidding process except to provide Clarification on the Bid submitted where so required by the Institution; and the Bidder was not Involved in the Drafting of the Specifications or Terms of Reference for this Bid.
- 3.7 I am aware that in Addition and without Prejudice to any other Remedy provided to Combat any Restrictive Practices related to Bids and Contracts, Bids that are Suspicious will be Reported to the Competition Commission for Investigation and Possible Imposition of Administrative Penalties in Terms of Section 59 of the Competition Act No 89 of 1998 and or may be Reported to the National Prosecuting Authority (NPA) for Criminal Investigation and or may be Restricted from Conducting Business with the Public Sector for a Period not exceeding Ten (10) Years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable Legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 AND 3 ABOVE IS CORRECT;

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

SIGNATURE	DATE
POSITION	NAME OF BIDDER

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

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a. The applicable preference point system for this tender is the **90/10** preference point system.
- b. The applicable preference point system for this tender is the **80/20** preference point system.
- c. Either the **90/10** or **80/20** preference point system will be applicable in the tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. **DEFINITIONS**

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

80/20

3 1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

 $Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$ or $Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

90/10

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20 or 90/10

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
Level 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18	.=	

				1	
Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EMEs or 51% owned by Woman EMEs	6	16		
	51% owned by Black Woman QSEs				
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6		N	ot Applicable		
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

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

5.1	Name	e 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	

- 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;

DECLARATION WITH REGARD TO COMPANY/FIRM

5.

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

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

SIGNATURE(S) OF TENDERER(S)		
SURNAME AND NAME:		
DATE:		
ADDRESS:		
	201. 1011. Userst. 100.	

I, THE UNDERSIGNED,

Full Name &	
Surname	
Identity Number	

HEREBY DECLARE UNDER OATH AS FOLLOWS:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Vat Number (If applicable)	
Enterprise Physical Address:	
Type of Entity (CC; (Pty) Ltd; Sole Prop; etc):	
Nature of Business:	
Definition of "Black People":	As per the Broad-Based Black Economic Empowerment Act 53 of 2003, as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation— i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"

	"Black Designated Groups means:
Definition of "Black Designated Groups"	 (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act
	18 of 2011;"
"I HEREBY DECLARE GOALS":	UNDER OATH THAT I CLAIM ONE OF THE FOLLOWING
	IDERER TO PICK ONLY ONE SPECIFIC GOAL AND THE GOAL CLAIMED IN THE PRESENCE OF A
COMMISSIONER	
LEVEL 1 – 20 POINTS (CLAIMED
Veterans as Stipu	is% Owned by Black Woman Military lated in Standard Bid Document (SBD 6.1) Preference Points ms of the Preferential Procurement Regulations 2022.
Standard Bid Doo	% Owned by Black Youth as Stipulated in cument (SBD 6.1) Preference Points Claim Form in terms of rocurement Regulations 2022.
The Enterprise is Stipulated in Stan in terms of the Pre	% Owned by Black People with Disability as dard Bid Document (SBD 6.1) Preference Points Claim Form eferential Procurement Regulations 2022.
LEVEL 2 - 18 POINTS C	LAIMED
as Stipulated in S	% Owned by Black Male Military Veterans Standard Bid Document (SBD 6.1) Preference Points Claim he Preferential Procurement Regulations 2022.
Stipulated in Stan	% Owned by People with Disability as dard Bid Document (SBD 6.1) Preference Points Claim Form eferential Procurement Regulations 2022.
Stipulated in Stan	% Owned by Black Woman EMEs as dard Bid Document (SBD 6.1) Preference Points Claim Form eferential Procurement Regulations 2022.

LEVEL 3 - 16 POINTS CLAIMED

•	The Enterprise is% Owned by Woman Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Black Male EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Woman EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Black Woman QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
LEVE	L 4 - 14 POINTS CLAIMED
•	The Enterprise is% Owned by Male Military Veterans as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Youth as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by any other EMEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Black Male QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
•	The Enterprise is% Owned by Woman QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
<u>LEVE</u>	L 5 - 12 POINTS CLAIMED
•	The Enterprise is% Owned by any other QSEs as Stipulated in Standard Bid Document (SBD 6.1) Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.

LEVEL 8 - 0 POINTS CLAIMED	
Non – Compliant:	
"I KNOW AND UNDERSTAND THE CONTENTS OF THIS AFI NO OBJECTION TO TAKE THE PRESCRIBED OATH AND COBINDING ON MY CONSCIENCE AND ON THE OWNERS OF WHICH I REPRESENT IN THIS MATTER".	ONSIDER THE OATH
COMMISSIONER OF OATH SIGNATURE	DATE
DEPONENT SIGNATURE	DATE
OFFICIAL OFFICE STAMP OF COMMISIONER	OF OATH!

