



**sa air force**

Department:  
Defence  
REPUBLIC OF SOUTH AFRICA

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SA Air Force Procurement Unit  
Air Force Mobile Deployment Wing  
Private Bag X04  
Valhalla  
0137  
08 October 2024

**BID: SPU/B/DSS/063/24: SUPPLY AND DELIVERY OF UNDERSHIRT THERMAL SHORT SLEEVES PINE**

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

**VALIDITY PERIOD: 90 DAYS**

**CLOSING DATE & TIME FOR BID: 11:00 ON 31 OCTOBER 2024**

1. You are hereby invited to furnish this Department with a Bid for the supply of the above-mentioned items as per attached documents. The documents you should be in possession of are; This Cover Letter, Road Map to South African Air Force Procurement Unit (SAAF PU), SBD 1; SBD 3; SBD 4; SBD 6.1; SWORN AFFIDAVIT and QUESTIONNAIRE.
2. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.
3. Kindly Bid by completing the relevant forms, directed to **SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT, PRIVATE BAG X04, VALHALLA, 0137** to reach the Bid Receipt Office not later than the closing date and time or deposit in the Bid Box in the Parking Area across from the Security Guard Room at the **Main Entrance of AIR FORCE MOBILE DEPLOYMENT WING, Old Johannesburg Road (crossing Godiva Road), Valhalla before the Closing Date and Time.**
4. **Please note that the Bid Box will be closed daily between 18:00 and 06:00 am.** Bids can also be handed in at the South African Air Force Procurement Unit, Internal Services Section during Office Hours 07:00 am till 15:00. However, if the Bid is Late it will **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: **Sergeant N.Z. Chauke at (012) 351-2367.**
  - b. Technical Information: **Warrant Officer T. Pollock at (012) 351-5180/5188.**

**BID: SPU/B/DSS/063/24: SUPPLY AND DELIVERY OF UNDERSHIRT THERMAL SHORT SLEEVES PINE**

6. Authenticate this Document:

|                          |                                  |
|--------------------------|----------------------------------|
| <b>COMPANY NAME:</b>     |                                  |
| <b>PHYSICAL ADDRESS:</b> | .....<br>.....<br>.....<br>..... |
| <b>POSTAL ADDRESS:</b>   | .....<br>.....<br>.....          |
| <b>TEL NO:</b>           |                                  |
| <b>FACSIMILE NO:</b>     |                                  |
| <b>MOBILE NO:</b>        |                                  |
| <b>BANKING DETAILS:</b>  | .....<br>.....                   |
| <b>NAME (PRINT):</b>     |                                  |
| <b>CAPACITY:</b>         |                                  |
| <b>SIGNATURE:</b>        |                                  |
| <b>DATE:</b>             |                                  |

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

Yours Sincerely



(LIEUTENANT COLONEL M.L. VAN HEERDEN)

COMMANDING OFFICER SA AIR FORCE PROCUREMENT UNIT: COLONEL

APPENDIX A  
MANDATORY EVALUATION  
CRITERIA FOR THE SUPPLY AND  
DELIVERY OF UNDERSHIRT  
THERMAL SHORT SLEEVES PINE  
DATED 08 OCTOBER 2024

## MANDATORY CRITERIA

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

| SER NO | MANDATORY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | SUBMITTED YES / NO |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| a.     | <p><b>Central Supplier Database:</b> From 01 April 2016 it is mandatory for the Department of Defence (DOD) to make use of Suppliers that are Registered on the National Treasury Central Supplier Database (CSD).</p> <p>It is <b>Mandatory</b> to <b>comply</b> to the following <b>Minimum Criteria</b> on the CSD Registration Report (Attach Report <b>not older than 14 Days</b>, if possible):</p> <ul style="list-style-type: none"> <li>i. Supplier <u>must</u> be Tax Compliant.</li> <li>ii. Banking Details <u>must</u> be Verified Successfully.</li> <li>iii. Supplier <u>must</u> have a "Physical Address Type".</li> <li>iv. CSD Report <u>must</u> reflect the Commodity or Service the Company is Bidding for.</li> <li>v. The Commodity is Clothing.</li> </ul> <p><b>Failure to Adhere to abovementioned Minimum Criteria, on CSD Report will invalidate the Bid.</b></p> |                    |
| b.     | <p><b>Signed SBD 1, 3 and 4:</b> Bidder to fully Complete and Sign all the SBD Documents and submit a Copy of the Original by the Closing Date and Time. Bidder to Complete the <b>Pricing, Signature (Consenting of Conditions) and Information (Block)</b> at the Bottom of the Second Last page on the <b>SBD 3</b>.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |
| c.     | <p><b>Signed SBD 6.1:</b> Bidders to submit a Sworn Affidavit, signed by a Legally Recognised Commissioner of Oath to substantiate the Preference Point (Specific Goal) claimed as per Completed and Signed SBD 6.1, Table 1, by the Closing Date and Time. The Department of Defence reserves the right to verify the truthfulness of the claim. Should Affidavit not be submitted a Zero (0) Point will be allocated.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                    |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| d.           | <b>Mandatory Documents:</b> Appendix A1-A3 (Mandatory Evaluation Criteria) form Part of the Bid Document and must be completed and returned with Bid. Failure to do so will invalidate the Bid.                                                                                                                                                                                                                                                             |                           |
| e.           | <b>Special Conditions:</b> Enclosure 3 (Special Conditions) form Part of the Bid Document and must be completed and returned with Bid. The bidder to take note of the set out conditions.                                                                                                                                                                                                                                                                   |                           |
| f.           | <b>Capability Report:</b> Bidder to submit a valid SANAS Accredited Capability Report (Not older than 12 Months). The South African Air Force (SAAF) reserves the right to give preference to Bidders with a Capability of 80% or Higher. If the Bidder makes use of a Sub-Contractor, the Sub-contractor Capability Report must also be submitted. Failure to submit this Report may invalidate the Bid.                                                   |                           |
| <b>NOTES</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>CONFIRM<br/>YES/NO</b> |
| g.           | <p><b>Additional Documents:</b> The following documents form part of the Bid Document:</p> <ul style="list-style-type: none"> <li>i. Enclosure 4 Specification for Thermal Vest (Short Sleeve); and</li> <li>ii. Enclosure 5 (SALM 108 Version 07.0/January 2023) Specification for Corrugated Board Boxes form part of the Bid Documents.</li> </ul> <p>The successful Bidder <b>must</b> deliver items as prescribed in attached SALM Specifications.</p> |                           |

