



sa air force

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Telephone: (012) 351 2266
Facsimile: (012) 351 2340
Enquiries: Warrant Officer M.G. Greeff

SA Air Force Procurement Unit
Swartkop
Private Bag X04
Valhalla
0137

24 October 2022

BID: SPU/B/DSS/086/22: SUPPLY AND DELIVERY OF GLOVES UNISEX WHITE COTTON

DELIVERY REQUIRED AT: 10 AIR DEPOT, STEPHANUS SCHOEMAN ROAD, THABA TSHWANE, PRETORIA

VALIDITY PERIOD: 90 DAYS

CLOSING TIME FOR BID: 11:00 AM ON 17 NOVEMBER 2022

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 and 6.2.
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 BASE SWARTKOP, Old Johannesburg Road (across from Godiva Road), Valhalla before the Closing Date and Time.**
4. **Please note that the Bid Box will be closed daily between 18:00 pm 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 pm. However, if the Bid is late it will not be accepted for consideration.
5. The following members can be contacted regarding the following aspects of this Bid only during office hours:
 - a. Compilation of Bid Document: **Warrant Officer M.G. Greeff at (012) 351-2266.**
 - b. Technical Information: **Warrant Officer T. Pollock at (012) 351-5186.**

BID: SPU/B/DSS/086/22: SUPPLY AND DELIVERY OF GLOVES UNISEX WHITE COTTON

6. Kindly authenticate this Document:

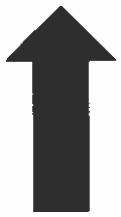
COMPANY NAME:	
PHYSICAL ADDRESS:
POSTAL ADDRESS:
TEL NO:	
FACSIMILE NO:	
MOBILE NO:	
E-MAIL	
BANKING DETAILS:
NAME (PRINT):	
CAPACITY:	
SIGNATURE:	
DATE:	

7. Kindly take note that according to Government Gazette No 40553 NO. R. 32 dated 20 January 2017, all Bidders must submit their B-BBEE status level Certificates/Affidavit together with their Bids. Should the Certificate/Affidavit not be submitted, a Zero (0) point will be allocated.

Yours Sincerely



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



SECURITY

GROUND

SECURITY BOOMS

ROBOT

GODIVA ROAD

**Parking
Area**

**AIR FORCE BASE
SWARTKOP
(MUSEUM)**

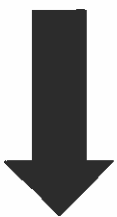
**SAAF
PROCUREMENT
UNIT
TENDER
BOX**

R 101 OLD JOHANNESBURG ROAD

**AIR FORCE
BASE
SWARTKOP
WEST**

V INDELLA ROAD

NORTH



INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS FOR DEPARTMENT OF DEFENCE

BID NUMBER: **SPU/B/DSS/086/22** **CLOSING DATE:** **17 NOVEMBER 2022** **CLOSING TIME:** **11:00**

DESCRIPTION: **SUPPLY AND DELIVERY OF GLOVES UNISEX WHITE COTTON**

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:

Department of Defence, South African Air Force Procurement Unit, Private Bag X04, Valhalla, 0137
OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Main Entrance of Air Force Base Swartkop, Old Johannesburg Road, Valhalla.

DIRECTIONS TO THE MENTIONED BID BOX ARE AVAILABLE ON THE NEXT PAGE.

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The Bid Box is open from 06:00 AM till 18:00 PM Five (5) Days a week (Monday to Friday)

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
 (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER	
POSTAL ADDRESS	
STREET ADDRESS	
TELEPHONE NUMBER	CODE.....NUMBER.....
CELLPHONE NUMBER	
FACSIMILE NUMBER	CODENUMBER.....
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	
CSD SUPPLIER NUMBER (MAAA NR)	
HAS A VALID CSD REGISTRATION REPORT BEEN SUBMITTED	YES / NO
HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/AFFIDAVIT BEEN SUBMITTED? (SBD 6.1)	YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

TICK APPLICABLE BOX

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) OR

☐

A REGISTERED AUDITOR

☐

AFFIDAVIT

☐

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA
FOR THE GOODS / SERVICES OFFERED BY YOU?

YES / NO
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

NAME OF CONTACT PERSON

DATE

CAPACITY UNDER WHICH THE BID IS SIGNED

TOTAL BID PRICE

TOTAL NUMBER OF ITEM/S OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT: SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CONTACT PERSON: WARRANT OFFICER M.G. GREEFF

TELEPHONE NO: (012) 351 2266 (OFFICE HOURS ONLY)

FAX: (012) 351 2340

E-MAIL ADDRESS: N/A

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

CONTACT PERSON: WARRANT OFFICER T. POLLOCK

TELEPHONE NO: (012) 351 5182/5186 (OFFICE HOURS ONLY)