CLOSING DATE OF BID:	13 October 2025	<u>NUMBER</u> :	SPU/B/DSS/042/25
CLOSING TIME OF BID:	11:00 AM	NAME OF BIDDER:	
VALIDITY PERIOD:	90 DAYS		
	QUESTIONNA [TICK THE APPL		
Period (in days) required for Comp	oleting of Delivery?		
Please state Percentage Profit bef	fore Tax?		
The Department of Defence Prefer	rs Firm Prices.		
Price Firm?		YES	NO
Delivery period Firm?		YES	NO
Comply with Description as reques	sted?	YES	NO
If not, state Deviations?			
Will a Government Order be Accep	oted?	YES	NO O
Are you Registered in terms of Sec (Act No. 89 of 1999)?	ction 23 (1) or 23 (3) of the Value Adde	d Tax 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 in	cluded in the Price?	YES	NO
PREFERENCE MAY BE GIVEN T	O EARLIEST FIRM DELIVERY, ITEM	S URGENTLY REQUIRED.	
IMPORTANT!!! Prices no	ot reflected on the official Bid Documen	tation provided as part of this Bio	d will not be taken into consideration.
PLEASE NOTE THAT PRICES IN	DICATED IN THIS DOCUMENT WILL	BE TAKEN AS VAT INCLUSIV	E.
This requirement may be Awarded	in Total to One (1) Bidder or per Indivi	dual Item (More than One (1) Bi	dder).
The obligation to Pay Sub-Contrac	tor/s is my own Responsibility.	YES	NO
You are requested to make a Copy keeping. Is this Noted?	y of the completed Bid for your own rec	ord YES	NO
Has your Company's Sworn Affida No Points being allocated for Goal	vit been Attached? Failure to do so will claim. Is this Noted?	result in YES	NO
	DATA BASE (CSD) REGISTRATION F s) been submitted? Failure to submit w		NO

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS (GBCs)

TABLE OF CLAUSES

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

2 GBC

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. <u>Bid.</u> 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. <u>Closing Time</u>. Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
 - e. <u>Department</u>. Means the Department of Defence and in specific any of its Procurement Entities.
 - f. <u>Firm Prices</u>. 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. <u>Price Quotation</u>. 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. <u>Application</u>. 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. <u>Availability</u>. 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.

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- 4. <u>Approved List of Bidders</u>. 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. <u>Expenses</u>. 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. <u>Bidding Documents</u>. Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
 - c. <u>Information</u>. 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. <u>Address</u>. A *domicilium citandi et executandi* shall be chosen in the Republic and stated in the bid.
 - e. <u>Completion of Bidding Documents</u>. 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. <u>Bid Envelope</u>. 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. <u>Bidder's Own Conditions</u>. 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. <u>Submission of Documents</u>. The bid documents are to be submitted with due consideration to the following:
 - 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. <u>Documents.</u> Bidders are to ensure that all required or specified documents are included in their bids.

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- j. <u>Compliance to Conditions and Specifications</u>. 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. <u>Charge for Documents</u>. 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. <u>Alternative Offers</u>. 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. <u>Partial Bids</u>. 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. <u>Firm Bids</u>. 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. <u>Contract Periods</u>. 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. <u>Proof.</u> 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. <u>Validity Periods</u>. 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. <u>Closing of Bids</u>. 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. <u>Envelope</u>. 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. <u>Copies</u>. 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. <u>Samples</u>. 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. <u>Late Bids</u>. 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. <u>Bids Considered</u>. All bids correctly lodged are taken into consideration.

- b. <u>Position of Bidder</u>. 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. <u>Comparative Prices</u>. 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. <u>Preferential Point System.</u> 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. <u>Adjustments to Prices</u>. 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. <u>Compliance to Specification</u>. Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
- g. <u>Evaluation Criteria</u>. 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. <u>Negotiations.</u> Unless otherwise stated in the bid documents, no negotiations will be entered into.
- 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. <u>Award of bids</u>. 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. <u>Bidder's Incorrect Information</u>. 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. <u>Notification of Acceptance</u>. 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.

GBC

23. <u>Amendment or Withdrawal of Bid</u>. If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

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24. <u>Failure to Comply</u>. Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

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Version 2 dd Aug 2005

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
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24.	Anti-dumping and countervailing duties and rights
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26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties

General Conditions of Contract

1. Definitions

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

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

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

documents.

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

2. Application

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

3. General

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

4. Standards

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under 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.
- 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.

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

25. Force Majeure

25.1 Notwithstanding the provisions of Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

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

26. Termination for insolvency

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

27. Settlement of disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.