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

| Criteria | Points |
|----------|--------|
| Price    | 80/    |

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

| Criteria      | Points |
|---------------|--------|
| Specific Goal | 20/    |

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

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

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

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

## **IMPORTANT NOTES**

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

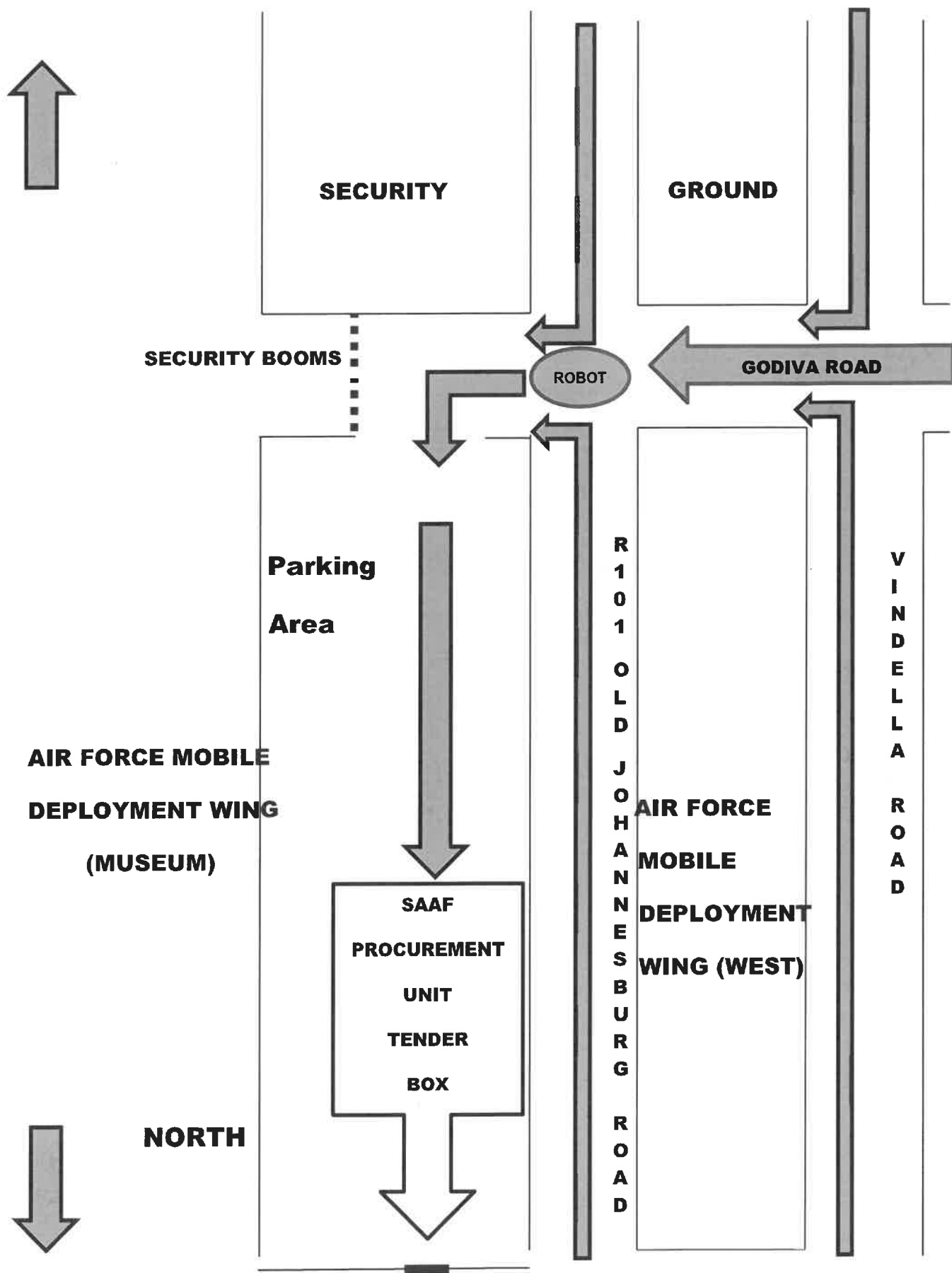
THE BID DOCUMENTATION, MUST BE PRINTED, COMPLETED AND RETURNED BY MEANS OF,

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

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

BID BOX:    SAME ADDRESS AS ABOVE.

ROAD MAP ATTACHED FOR EASY REFERENCE



## PART A INVITATION TO BID

|                                                                                                                                                                                             |                                                                                    |               |                                                                           |                                                                                                       |       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT</b>                                                                                       |                                                                                    |               |                                                                           |                                                                                                       |       |
| BID NUMBER:                                                                                                                                                                                 | SPU/B/DSS/063/24                                                                   | CLOSING DATE: | 31 OCTOBER 2024                                                           | CLOSING TIME:                                                                                         | 11:00 |
| DESCRIPTION                                                                                                                                                                                 | SUPPLY AND DELIVERY OF UNDERSHIRT THERMAL SHORT SLEEVE PINE                        |               |                                                                           |                                                                                                       |       |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT</b>                                                                                                                   |                                                                                    |               |                                                                           |                                                                                                       |       |
| MAIN ENTRANCE OF SOUTH AFRICAN MOBILE DEPLOYMENT WING (MUSEUM SIDE)                                                                                                                         |                                                                                    |               |                                                                           |                                                                                                       |       |
| OLD JOHANNESBURG ROAD (ACROSS FROM GODIVA ROAD)                                                                                                                                             |                                                                                    |               |                                                                           |                                                                                                       |       |
| VALHALLA                                                                                                                                                                                    |                                                                                    |               |                                                                           |                                                                                                       |       |
| 0137 (SEE ATTACHED MAP)                                                                                                                                                                     |                                                                                    |               |                                                                           |                                                                                                       |       |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                       |                                                                                    |               | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                            |                                                                                                       |       |
| CONTACT PERSON                                                                                                                                                                              | SERGEANT N.Z. CHAUKE                                                               |               | CONTACT PERSON                                                            | WARRANT OFFICER T. POLLOCK                                                                            |       |
| TELEPHONE NUMBER                                                                                                                                                                            | (012) 351 2367                                                                     |               | TELEPHONE NUMBER                                                          | (012) 351 5182                                                                                        |       |
| FACSIMILE NUMBER                                                                                                                                                                            | N/A                                                                                |               | FACSIMILE NUMBER                                                          | N/A                                                                                                   |       |
| E-MAIL ADDRESS                                                                                                                                                                              | Magrietha.VanHeerden@dod.mil.za                                                    |               | E-MAIL ADDRESS                                                            | N/A                                                                                                   |       |
| <b>SUPPLIER INFORMATION</b>                                                                                                                                                                 |                                                                                    |               |                                                                           |                                                                                                       |       |
| NAME OF BIDDER                                                                                                                                                                              |                                                                                    |               |                                                                           |                                                                                                       |       |
| POSTAL ADDRESS                                                                                                                                                                              |                                                                                    |               |                                                                           |                                                                                                       |       |
| STREET ADDRESS                                                                                                                                                                              |                                                                                    |               |                                                                           |                                                                                                       |       |
| TELEPHONE NUMBER                                                                                                                                                                            | CODE                                                                               |               | NUMBER                                                                    |                                                                                                       |       |
| CELLPHONE NUMBER                                                                                                                                                                            |                                                                                    |               |                                                                           |                                                                                                       |       |
| FACSIMILE NUMBER                                                                                                                                                                            | CODE                                                                               |               | NUMBER                                                                    |                                                                                                       |       |
| E-MAIL ADDRESS                                                                                                                                                                              |                                                                                    |               |                                                                           |                                                                                                       |       |
| VAT NO                                                                                                                                                                                      |                                                                                    |               |                                                                           |                                                                                                       |       |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                                                  | TAX COMPLIANCE SYSTEM PIN:                                                         |               | OR                                                                        | CENTRAL SUPPLIER DATABASE NO:                                                                         | MAAA  |
| <b>[A CSD REGISTRATION REPORT NOT OLDER THAN FOURTEEN (14) DAYS MUST BE SUBMITTED WITH BID. SWORN AFFIDAVIT ALSO TO BE SUBMITTED WITH BID TO SUBSTANTIATE SPECIFIC GOAL POINTS CLAIMED]</b> |                                                                                    |               |                                                                           |                                                                                                       |       |
| CSD REGISTRATION REPORT ATTACHED NOT OLDER THAN FOURTEEN (14) DAYS:                                                                                                                         | TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |               | SWORN AFFIDAVIT SUBMITTED FOR SPECIFIC GOAL POINTS CLAIMED AS PER SBD 6.1 | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No                     |       |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |               | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |       |
| <b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                           |                                                                                    |               |                                                                           |                                                                                                       |       |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?                                                                                                                             |                                                                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |                                                                                                       |       |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA?                                                                                                                                                   |                                                                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |                                                                                                       |       |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?                                                                                                                                  |                                                                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |                                                                                                       |       |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?                                                                                                                                       |                                                                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |                                                                                                       |       |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?                                                                                                                                   |                                                                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |                                                                                                       |       |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                    |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                                                 |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                                                  |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, GENERAL BID CONDITIONS (GBC), THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).                                                                                                                                                                              |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                        |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                                                               |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.                                                                                            |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .                                                                                                                 |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.                                                                                                                                                                                                 |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.                                                                                                                           |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                                                        |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."                                                      |

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

# PRICING SCHEDULE

SBD3

Reference No:

SPU/B/DSS/063/24

Document Number:

0000546831

Validity Period:

90 Days

Closing Date:

31 October 2024 at 11:00

| Item No | Item Code   | Item Description                                                                                                                                            | Consumer                               | Delivery Point    | Purchas Unit of Measure | Date Required |
|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|-------------------------|---------------|
| 001     | 18-018-1688 | Undershirt Man's SA Army Thermal Short Sleeves Pine Size: 99-80.                                                                                            | 10 Air Depot, Thaba Tshwane, Pretoria. |                   | Each                    |               |
|         |             | Line Comment                                                                                                                                                | Lead Time                              | Quantity Required | Quantity Available      |               |
|         |             | TAKE NOTE: Enclosure 3 Special Conditions, Enclosure 4 Specification for Thermal Vests (Short Sleeves) and Enclosure 5 SALAM 108 Version 07.0/January 2023. |                                        | 250               |                         |               |
|         |             | Total Unit Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                      |                                        |                   |                         |               |
|         |             | Total Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                           |                                        |                   |                         |               |

| Item No | Item Code   | Item Description                                                                                                                                            | Consumer                               | Delivery Point    | Purchas Unit of Measure | Date Required |
|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|-------------------------|---------------|
| 002     | 18-018-1708 | Undershirt Man's SA Army Thermal Short Sleeves Pine Size: 99-90.                                                                                            | 10 Air Depot, Thaba Tshwane, Pretoria. |                   | Each                    |               |
|         |             | Line Comment                                                                                                                                                | Lead Time                              | Quantity Required | Quantity Available      |               |
|         |             | TAKE NOTE: Enclosure 3 Special Conditions, Enclosure 4 Specification for Thermal Vests (Short Sleeves) and Enclosure 5 SALAM 108 Version 07.0/January 2023. |                                        | 250               |                         |               |
|         |             | Total Unit Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                      |                                        |                   |                         |               |
|         |             | Total Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                           |                                        |                   |                         |               |

| Item No | Item Code   | Item Description                                                                                                                                            | Consumer                               | Delivery Point    | Purchas Unit of Measure | Date Required |
|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|-------------------------|---------------|
| 003     | 18-018-1704 | Undershirt Man's SA Army Thermal Short Sleeves Pine Size: 99-100.                                                                                           | 10 Air Depot, Thaba Tshwane, Pretoria. |                   | Each                    |               |
|         |             | Line Comment                                                                                                                                                | Lead Time                              | Quantity Required | Quantity Available      |               |
|         |             | TAKE NOTE: Enclosure 3 Special Conditions, Enclosure 4 Specification for Thermal Vests (Short Sleeves) and Enclosure 5 SALAM 108 Version 07.0/January 2023. |                                        | 250               |                         |               |
|         |             | Total Unit Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                      |                                        |                   |                         |               |
|         |             | Total Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                           |                                        |                   |                         |               |

| Item No | Item Code   | Item Description                                                                                                                                            | Consumer                               | Delivery Point    | Purchas Unit of Measure | Date Required |
|---------|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------|-------------------------|---------------|
| 004     | 18-001-2955 | Undershirt Man's SA Army Thermal Short Sleeves Pine Size: 99-110.                                                                                           | 10 Air Depot, Thaba Tshwane, Pretoria. |                   | Each                    |               |
|         |             | Line Comment                                                                                                                                                | Lead Time                              | Quantity Required | Quantity Available      |               |
|         |             | TAKE NOTE: Enclosure 3 Special Conditions, Enclosure 4 Specification for Thermal Vests (Short Sleeves) and Enclosure 5 SALAM 108 Version 07.0/January 2023. |                                        | 250               |                         |               |
|         |             | Total Unit Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                      |                                        |                   |                         |               |
|         |             | Total Cost in ZAR Currency, Including VAT and All Delivery Costs.                                                                                           |                                        |                   |                         |               |

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:  
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Website or Attached  
The Awarding of the Price Quotation as determined by the (Department of Defence).

The following is hereby certified:  
This offer is correct and any mistake will be at my risk.  
I accept responsibility for the execution of all obligations entrusted upon me.  
I did not participate in any collusive practices with any other supplier or any other person regarding this Price Quotation or any other Price Quotation.  
I am duly authorized to sign the Price Quotation.  
The offer is inclusive of Value Added Tax.

Name: ..... Capacity: .....

Signature: ..... Date: .....

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

**Questionnaires**  
Questionnaires/Evaluation Criteria  
80/20 Evaluation Criteria

| Question/s                                                                                                                                                  |                          | Options       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------|
| Level 1: 51% owned by Black Women Military veterans / 51% owned by Black Youth / 51% owned by Black people with disability                                  | <input type="checkbox"/> | LEVEL 1       |
| Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EME's                                   | <input type="checkbox"/> | LEVEL 2       |
| Level 3: 51% owned by Women Military Veterans / 51% owned by Black Male EME's / 51% owned by Woman EME's / 51% owned by Black Woman QSE's                   | <input type="checkbox"/> | LEVEL 3       |
| Level 4: 51% owned by Male Military veterans / 51% owned by Youth / 51% owned by any other EME's / 51% owned by Black Male QSE's / 51% owned by Women QSE's | <input type="checkbox"/> | LEVEL 4       |
| Level 5: 51% owned by any other QSE's                                                                                                                       | <input type="checkbox"/> | LEVEL 5       |
|                                                                                                                                                             | <input type="checkbox"/> | LEVEL 6       |
|                                                                                                                                                             | <input type="checkbox"/> | LEVEL 7       |
|                                                                                                                                                             | <input type="checkbox"/> | LEVEL 8       |
|                                                                                                                                                             | <input type="checkbox"/> | NON-COMPLIANT |



RESTRICTED



Enclosure 3-1

## **SPECIAL CONDITIONS FOR THE SUPPLY OF UNDERSHIRT THERMAL GREEN SHORT SLEEVE**

### **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 (SAAF) reserves the right to award a bid as a whole to one bidder.
3. **Break-out procurement.** The SAAF reserves the right to, in support of government initiative to promote Small Business and in accordance with the National Small Business Act, 1996 (Act no 102 of 1996), consider the breakout of procurement into smaller segments. This implies that the bid can be allocated to more than one contractor, in manageable segments, and according to the predetermined capacity of smaller enterprises. The department will in all cases indicate the intention, elsewhere in the bid document, to apply the breakout procurement principles.

### **STANDARDS**

4. **Capability Report.** It is a condition of this bid that all bidders submit a manufacturing capability report not older than twelve (12) months with the bid documents at the closing date and time of the bid. The full capability report must be issued by an organisation accredited or recognised by the South African National Accreditation System (SANAS) and must indicate whether the bidder/manufacturer has the capability and capacity to manufacture the product(s)/items. The capability report has to address the following requirements.
  - a. Production capacity and capability.
  - b. List of items/products produced in the company.
  - c. Company organisation.
  - d. Facilities.
  - e. Quality control systems.
  - f. Incoming inspections.
  - g. In-process quality control.
  - h. Final inspection.
  - i. Packaging.
  - j. Non-conforming product.
  - k. Communication/documentation control and work movement.
5. **Capability Report Preferences.** The SAAF reserves the right to give preference to bidders with a capability of 80% or higher.



RESTRICTED



Enclosure 3-2

## **SPECIAL CONDITIONS FOR THE SUPPLY OF UNDERSHIRT THERMAL GREEN SHORT SLEEVE**

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

### **PRE-PRODUCTION SAMPLES, TESTS, ANALYSIS AND INSPECTIONS**

8. **Pre-production Samples (PPS).** It is expected from the successful bidder to submit three (3) PPS of different sizes and trim charts to the SAAF for submission to the appointed test house for testing and sealing.
9. Unless otherwise stipulated by the SAAF, the first PPS must be submitted within 30 calendar days from receipt of the official government order from the SAAF.
10. In the case of a failure or non-submission a second PPS is to be submitted to the SAAF Product System Manager within 14 calendar days after the successful bidder was informed of the findings regarding the first PPS.

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

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

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

12. **Commencement with production.** Mass production shall only commence after the South African Air Force Product System Manager has informed the successful bidder that the PPS passed.
13. **In Process Inspections.** The SAAF may request In Process Inspections for certain items as determined from time to time. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.
14. **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 SAAF reserves the right to have these inspections at the delivery point stipulated in the bid documents. The cost of these inspections will in the case of local manufacturers be for the SAAF's account according to paragraph 8 of the GCC. If it does not comply with the specification(s), the cost will be for the account of the contractor including transport costs. Should items be manufactured outside the borders of the RSA, all inspection costs will be for the account of the manufacturer.



RESTRICTED



Enclosure 3-3

**SPECIAL CONDITIONS FOR THE SUPPLY OF UNDERSHIRT THERMAL GREEN SHORT SLEEVE**

**DELIVERY AND DOCUMENTS**

15. **Delivery requirement of the containers (corrugated board boxes).** The supplier may contact the SAAF if they need a colour copy of Specification number SALM 108 Version 07.0/January 2023 for corrugated board boxes for clothing as each year of manufacture has a different colour code. The relevant section may be contacted via the following email address: [systemmdss@gmail.com](mailto:systemmdss@gmail.com).

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

Signature(s) of bidder of assignee(s) .....