FAX: (012) 351 5181

E-MAIL ADDRESS: N/A

APPENDIX A
MANDATORY EVALUATION
CRITERIA FOR THE
SUPPLY AND DELIVERY OF
GLOVES
DD 24 OCTOBER 2022

MANDATORY CRITERIA

1. Phase 1: Local Production and Content:

- 1.1 Only locally manufactured/produced goods with a stipulated minimum threshold for local production and content will be considered for acceptance. In the event of goods not being manufactured locally a DTI Confirmation Letter **MUST** accompany the PQ/Bid documents.
- 1.2 Before completing the SBD 6.2 Declaration Certificate, Bidders must study the General Conditions, Definitions, Directives applicable of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved Technical Specification number SATS 1286:201x.
- 1.3 A Price Quotation (PQ)/Bid will be disqualified if:
 - 1.3.1 The Bidder fails to achieve the stipulated minimum threshold for Local Production and Content as indicated in paragraph 3 of the SBD 6.2 Declaration Certificate; and
 - 1.3.2 The Declaration Certificate (SBD 6.2) is not submitted as part of the PQ/Bid documentation.
- 1.4 Non-Compliant Bidders will not go through to the next three (3) phases.

2. Phase 2: 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. Only compliant Bidders will go through to the next two (2) phases (3 & 4).

SER NO	CRITERIA	COMPLY YES / NO
a.	Central Suppliers Database: From 01 April 2016 it is mandatory for the Department of Defence (DOD) to make use of Suppliers that are registered on the National Treasury Central Suppliers Database (CSD). Only bidders that submit proof of registration will be considered. It is Mandatory to attach to this Bid (Not older than Fourteen (14) Days) CSD Summary Report . Failure to do so will invalidate the Bid.	
b.	Original Signed SBD 1; 3; 4; 6.1 and 6.2: Failure to fully complete and sign where applicable any of the SBD documents and submit the originals by the closing date and time will invalidate the Bid.	

SER NO	CRITERIA	COMPLY YES / NO
c.	<u>Certificate of Compliance by Sub-Contractors.</u> Failure to submit certificate of compliance by any/all sub-contractor/s as indicated on the SBD 6.1 will invalidate the Bid.	
d.	<u>Applicable valid SANAS Accredited Service Provider Capability Report: (Not Older than 12 Months).</u> Failure to submit this report may render your Bid null and void. If the Bidder makes use of a Sub-Contractor the Sub-Contractor Capability Report must be submitted.	
e.	<u>Mandatory Documents:</u> Appendix A (Mandatory Evaluation Criteria) and Enclosure 2-1 to 2-2 (Special Conditions) form Part of the Bid Document and must be Completed, Signed and returned with Bid Document. Failure to do so will invalidate the Bid.	
	NOTES	NOTED YES/NO
f.	<u>Packaging/Delivery of Item:</u> The Successful Bidder must Deliver Items (Cotton Gloves) as prescribed in attached Corrugated Board Boxes Specification: SALM 108 Version 06.0/August 2018.	
g.	<u>Awarding of Contract:</u> This Contract will be awarded in Total (All Items as per Pricing Schedule) to One Service Provider. Failure to submit Prices for all Sizes as requested in Bid Document will invalidate the Bid.	

3. **Phase 3: Price:**

CRITERIA	PREFERENCE POINTS
Price	80/

4. **Phase 4: Preferential Points (As per B-BBEE Act of 2003 (Act 53 of 2003):**

B-BBEE Status Level Certificate accredited by South African Accreditation System (SANAS)/ Independent Regulatory Board of Auditors (IRBA) or Affidavit submitted with Bid.

CRITERIA	PREFERENCE POINTS
Preference Points	20/

Preferential B-BBEE Points: A Bid must not be disqualified from the bidding process if the Bidder does not submit a Certificate/Affidavit substantiating the B-BBEE Status level of contribution or is a non-compliant contributor. Such Bidders will score zero (0) out of a maximum of twenty (20) points for B-BBEE. The points scored for price must be added to the points scored for B-BBEE Status Level contribution to obtain the Bidder's total score out of 100.

Calculation of B-BBEE Points: Points must be awarded to a bidder for attaining the B-BBEE Status Level of contribution in accordance with the table below:

B-BBEE Status Level Contributor	Number of Points (90/10 System for Above R50 Million)	Number of Points (80/20 System for Below R50 Million)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

Sub-Contracting: A Bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise (EME) that has the capability and ability to execute the sub-contract. Any Bidder not complying with this Special Condition will score zero (0) out of a maximum of twenty (20) points for B-BBEE.

SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CLOSING DATE OF BID: 17 NOVEMBER 2022

NUMBER:

SPU/B/DSS/086/22

CLOSING TIME OF BID: 11:00 AM

NAME OF BIDDER _____

VALIDITY: 90 DAYS

QUESTIONNAIRE PER ITEM

Tick the applicable box

Period (in days) required of completing delivery?

Please state percentage profit before tax?

The Department of Defence Prefers Firm Prices.

Price Firm?

YES

☐

NO

☐

Delivery period Firm?

YES

☐

NO

☐

Comply with description as requested?

YES

☐

NO

☐

If not, state deviations.

Will a Government Order be accepted?