Name: .....

Representing: .....



**ARMSCOR**

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**DOCUMENT NUMBER** : 05181-100-013  
**ISSUE DATE** : FEBRUARY 2005

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## **Specification for Thermal T-Shirt, Short Sleeves**

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**SUMMARY** : T-shirt, Thermal, Short Sleeves

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**DATE OF ORIGINAL ISSUE** : April 2000

**KEYWORDS** : T-shirt, Thermal, Short Sleeves

## APPROVAL PAGE

Compiled by: SAAU PS Team

Approved by:



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Date

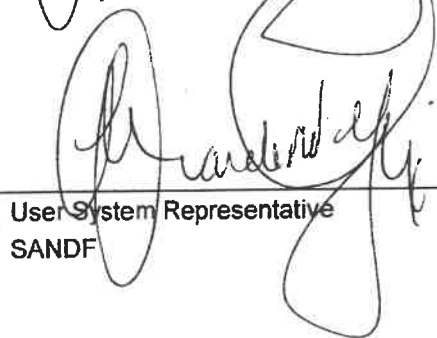
Approved by:



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060405  
Date

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User System Representative  
SANDF

060405  
Date

## AMENDMENT HISTORY

| DOC<br>ISSUE | DATE    | AMENDMENTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | DOC<br>CHANGE<br>PROPOSAL<br>NO. | CHECKED       |       |
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|              |         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  | NAME          | INIT. |
| 1            | 04-2000 | Document renumbered and cover page added, superseding RSA-MIL-SPEC-210                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | N/A                              | J Billingham  |       |
| 2            | 01-2002 | 1. Spec converted to MS Word;<br>2. Added neck width, neck depth and cuff width to size chart (see 3.2.2);<br>3. Added information to 3.2.4.3 (see (c) and (d));<br>4. Added trim chart requirements (see 4.1.4.1);<br>5. Included measuring points (see Appendix 30);<br>4. Added reference to SABS 0235 (see 3.1.3.1);<br>6. Replaced illustration (see Appendix 10);                                                                                                                                                                | 25303                            | KC v Deventer |       |
| 3            | 10-2002 | Add garment and care labelling information (3.1.3); Deleted specific care instruction (3.1.3.2); Add colour of material (3.2.4.2); Add footnote with regards to colour re-registration; Add information to plastics enveloped (5.2.1) and bulk containers (5.2.2); Remove label from Appendix 1, Figure 1                                                                                                                                                                                                                              | 25402                            | ECP Fouche    |       |
| 4            | 02-2005 | Add reference to SANS 10076 (2.3.1), and changed all SABS references to SANS;<br>Change chest measurements in size chart (see 3.2.2);<br>Add footnote no.3 in size chart (see 3.2.2)<br>Changed the CKS 129 colour references (see 3.2.4.2);<br>Deleted references to black T-shirts (see 3.2.4.2) and colour (see 5.1 and 6.1.2)<br>Changed the fibre composition of the rib fabric (see 3.2.4.2 (b));<br>Include reference to flat lock stitch and cover seam stitch (see 3.2.4.5 (a) and (c));<br>Changes as per standard Checklist | 25423<br>26085<br>26155<br>27027 | J Billingham  |       |

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## FOREWORD

This specification sets forth the materials required for, and the method of construction to be used, in the manufacture of short sleeved thermal T-shirts.

The specification is arranged in 6 sections and two appendices. Section 1 states the scope of the specification. Section 2 lists the applicable documents. Section 3 details the requirements for the product, the materials, the method of manufacture and standards of workmanship. Section 4 details the qualification procedures, the quality assurance provisions, test methods and acceptance inspection procedures. Section 5 details the preparation of the product for delivery. Section 6 contains definitions and notes on special requirements and documentation.

## **1. SCOPE**

This specification covers the performance, design, manufacture, test and acceptance requirements of short sleeved thermal T-shirts for the personnel of the South African Army.

## **2. APPLICABLE DOCUMENTS**

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

### **2.1 Government documents**

05181-100-023, *Thermal-wear fabric*

CKS 129, *Colours for textiles*

RSA-MIL-SPEC-296, *Corrugated board boxes for clothing and footwear*

### **2.2 Armscor documents**

This section is not applicable to this specification.

### **2.3 National and international documents**

#### **2.3.1 Specifications**

SANS 1309, *Printed labels for textiles.*

SANS 1362, *Sewing threads.*

SANS 10004 (SABS 04), *Terms and definitions for textiles and textile merchandise.*

SANS 10011(SABS 011), *Care-labelling of textiles and clothing.*

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

SANS 10101 (SABS 0101), *Standard nomenclature for stitches, seams and stitchings.*

SANS 10188: 2002 (SABS 0188), *Standard methods of garment measurement.*

SANS 10235 (SABS 0235), *Fibre content labelling of textiles and textile products.*

#### **2.3.2 Test methods**

SANS 5278 (SABS SM 278), *Sewing stitches per unit length.*

## **2.4 Other documents**

Master Record Index (MRI) 05181 - B00000 - 550001 for Underwear Patterns  
(Thermal T-shirt, short sleeves).

## **3. REQUIREMENTS**

### **3.1 Product definition**

Short sleeved T-shirt with thermal properties.

#### **3.1.1 Major components list**

##### **3.1.1.1 Knitted fabric**

##### **3.1.1.2 Sewing thread**

#### **3.1.2 Interface**

This section is not applicable to this specification.

#### **3.1.3 Identification and marking**

##### **3.1.3.1 T-shirts**

Each garment shall have a white woven rayon label, that complies with the requirements of SANS 1309, securely sewn to the right hand side seam, 5 cm above the bottom hem on the inside of the garment. This label shall show the following in legible and indelible block letters of height at least 3 mm:

- (a) The National Stock Number (NSN);
- (b) The size designation;
- (c) The manufacturer's name or trade mark or both;
- (d) The year of manufacture;
- (e) The words "STATE PROPERTY NOT FOR SALE"; AND
- (f) Space for the wearer's name with the following working: "Name: \_\_\_\_\_".

##### **3.1.3.2 Care labelling**

Each garment shall have a printed label (that complies with SANS 1309), securely sewn to the side right hand side seam, 5 cm above the bottom hem on the inside of the garment, that provides correct and appropriate care instructions (in words and symbols, in accordance with SANS 10011). This label shall also include the fibre composition of the main fabric (in accordance with SANS 10235). All care labels and their markings shall be such that they outlast the garments.

### 3.1.3.3 Packaging

See 5.2 for marking of packaging.

### 3.1.4 Client furnished materials

All patterns, where available, will be supplied to the manufacturer by the purchasing authority for the duration of the contract.

## 3.2 Characteristics

### 3.2.1 Performance characteristics

If the correct size designation has been selected, the T-shirts shall be an acceptable fit without restricting movement to the wearer.

### 3.2.2 Physical characteristics

The T-shirts shall be supplied in one or more of the size designations given in column 2 of table 1, as specified in the order or contract, and their measurements, determined (where applicable) by the relevant methods given in SANS 10188, Category H, shall conform to the appropriate values given in columns 3 to 8.

**TABLE 1 - SIZE RANGE**

| 1                                                                                                                           | 2                              | 3                                         | 4                    | 5                           | 6          | 7         | 8                  |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------------------------|----------------------|-----------------------------|------------|-----------|--------------------|
| National Stock Number                                                                                                       | Size Designation <sup>1)</sup> | Nominal finished garment measurements, cm |                      |                             |            |           |                    |
|                                                                                                                             |                                | Chest                                     | Length <sup>2)</sup> | Sleeve length <sup>3)</sup> | Neck width | Neck drop | Cuff circumference |
| 180181707                                                                                                                   | 99-070                         | 59                                        | 73                   | 12                          | 18,5       | 7,5       | 32                 |
| 180181688                                                                                                                   | 99-080                         | 66                                        | 75                   | 12                          | 20         | 7,5       | 32,8               |
| 180181708                                                                                                                   | 99-090                         | 76                                        | 78                   | 12                          | 22         | 7,5       | 33,6               |
| 180181704                                                                                                                   | 99-100                         | 86                                        | 80                   | 12                          | 23,5       | 7,5       | 34,6               |
| 180012955                                                                                                                   | 99-110                         | 96                                        | 82                   | 12                          | 24         | 7,5       | 35,4               |
| 180015962                                                                                                                   | 99-120                         | 106                                       | 85                   | 12                          | 25         | 7,5       | 36,4               |
| 181188026                                                                                                                   | 99-130                         | 116                                       | 87                   | 12                          | 25,5       | 7,5       | 37                 |
| 1) The size designation indicates the height and the chest of the intended wearer, e.g<br>99-110 tall figure 99, chest 110. |                                |                                           |                      |                             |            |           |                    |
| 2) Measured from the centre back neck-to-rib seam to the outer edge of the bottom hem.                                      |                                |                                           |                      |                             |            |           |                    |
| 3) Measured along the underarm seam, from the base of the scye to the outer edge of the cuff.                               |                                |                                           |                      |                             |            |           |                    |

### 3.2.3 Maintainability

The T-shirts shall be cleaned and maintained according to the care instructions label (see 3.1.3.2).

### **3.2.4 Design and construction**

#### **3.2.4.1 Design**

The T-shirt shall have a round neck and short set in sleeves. The bottom edge of the body shall be hemmed.

#### **3.2.4.2 Materials**

The materials specified in 3.2.4.2(a) to 3.2.4.2(c) shall be supplied and used by the manufacturer.

(a) **Knitted fabric**

The knitted fabric shall comply with the requirements of Spec No 05181-100-023 and shall be of a colour that is a match, in terms of SANS 10076-4, to colour No. 87c "Pine green (thermal wear)" of CKS 129.

(b) **Rib fabric**

A 1 x 1 rib-knitted fabric made from 100% spun polyester yarns and the colour shall be an acceptable match to the colour of the knitted fabric (see 3.2.4.2(a)).

(c) **Sewing thread**

The sewing thread shall comply with the relevant requirements of SANS 1362 and shall be a polyester-and-cotton core-spun thread, ticket No. 120. The colour shall be an acceptable match to the colour of the knitted fabric (see 3.2.4.2 (a)).

#### **3.2.4.3 Drawings and patterns**

(a) Sketch for this T-shirt appears in Appendix 1.

(b) Patterns are available from the Procurement Authority on request against MRI 05181 – B00000 - 550001 (Thermal T-shirt, short sleeves).

(c) This pattern makes provision for 10 mm seam allowance throughout.

#### **3.2.4.4 Construction**

NOTE - Unless inconsistent with the text all measurements are nominal.

(a) **Body**

The body shall consist of two parts (i.e. a front and a back) that are seamed together at the sides and shoulders. The lower edge of the body shall be turned under and hemmed 20 mm. Each shoulder shall be stayed on the inside with a 15 mm wide strip of self material that is sewn in with the shoulder seam.

(b) **Neck opening**

The neck opening shall be round and shall be finished off with rib fabric (see 3.2.4.2(b)) of finished depth 25 mm (after it has been folded double and sewn to the neck opening).

(c) **Sleeves**

The sleeves shall be one-piece short set-in sleeves that are seamed under the arms. The ends of the sleeves shall be turned under and hemmed 20 mm.

**3.2.4.5 Special requirements**

The stitches, seams and stitchings shall be in accordance with SANS 10101 and shall be as follows:

(a) **Stitches**

1. **Bottom hem and cuffs:** Stitch type 402 (cover seam stitch) or type 606 (flatlock stitch); and
2. **All other sewing:** Stitch type 504 or other acceptable type of overlocking stitch.

(b) **Seams**

Seam type SSa.

(c) **Stitchings**

Stitching type EFa.

(d) **Number of stitches**

All stitches shall be  $40 \pm 4$  per 10 cm.

**3.2.4.6 Standard of manufacture**

The T-shirts shall comply with the specification and the standard of manufacture shall be at least equal to the approved pre-production sample (see 4.1.4.1) for uniformity of make, colour and finish.

**3.2.4.7 Workmanship**

The T-shirts shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred in the making up. All seams shall be smooth and all stitching uniform and free from twists, pleats and puckers and shall be sufficiently extensible to obviate seam cracking and undue shrinkage in use. All ends of sewing shall have been trimmed and loose threads removed.

**3.2.4.8 Qualification and pre-production**

This section is covered in section 4.1.4.1 of this specification.

**3.2.4.9 Standard samples**

Standard samples are held by, and may be viewed at the Procurement Agency.

#### **4. QUALITY ASSURANCE PROVISIONS**

##### **4.1 General**

The Inspection Authority shall be specified in the contract.

##### **4.1.1 Quality management system**

The contractor shall maintain a quality management system which shall assure that all items supplied in accordance with this specification, comply with it in all respects. The Procurement Authority shall have the right to call for periodic audits of the contractor's management of quality.

##### **4.1.2 Responsibility for inspection and testing**

The contractor shall inspect the finished T-shirts for compliance with the specification before submitting them to the Inspection Authority for final inspection.

##### **4.1.3 Special tests and examinations**

This section is covered in section 4.1.4.1 and 4.2.3 of this specification.

##### **4.1.4 Classification of inspection**

###### **4.1.4.1 Pre-production sample inspection**

Three pre-production sample T-shirts shall be submitted to the Inspection Authority for testing and approval. These samples shall each be accompanied by a trim chart containing a sample of the component material (as given in 3.2.4.2 (c)) and the relevant certificates. When accepted, three samples shall be sealed. One sample shall be retained by the Inspection Authority, one sample shall be returned to the contractor and one sample shall be sent to the Procurement Authority. Bulk production shall not commence until the sealed and approved pre-production sample is received by the contractor.

###### **4.1.4.2 In process inspection**

The T-shirts 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 T-shirts supplied to this specification may be in progress.

###### **4.1.4.3 End item inspection**

Before dispatch, the T-shirts shall have been inspected and tested by the Inspection Authority and found to comply with the requirements of the specification before issuing a release certificate.

#### **4.1.5 Calibration of test and measuring equipment**

This section is not applicable to this specification.

#### **4.1.6 Quality records**

Records of all certificates, checks and tests required in terms of this specification, in a form acceptable to the Inspection Authority, shall be kept by the contractor and shall be available to the Inspection Authority.

### **4.2 Quality conformance inspection**

#### **4.2.1 Certificate of compliance (C of C)**

The contractor manufacturing the T-shirts shall provide evidence that the product being supplied complies with the requirements of the specification and shall be covered by a certificate of compliance. If such evidence is not available, samples shall be required for clearance and all costs incurred shall be for the contractor's account.

#### **4.2.2 Classification of defects**

Any defect or combination of defects or deviations from the specification that render the T-shirts unacceptable, or are such that the T-shirts cannot be issued (see 6.4).

Defects such as listed in but not limited to Appendix 2.

#### **4.2.3 Test methods**

##### **4.2.3.1 Final inspection**

Visually examine and measure each T-shirt in the sample for compliance with 3.2.2 and 3.2.4.1 and all the applicable requirements of section 3.2.4.4 for which tests to assess compliance are not given in 4.2.3.2 and 4.2.3.3.

##### **4.2.3.2 Sewing stitches per unit length**

Use SANS 5278.

##### **4.2.3.3 Properties of materials**

Use the methods specified in the relevant material specification.

### **5. PREPARATION FOR DELIVERY**

#### **5.1 Packaging and preservation**

The T-shirts shall be delivered in a commercially clean and dry condition and shall be so packed that they will not be damaged in transit or storage. Unless otherwise specified in the order or contract, each T-shirt shall be so folded and neatly packed in a plastics envelope (of suitable size and shape) that the garment label details are clearly visible, and the packed for

transit in bulk containers complying with the requirements of RSA-MIL-SPEC 296. Only T-shirts of the same size shall be packed together in a bulk container (unless quantities ordered are such that packing together of the same size only is not justified). T-shirts of different sizes may also be packed together to accommodate the last part of an order or contract.

## **5.2 Marking of packaging**

### **5.2.1 Plastics envelope**

Each plastics envelope shall be marked as follows:

- 5.2.1.1 The National Stock Number (NSN);
- 5.2.1.2 The size designation; and
- 5.2.1.3 The item description, i.e "Thermal T-shirt, short sleeves".

### **5.2.2 Bulk containers**

In addition to the address for delivery, each bulk container shall be labelled with the following information:

- 5.2.2.1 The National Stock Number (NSN);
- 5.2.2.2 The size designation;
- 5.2.2.3 The item description i.e. "Thermal T-shirts, short sleeves";
- 5.2.2.4 The manufacturer's name or trademark;
- 5.2.2.5 The year of manufacture;
- 5.2.2.6 The order/line number;
- 5.2.2.7 The batch number or date of manufacture;
- 5.2.2.8 The quantity;
- 5.2.2.9 The mass of the packed container; and
- 5.2.2.10 The FIFO colour label indicating the year of manufacture (the colour will be identified by the Procurement Authority).