YES

☐

NO

☐

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

YES

☐

NO

☐

VAT Registration Number:

Company Registration Number:

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

If trade discount is offer, is it included in Price?

YES

☐

NO

☐

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

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

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

This requirement may be awarded in total to one supplier or per individual item.

The obligation to pay sub-contractor/s is my responsibility.

YES

☐

NO

☐

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

YES

☐

NO

☐

Has your company's valid B-BBEE Certificate/Affidavit been attached? Failure to do so will result in no points being allocated. Is this noted?

YES

☐

NO

☐

Has a valid CENTRAL SUPPLIERS DATA BASE (CSD) SUMMARY REPORT been submitted? Failure to submit will invalidate the Bid.

YES

☐

NO

☐

SBD 3



Request for Bid : SPU/B/DSS/086/22

Author: Basie Greeff
Date: 10/19/2022 10:59:23

PRICING SCHEDULE

3id No: SPU/B/DSS/086/22
Document No: 0000454432
Description: Supply and Delivery of Gloves Unisex White Cotton
Currency: ZAR
Closing Date: 2022/11/17 11:00:00
Status: Created
Validity Days:
Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	18-192-0882	Supply and Delivery of Gloves Unisex White Cotton, Size 6 as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
				300		
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
2						

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0884	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 6½ as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0886	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 7 as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			350		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0887	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 7½ as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			350		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0888	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 8 as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			350		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0889	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 8½ as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			350		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

6

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0890	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 9 as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

7

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0891	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 9½ as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

8

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0892	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 10 as per attached Specification SALM 173 Version 03.0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

9

SBD 3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-192-0893	Supply and Delivery of Gloves Unisex White Cotton, SP Guard, Size 10½ as per attached Specification SALM 173 Version 03/0/January 2019.	10 AIR DEPOT		Pair	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			300		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Questions	Options
	LEVEL1
	LEVEL2
	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6
	LEVEL7
	LEVEL8
	NON-COMPLIANT

Please provide your BBSEE level from the possible list provided in the dropdown

Attachment Description

Attachment File Name



RESTRICTED

Enclosure 2-1

SPECIAL CONDITIONS FOR THE SUPPLY OF COTTON GLOVES:

GENERAL

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

STANDARDS

4. **Capability Report.** It is a condition of the bid that all bidders submit a capability report, from a SANAS accredited service provider, not older than twelve (12) months, which indicate the capability to manufacture the specific items in the bid. Failure to submit this report may render your bid null and void. This report may be obtained from any SANAS accredited service provider and cost incurred is for the account of the bidder.
5. **References.** Evidence must be provided of the ability of the bidder to carry out the contract successfully. This includes but is not limited to the bidder's financial position, previous contracts successfully completed, availability of skills and knowledge, ability to manufacture large quantities, previous experience wrt workmanship, existing work load, after sales service (if applicable), etc.

PRE-PRODUCTION SAMPLES, TESTS, ANALYSIS AND INSPECTIONS

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

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

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



RESTRICTED



Enclosure 2-2

of the contractor. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.

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

DELIVERY AND DOCUMENTS

9. **Delivery Period.** Preference may be given to the supplier(s)/manufacturer(s) who have the shortest reasonable delivery period into store.

PRICES

10. In order to facilitate the evaluation of bids and the administration of the contract that PRICE MUST BE FURNISHED ON A BASIS OF "DELIVERED INTO STORE" of the institution situated in the centre indicated in the bid form. Bids on any other basis may be disregarded.

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

Signature(s) of bidder of assignee(s)

Name:

Representing:

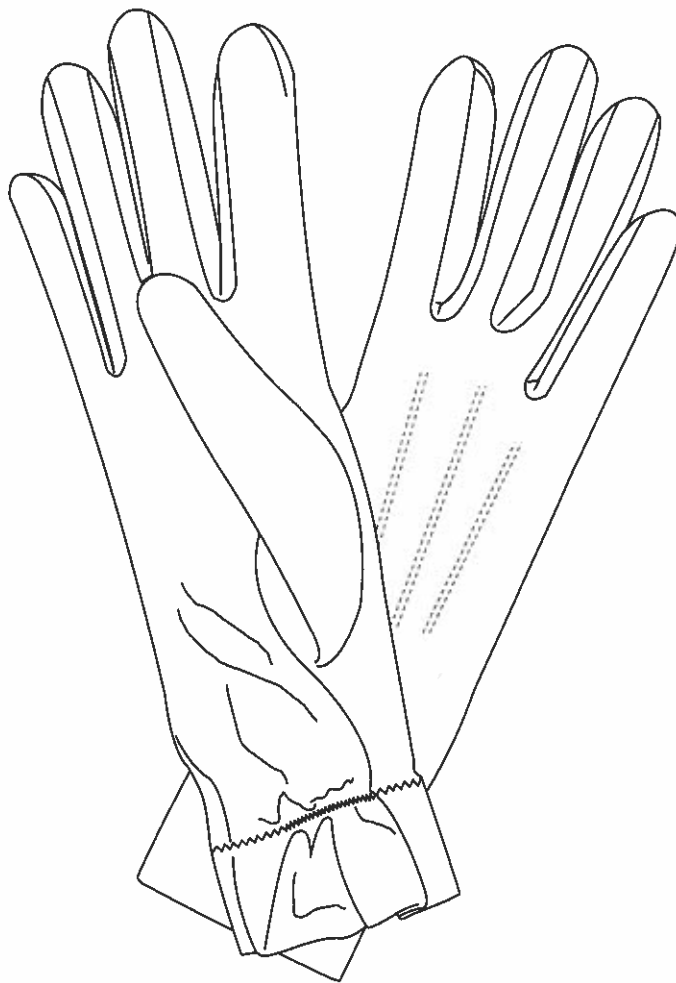
PRIVATE SPECIFICATION

Prepared for the

South African Air Force



GLOVES, UNISEX, WHITE, COTTON



SALM 173

Version 03.0/January 2019

1. Scope

This specification covers the material and make of white cotton gloves for personnel of the South African Air Force.

2. Definitions

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

acceptable: acceptable to the South African Air Force

nominal: subject to the tolerances normal to good manufacturing practice

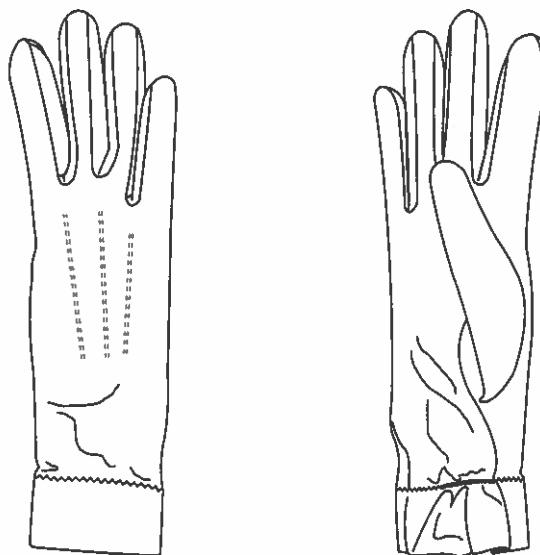
SANS: South African National Standard

3. Style

- ♦ slip on
- ♦ five finger in-seam type
- ♦ fitted finger gussets
- ♦ Boulton thumb
- ♦ partly elasticized cuff hem

4. Illustrations

Illustrations are not to scale and are for guidance only.



Doc No	Date	Responsibility	Version	No of pages
SALM173	January 2019	SAAF	03.0	Page 2 of 14

5. Client Furnished Materials

No material 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 Outer material

- ♦ to comply with the requirements of table 1
- ♦ be an acceptable match in terms of SANS 10076-4 "The assessment of defects in textile piece-goods and made-up articles, Part 4: Defects in knitted piece-good" to colour No 1c-05 "White" of CKS 129 "Colours for textiles"

Table 1 – Outer material

1	2	3
Property	Requirement	SANS number (unless otherwise indicated)
Composition, %	All cotton	AATCC 20
Construction	1 x 1 rib	Visual examination and physical analysis
Courses per cm, min.	14	5275
Wales per cm, min.	26	
Colour fastness to:		
Washing, rating, min.		SANS 105-C10 test C(3)
Change in colour	4	
Staining	4	
Perspiration, rating, min.		105-E04
Change in colour	4	
Staining	4	
Light, rating, min.	5	105-B02

6.2 Elastic webbing

- ♦ to comply with the requirements for type 1 of SABS 142 "Narrow elastic fabrics and strip"
- ♦ of width 8 mm
- ♦ colour to be white

6.3 Sewing threads

- ♦ to comply with relevant requirements of SANS 1362 "Sewing threads"
- ♦ polyester-and-cotton core-spun, ticket No. 80 **OR** continuous-filament, untextured polyamide, ticket No. 120
- ♦ colour to be an acceptable match to the colour of the outer material

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7. Workmanship

The gloves 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, and 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. Sizes

The gloves shall be supplied in sizes as given in table 2.

Table 2 – Glove measurements

1	2	3
National stock number	Glove size	Hand girth
18-192-0882	6	16,2
18-192-0884	6,5	17,5
18-192-0886	7	18,9
18-192-0887	7,5	20,2
18-192-0888	8	21,6
18-192-0889	8,5	22,9
18-192-0890	9	24,3
18-192-0891	9,5	25,6
18-192-0892	10	27,0
18-192-0893	10,5	28,3
TBD	11	29,7

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9. Make

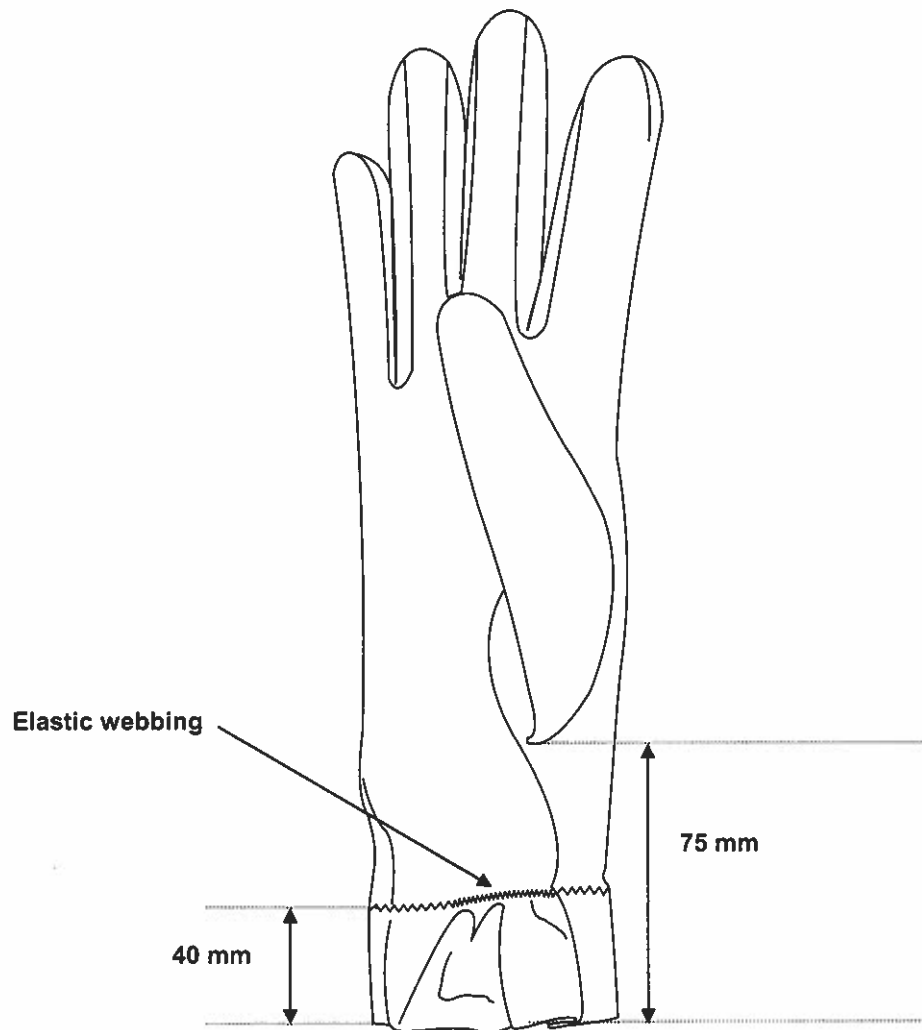
Illustrations are not to scale and are for guidance only, and unless inconsistent with the text, all measurements are nominal.

9.1 General

- ◆ all component parts to be cut in the waleways direction of the fabric
- ◆ each glove to have a ruched cuff
- ◆ each glove to have ornamental stitchings

9.2 Cuff

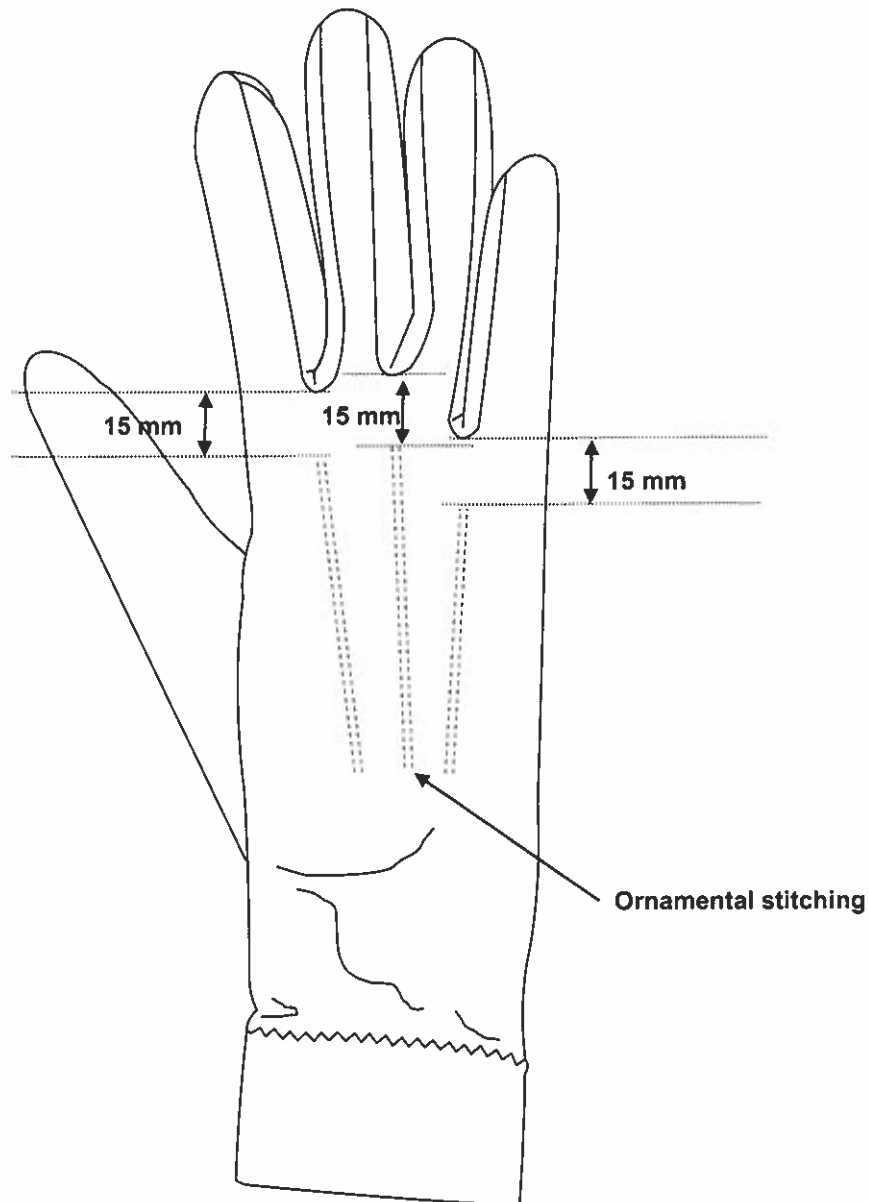
- ◆ cuff to have a hem of finished width 40 mm
 - fitted with a length of elastic webbing on the inner side of the wrist
 - elastic webbing to be of finished length 40 mm
 - ruched
 - secured with zig-zag stitching
- ◆ cuff length to be of finished length 75 mm, measured from the base of the thumb