## **5.3 Additional markings**

When so required by the SA Army, T-shirts or envelopes or containers, or any combination of these three, shall bear information additional to that specified in 3.1.3, 5.2 and 6.2.

## **6. NOTES**

### **6.1 General**

The following requirements will be specified in tender invitations and in each order or contract:

- 6.1.1 The Inspection Authority;
- 6.1.2 The packing, if other than as specified (see 5.1);
- 6.1.3 Additional marking, if required (see 5.3); and
- 6.1.4 The National Stock Number (NSN).

### **6.2 Documentation**

One container of each consignment shall be marked "Documents" and shall, in addition to the T-shirts, contain the following:

- 6.2.1 Packing slip/delivery note;
- 6.2.2 Where applicable, the inspection certificate(s); and
- 6.2.3 A copy of the invoice containing the following:
  - 6.2.3.1 The order number;
  - 6.2.3.2 The financial authority number; and
  - 6.2.3.3 A full description of the consignment, e.g. items, size(s), quantity, etc.

### **6.3 Definitions**

For the purposes of this specification the relevant definitions given in SANS 10004 and the following definitions apply:

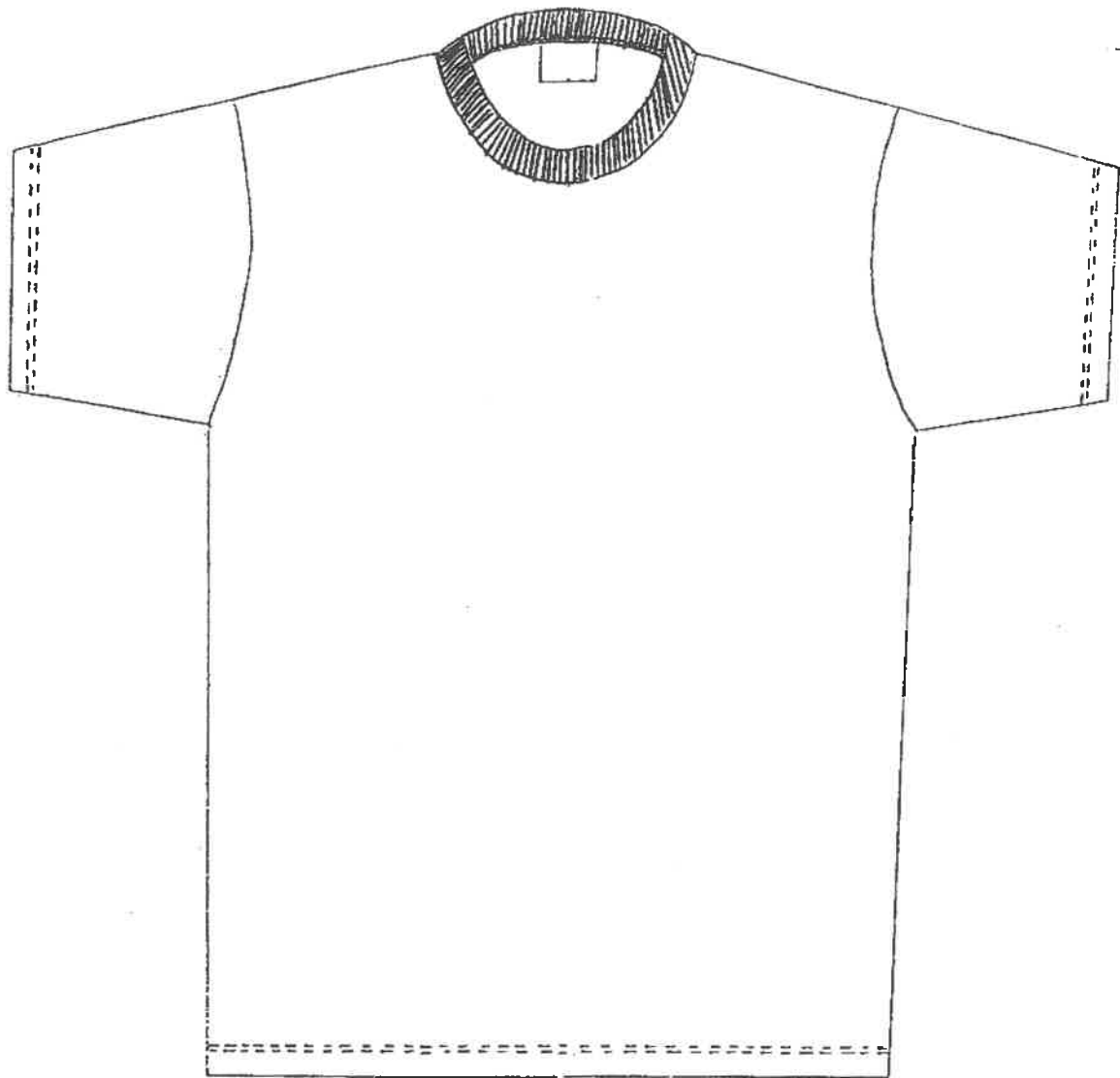
**Acceptable:** Acceptable to the SA Army and/or the Procurement Authority.

**Nominal:** Subject to the tolerances normal to good manufacturing practice.

### **6.4 Final Inspection**

The sampling plan, sample size, classification of defects and sentencing criteria, shall be finalized during the manufacturing of the pre-production samples. Bulk production shall not commence until these aspects are cleared and documented.

**APPENDIX 1: SKETCH FOR THERMAL T-SHIRT, SHORT SLEEVES**



**FIGURE 1 – THERMAL T-SHIRT, SHORT SLEEVES**

**PLEASE NOTE: ILLUSTRATIONS ARE NOT TO SCALE AND FOR GUIDANCE ONLY.**

## **APPENDIX 2: DEFECTS**

Points not defined in the specification that require assessing at inspection.