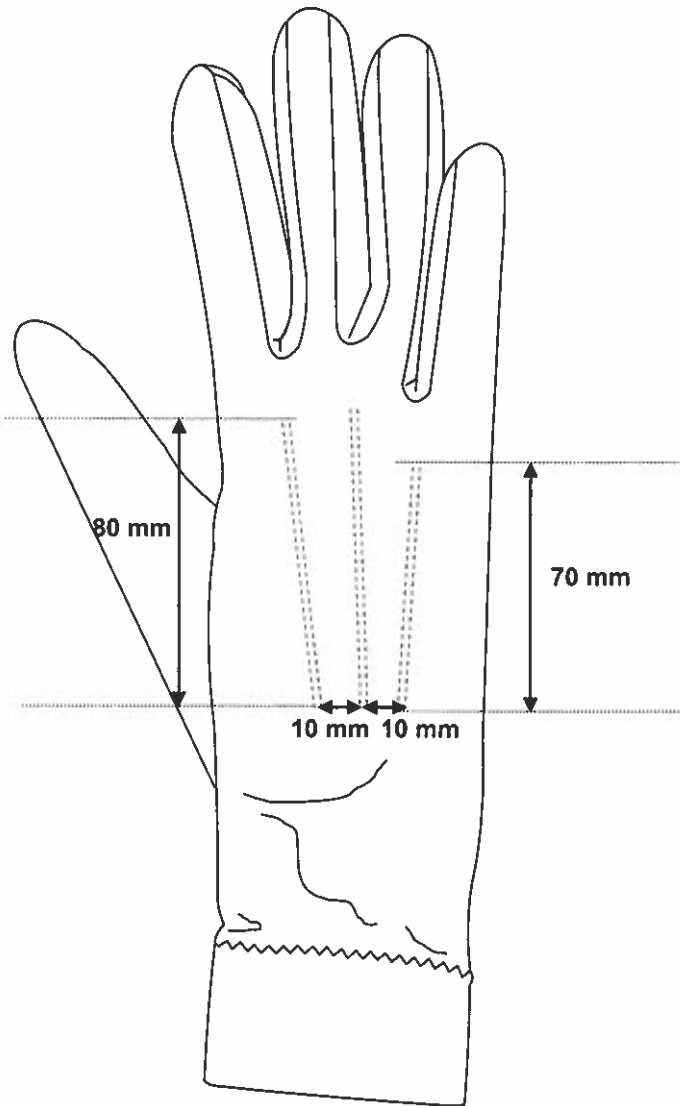
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9.3 Ornamental stitchings

- ♦ back of each glove to have three rows of double-needle ornamental stitching
 - centre stitching shall be vertical
 - two outer stitchings shall slant towards the centre stitching at the bottom, respectively
- ♦ stitchings to be of finished length 70 mm (outer stitching)
- ♦ stitchings to be of finished length 80 mm (inner and centre stitchings)
- ♦ each stitching to commence 15 mm from the crotch of the fingers, towards the cuff of the glove
- ♦ ends of the stitching drawn through to the inside and securely tied



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10. Stitches, Seams and Stitchings

10.1 Stitches

functional stitches: chain stitch

hem: zig-zag stitch

10.2 Seams

All seam ends shall be back-tacked or knotted.

Seams: type SSa



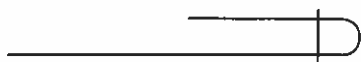
Superimpose two or more plies of material and seam with the appropriate number of rows of stitches positioned at the specific distance(s) from the aligned edges.

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10.3 Stitchings

All seams ends shall be back-stitched or knotted

Hem: stitching type EFa



Turn in the specified width at the edge of a ply of material and stitch the turned edge with the appropriate number of rows of stitches.

10.4 Number of stitches

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

seaming: 40 ± 4 per 10 cm

11. Care-labelling and marking

11.1 Label properties

All labels shall:






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

11.2 Care-labelling

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

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Table 3 – Care instructions

	Wash at 40°C maximum
	Do not bleach
	Do not tumble dry
	Warm iron 150°C maximum
	Do not dry clean

11.3 Marking

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

12. Labelling

A cardboard label, of width to match the width of each individual transparent bag, shall be attached, folded and arranged so that the bag may be hung from a display rack.

12.1 Front face of label

The front face of the label shall acceptably reproduce figure 1 and shall display the following information:

- ♦ in the position marked A in figure 1, the words "SA AIR FORCE"
- ♦ in the position marked B in figure 1, the description of the gloves
- ♦ in the position marked C in figure 1, the National Stock Number (NSN)
- ♦ the triangle in the corner to be royal blue in colour
- ♦ all wording to be black in colour
- ♦ all 4 South Africa Force Eagles to be gold in colour

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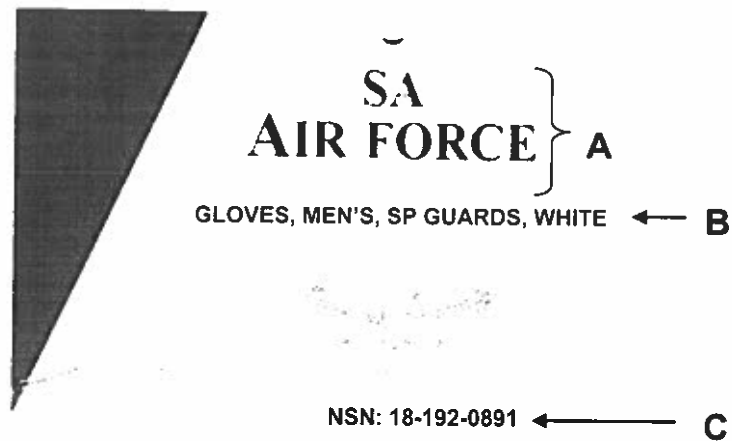


Figure 1 – Face of label attached to the plastics envelopes

12.2 Reverse face of label

The reverse face of the label shall acceptably reproduce figure 2 and shall display the following information:

- ♦ in the position marked D in figure 2:
 - the glove size
- ♦ in the position marked E in figure 2:
 - care instructions as given in table 3
- ♦ the frame to be royal blue in colour
- ♦ all wording to be black in colour

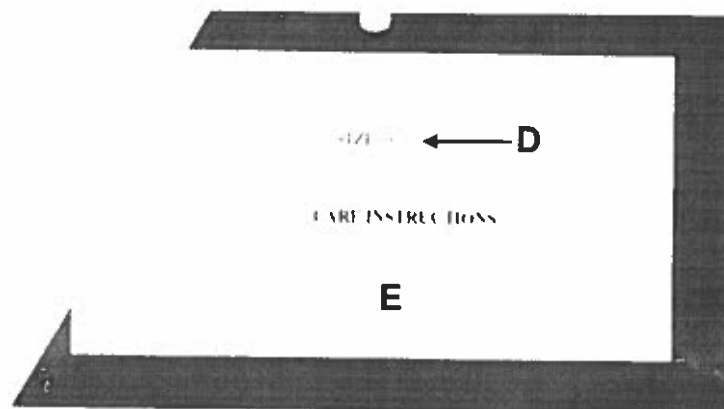


Figure 2 – Reverse side of label attached to the plastics envelopes

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13. Packaging and marking of packaging

13.1 Packing

13.1.1 The gloves shall be:

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

13.1.2 Gloves:

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

13.2 Marking

13.2.1 Plastics bags

Each bag to be clearly marked with the following information:

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

13.2.2 Bulk containers

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

13.3 Additional marking

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

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14. Normative References

The following standard 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 a standard, parties to agreements based on this specification are encouraged to take steps to ensure the use of the most recent editions of the standards indicated below. Information on currently valid national and international standards may be obtained from SABS Standards Division. SALM specifications may be obtained from the South African Air Force.

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

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

SANS 105-C10/ISO 105-C10, *Textiles – Tests for colour fastness – Part C10: Colour fastness to washing with soap or soap and soda*.

SANS 105-E04/ISO 105-E04, *Textiles - Tests for colour fastness Part E04: Colour fastness to perspiration*.

SANS 5275, *Wales and courses per unit length in knitted textile fabrics (counting glass method)*.

SALM 108, *Corrugated board boxes for clothing*.

SALM 142, *Narrow elastic fabrics and strip*

SANS 1309, *Printed labels for textiles*.

SANS 1362, *Sewing threads*.