2.1 The appearance must be neat and clean.

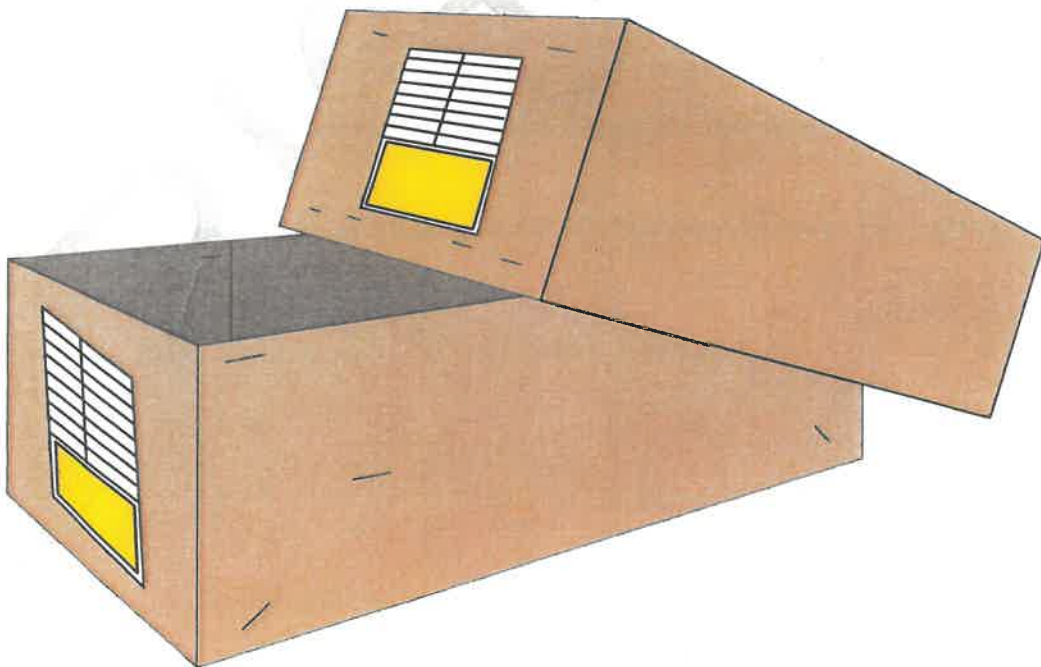
# PRIVATE SPECIFICATION

Prepared for the

**SOUTH AFRICAN AIR FORCE**



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

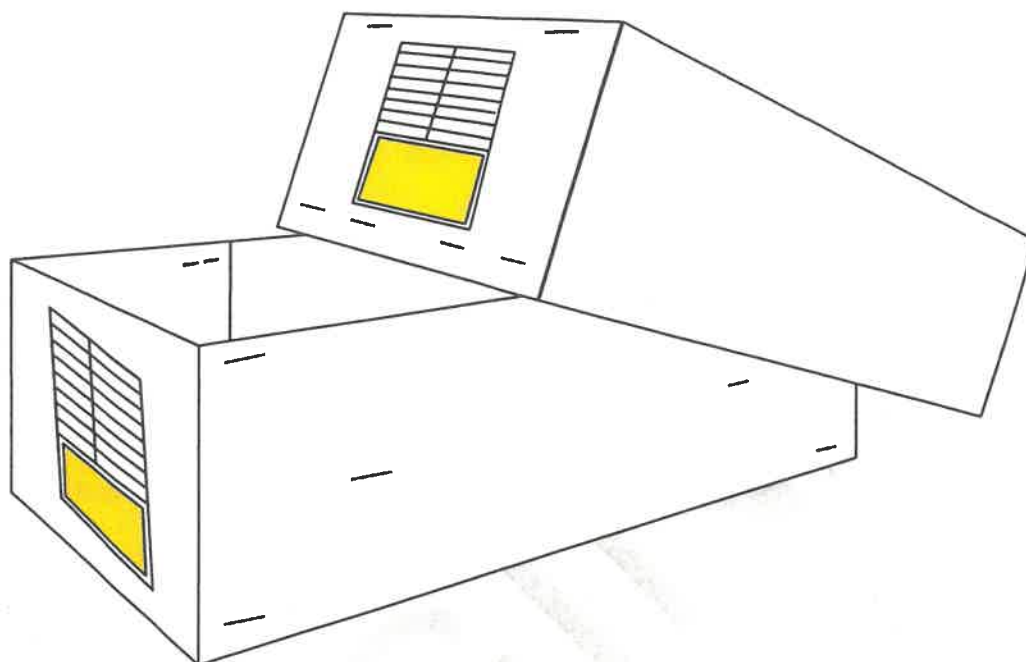


**SALM 108**

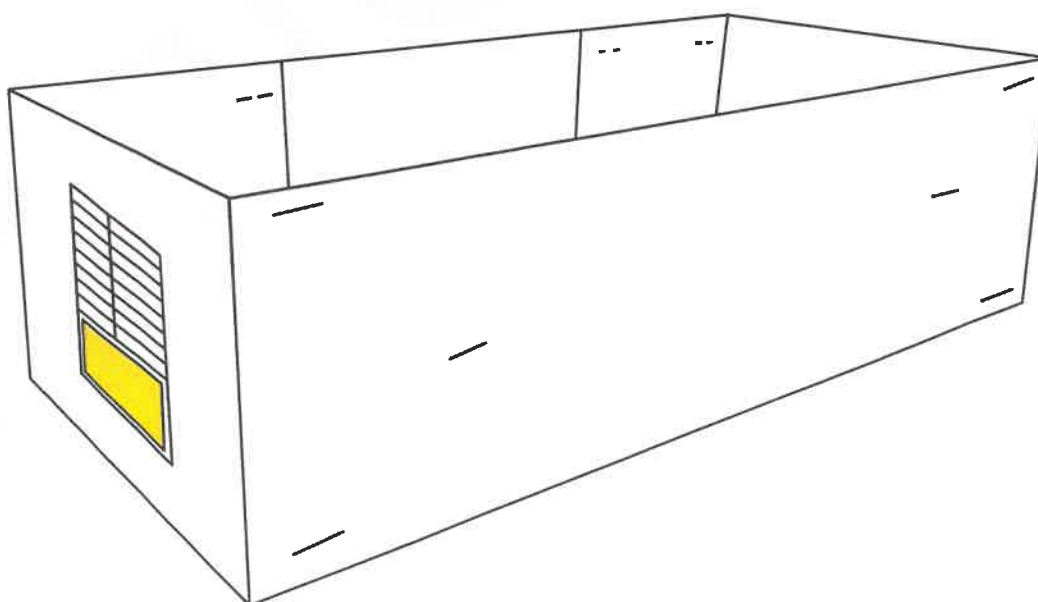
**Version 07.0/January 2023**

## 4. Illustrations

Illustrations are not to scale and are for guidance only.



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



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

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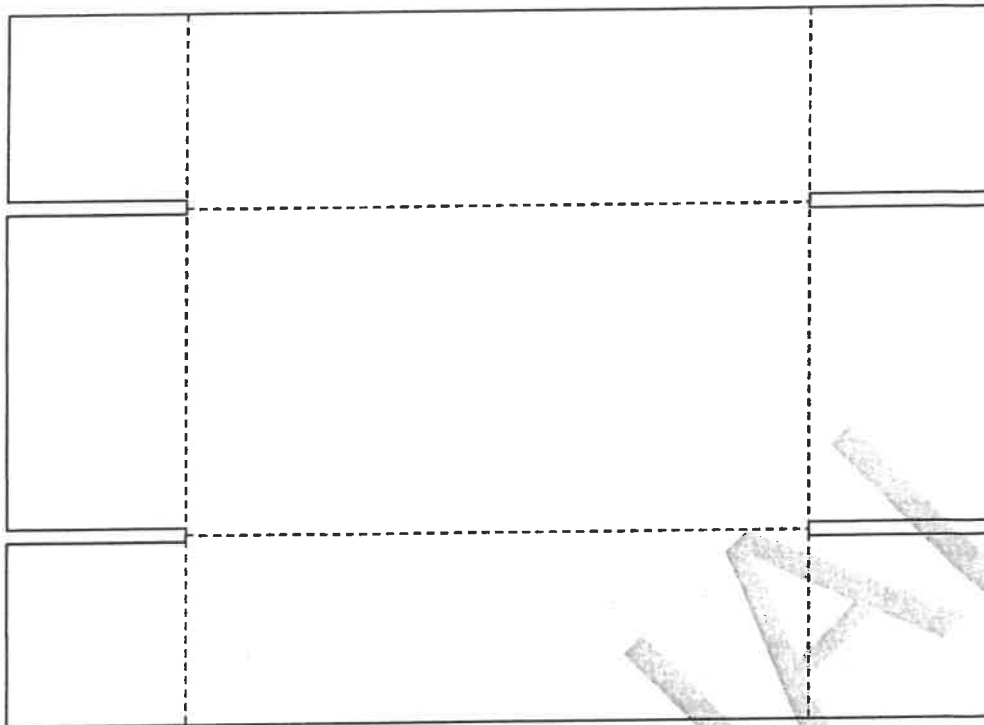


Figure 4(b) – Design of telescopic cardboard box when unassembled (Lid components)

## 5. Client Furnished Materials

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

## 6. Physical and Performance Requirements

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

### 6.1 Paper

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

#### 6.1.1 Fluting and liners

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

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### 6.3 Dimensions and design