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

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

SANS 10076-4, *The assessment of defects in textile piece-goods and made-up articles, Part 4: Defects in knitted piece-good*.

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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 pairs of gloves, shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these sample pair of gloves 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 gloves 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 gloves supplied to this specification may be in progress
- A-1.4** The contractor shall inspect the finished gloves for compliance with the specification before submitting them to the inspecting authority for final inspection.
- A-1.5** Before acceptance, the gloves 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 gloves, 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)

CKS 129 Colours

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

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

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

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

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

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

HISTORY SHEET				
DOC ISSUE	DATE	AMENDMENTS/HISTORY	CHECKED	
			NAME	INIT.
1	July 1996	First release		
2	June 2009	a) Change knitted material requirements and include in table. b) Align with SA Army document 05741-100-018 c) Add Care instructions as per sample. d) Add Annex B.		
3	September 2018	Change NSNs Amend Annex A and B		
4	January 2019	Change title Third release		

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an Offer or Offers in terms of this Invitation to Bid. In line with the principles of Transparency, Accountability, Impartiality and Ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of Legislation, it is required for the Bidder to make this Declaration in respect of the details required hereunder.

Where a person/s is listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be Disqualified from the Bid Process.

2. BIDDERS DECLARATION

- 2.1 Is the Bidder or any of its Directors / Trustees / Shareholders / Members / Partners or any Person having a Controlling Interest in the Enterprise, Employed by the State? **YES / NO**

- 2.1.1 If so, furnish particulars of the Names, Individual Identity Numbers and if applicable, State Employee Numbers of Sole Proprietor / Directors / Trustees / Shareholders / Members/ Partners or any Person having a Controlling Interest [1] in the Enterprise, in table below:

FULL NAME	IDENTITY NUMBER	NAME OF STATE INSTITUTION

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

3.3 The Bidder has arrived at the accompanying Bid independently from, and without Consultation, Communication, Agreement or Arrangement with any Competitor. However, Communication between Partners in a Joint Venture or Consortium [2] will not be construed as Collusive Bidding.

3.4 In addition, there have been no Consultations, Communications, Agreements or Arrangements with any Competitor regarding the Quality, Quantity, Specifications, Prices, including Methods, Factors or Formulas used to Calculate Prices, Market Allocation, the Intention or Decision to Submit or Not to Submit the Bid, Bidding with the intention not to Win the Bid and Conditions or Delivery Particulars of the Products or Services to which this Bid Invitation relates.

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

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

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

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

.....
SIGNATURE

.....
DATE

.....
POSITION

.....
NAME OF BIDDER

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20. Preference Point System shall be applicable.
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4

8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
 ii) The name of the sub-contractor.....
 iii) The B-BBEE status level of the sub-contractor.....
 iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of
company/firm:.....

- 8.2 VAT registration
number:.....
- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES	
1.
2.

SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS

CONTRACTOR'S NAME: _____

SUB- CONTRACTOR'S NAME: _____

Delete whichever is not applicable.

I/we am/are fully aware of the Bid Requirements and am/are capable of supplying the required item(s)/service(s) strictly according to the Bid Conditions, Special Conditions and Specification/s supplied by the Department of Defence. I/we hereby certify that:

(Company): _____ obtained a quotation from me/us to

Supply the item(s)/service(s) listed in Bid No: _____ for

Item(s)/Service(s): _____.

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub/Contractor/s am/are willing to allow the Department of Defence Officials access to my/our premises for inspection purpose if required to do so.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Tel No: _____

Fax No: _____

Cell No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESS:

1. _____ Date: _____

2. _____ Date: _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8 (1) and 9 (3) make provision for the promotion of local production and content.
- 1.2. Regulation 8 (1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9 (3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left(\frac{x}{y} \right) \times 100$$

Where

x imported content

y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;

2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);

2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

Description of services, works or goods Stipulated minimum threshold

GLOVES UNISEX WHITE COTTON

100%

4. Does any portion of the services, works or goods offered have any imported content?

YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by

SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

IN RESPECT OF BID NO:

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % , as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 8 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS

(GBCs)

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GENERAL BID CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Furnishing of Bid Results**

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

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

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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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General Conditions of Contract

1. Definitions

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

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

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

documents.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

9. Packing

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

- | | |
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| 10. Delivery and documents | <p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p> |
| 11. Insurance | <p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.</p> |
| 12. Transportation | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.</p> |
| 13. Incidental services | <p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p> |
| 14. Spare parts | <p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |

15. Warranty

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

16. Payment

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

17. Prices

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

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| 18. Contract amendments | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p> |

- 22. Penalties**
- 22.1 Subject to Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 24. Anti-dumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

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

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

26. Termination for insolvency

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

27. Settlement of disputes

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

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| 28. Limitation of liability | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| 29. Governing language | <p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p> |
| 30. Applicable law | <p>30.1 The contract shall be interpreted in accordance with South African laws. unless otherwise specified in SCC.</p> |
| 31. Notices | <p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p> |
| 32. Taxes and duties | <p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p> |