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

### 6.4 Creasing

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

### 6.5 Staples

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

### 6.6 Storage requirements

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

### 6.7 Transport requirements

- ♦ suitable for rail, road and air transport

### 6.8 Durability requirements

- ♦ single journey use

### 6.9 Strapping

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

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## 8. Dimensions

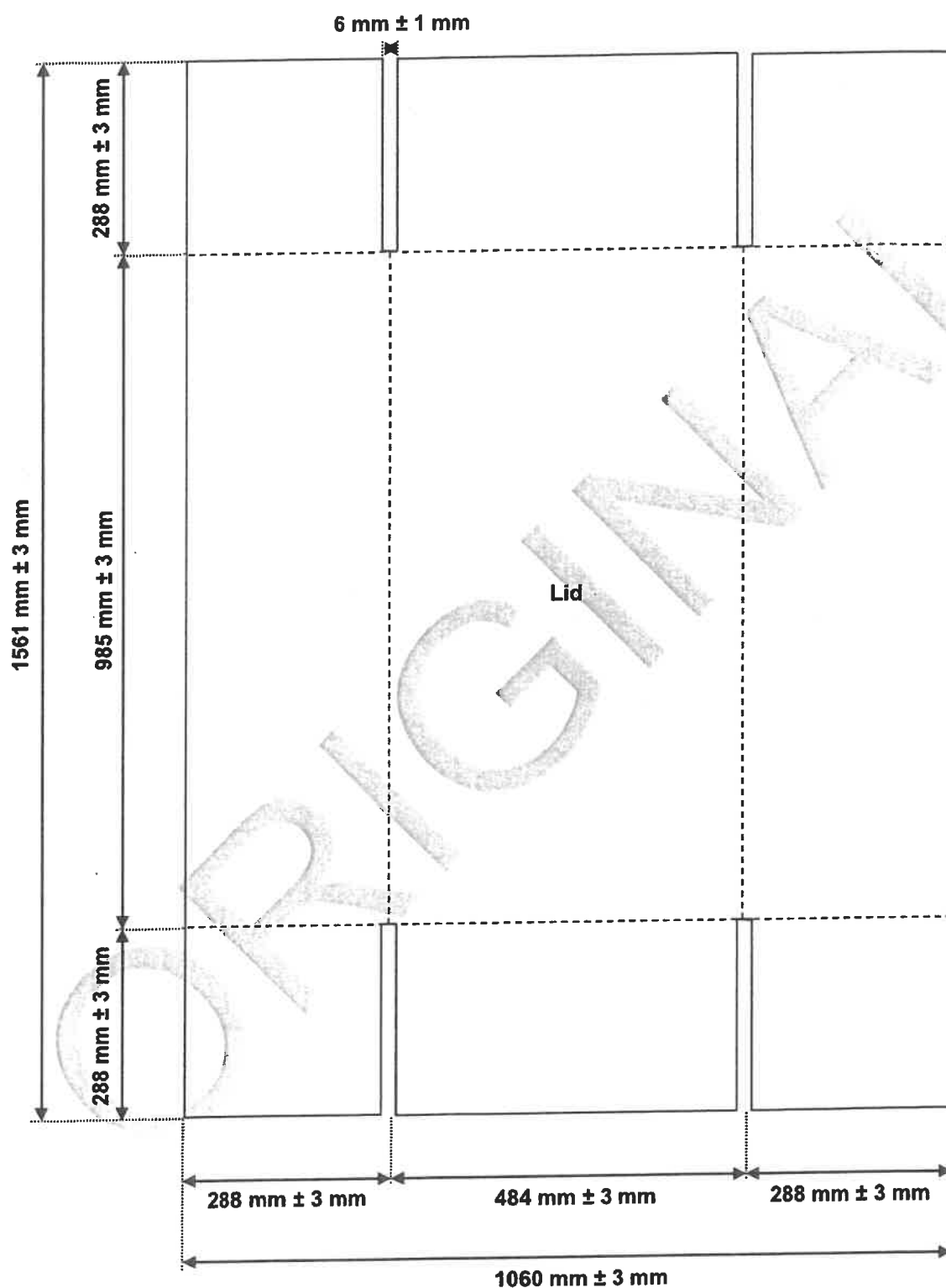


Figure 5 – Dimensions of the lid component of the telescopic board box (flat measurements)

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## 9. Assembly/Securing of boxes

Unless inconsistent with the text, all measurements are nominal.

### 9.1 Stapling

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

### 9.2 Strapping of boxes

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

## 10. Test methods

### 10.1 General

#### 10.1.1 Test specimens

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

#### 10.1.2 Conditioning

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

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

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

### 11.3 Documentation

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

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

### 11.4 Additional marking

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

## 12. Packing and Delivery of Containers

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

### 12.1 General

- ♦ the relevant requirements of SANS 456 to apply

### 12.2 Packing

The component parts of the box to be:

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

### 12.3 Marking

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

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Figure 8 – FIFO Colour identification

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

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# ANNEX A

(Informative)

## Guideline packing quantities

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

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

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

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

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included) ); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

*(delete whichever is not applicable for this tender).*

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|                                                  | POINTS     |
|--------------------------------------------------|------------|
| <b>PRICE</b>                                     | <b>80</b>  |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>  |
| <b>Total Points for Price and SPECIFIC GOALS</b> | <b>100</b> |

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1 POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point systems applies, an organ of state must, in the Tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

**THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL**

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

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

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

**5. DECLARATION WITH REGARD TO COMPANY/FIRM**

5.1 Name of company/firm.....

5.2 Company registration number: .....

**5.3 TYPE OF COMPANY/ FIRM**

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

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

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

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SWORN AFFIDAVIT – GENERAL

***I, THE UNDERSIGNED,***

|                                |  |
|--------------------------------|--|
| <b>Full Name &amp; Surname</b> |  |
| <b>Identity Number</b>         |  |

**HEREBY DECLARE UNDER OATH AS FOLLOWS:**

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

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

## SWORN AFFIDAVIT – GENERAL

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

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

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

### **LEVEL 1 – 20 POINTS CLAIMED**

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

### **LEVEL 2 - 18 POINTS CLAIMED**

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

## **SWORN AFFIDAVIT – GENERAL**

### **LEVEL 3 - 16 POINTS CLAIMED**

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

### **LEVEL 4 - 14 POINTS CLAIMED**

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

### **LEVEL 5 - 12 POINTS CLAIMED**

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

**SWORN AFFIDAVIT – GENERAL**

**LEVEL 8 - 0 POINTS CLAIMED**

- Non – Compliant:

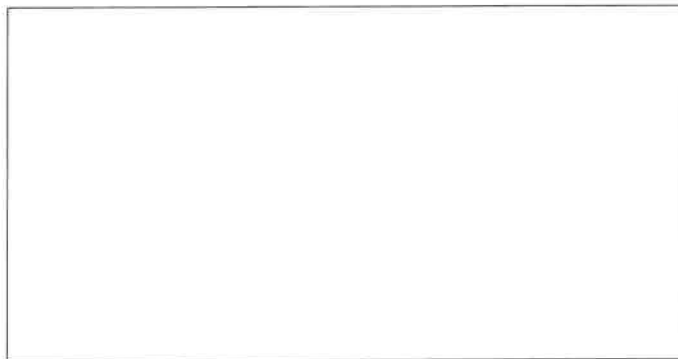
***"I KNOW AND UNDERSTAND THE CONTENTS OF THIS AFFIDAVIT AND I HAVE NO OBJECTION TO TAKE THE PRESCRIBED OATH AND CONSIDER THE OATH BINDING ON MY CONSCIENCE AND ON THE OWNERS OF THE ENTERPRISE WHICH I REPRESENT IN THIS MATTER".***

\_\_\_\_\_  
COMMISSIONER OF OATH SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPONENT SIGNATURE

\_\_\_\_\_  
DATE



**[OFFICIAL OFFICE STAMP OF COMMISSIONER OF OATH]**

# SOUTH AFRICAN AIR FORCE PROCUREMENT UNIT

CLOSING DATE OF BID: 31 OCTOBER 2024

NUMBER

SPU/B/DSS/063/24

CLOSING TIME OF BID: 11:00

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 current dated CENTRAL SUPPLIERS DATA BASE (CSD) REGISTRATION REPORT been submitted? Failure to submit will invalidate the Bid.

YES

☐

NO

☐

---

# **DEPARTMENT OF DEFENCE**

## ***GENERAL BID CONDITIONS***

### **(GBCs)**

---

#### **TABLE OF CLAUSES**

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

## GENERAL BID CONDITIONS

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

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

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

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:

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

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

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.
12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.
13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:
- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
  - b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
  - c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
  - d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.
15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.

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

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

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

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

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

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

22. **Furnishing of Bid Results**

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

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

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

Version 2 dd Aug 2005

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
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28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

## **General Conditions of Contract**

### **1. Definitions**

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

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

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

documents.

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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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| <b>10. Delivery and documents</b> | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>11. Insurance</b>              | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>12. Transportation</b>         | <p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>13. Incidental services</b>    | <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"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> <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> |
| <b>14. Spare parts</b>            | <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"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts:             <ul style="list-style-type: none"> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                 |

**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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| <b>18. Contract amendments</b>                  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>19. Assignment</b>                           | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>20. Subcontracts</b>                         | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>21. Delays in the supplier's performance</b> | <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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| <b>28. Limitation of liability</b> | <p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p style="padding-left: 40px;">(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p> |
| <b>29. Governing language</b>      | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>30. Applicable law</b>          | <p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>31. Notices</b>                 | <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>                                                                                                                                                                                                                                                                                                 |
| <b>32. Taxes and duties</b>        | <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>                                                                                                                                                                              |