



**PROCUREMENT OF ANTI-FLASH HOOD FOR THE SA
NAVY**

SPSC-B-038-2022

CLOSING DATE AND TIME:

03 MAY 2023 AT 11:00

VALIDITY: 90 DAYS

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CONTACT INFORMATION

Technical Information:

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207
Information regarding the completion of the Bid Documents:

Administrative Information:

Contact: Petty Officer M. Claassen
Email Address: spscbidinvitation@gmail.com
Office Tel No: (021) 787 5207

Address for depositing of bid documents

Street: Simon's Town Procurement Service Centre
No. 2 Arsenal Road
Simon's Town
7995

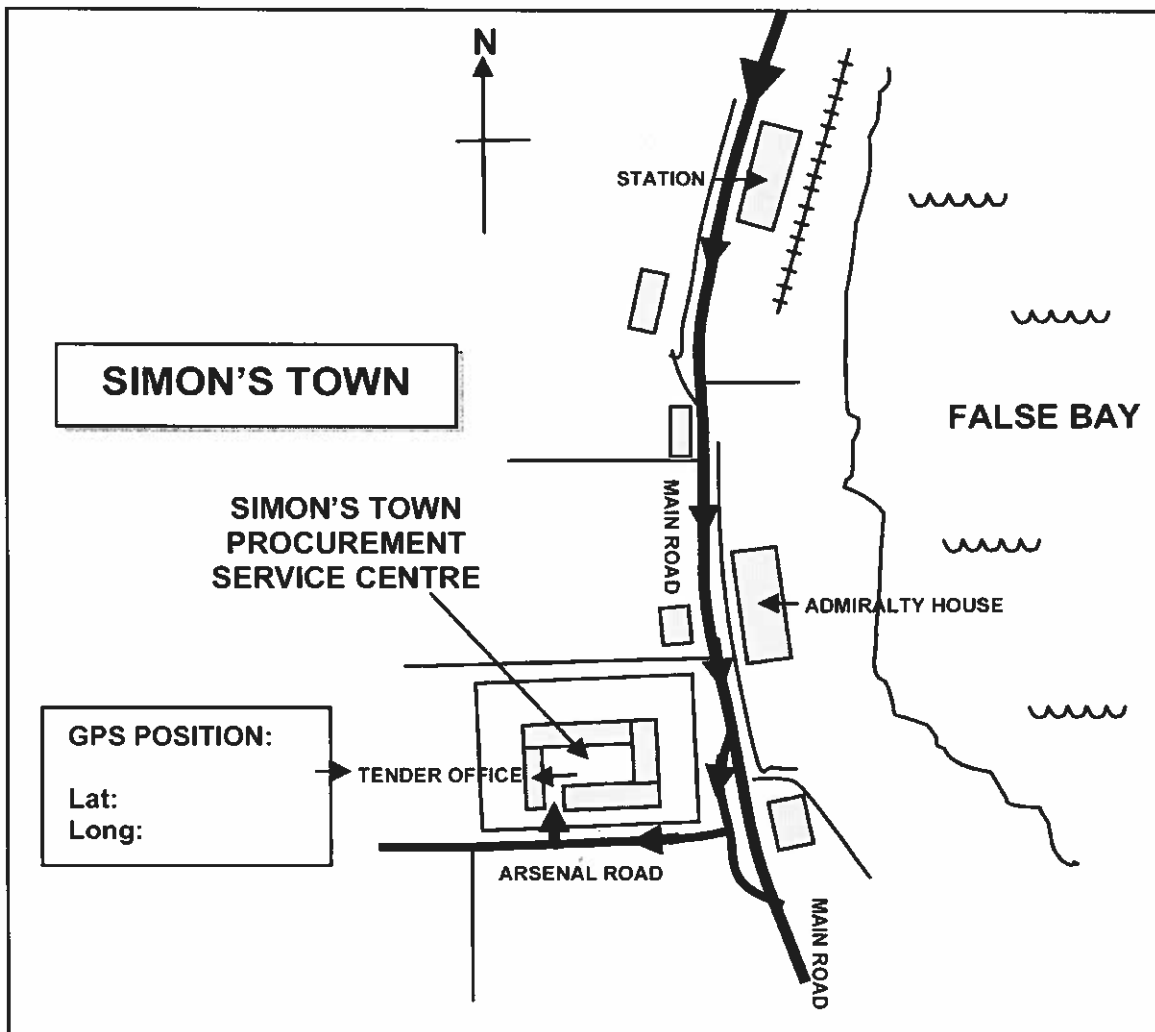
BID SUBMISSIONS

Closing period of bid: Minimum 21 days
Validity of Bid: 90 days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



Section A:

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. Any questions that are not completed will render such bids to be disregarded during the final calculations.
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
6. All information regarding the evaluation process must be treated as confidential.
7. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and closing Date.
 - a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule **only**)
 - b. Envelope 2: SBD documents, Statement of Work and all other required documents.
8. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1)
 - b. Mandatory Technical evaluation (Phase 1, Stage 2) Specification
 - c. Price (Phase 2) and B-BBEE Points (Phase 3)
9. Suppliers must be registered for the commodity/service required in this bid.
10. This requirement will be evaluated using the 80/20 principle
11. No late bids will be accepted after the closing date and time.

EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

Phase 1 Stage 1: Compliance to Mandatory and Administration Criteria, bidders that do not fully comply with the evaluation criteria will be eliminated/ excluded and **will not proceed to Phase 1 Stage 2.**

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Criteria
1.	<u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's information, Lead time, Quantity available, Total Unit Cost, Total Cost and B-BBEE Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows: a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule ONLY). b. Envelope 2: SBD documents, Statement of Work and all other required documents. Failure to submit this document as indicated above by the closing date and time will invalidate this offer. Appendix A
2.	<u>SBD 4 - Bidders Disclosure:</u> This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B
3.	<u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C
4.	<u>Central Suppliers Database (CSD) Registration Report:</u> The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information: i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" Failure to submit this CSD Registration Report will invalidate your offer. Appendix D
5.	<u>Broad Based Black Economic Empowerment (B-BBEE) status level certificate/Sworn Affidavit:</u> Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn Affidavit vs SBD 6.1 or failure to submit this document by the closing date and time will result with points being forfeited. Appendix E

S/No	Criteria
	A
	Phase 1, Stage 1, Administration Evaluation Criteria
6.	<u>SBD 1 / Invitation to Bid:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix F.
7.	<u>SPSC Indemnity Agreement Form:</u> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	<u>SPSC Group Questionnaire:</u> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H.
9.	<u>Defence Intelligence Questionnaire (D.I.)</u> The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix I

MANDATORY TECHNICAL EVALUATION

Phase 1 Stage 2: Bidders must comply to statement of work. Bidders who do not will be invalidated/excluded and will not proceed to Phase 2.

S/No	Criteria
	Stage 2
1.	<u>SPECIFICATION:</u> The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc OR <u>DESCRIPTION:</u> Bidders must confirm the offer conforms to description supplied Failure to comply will invalidate the bid. Appendix J

Phase 2: Only bidders that qualified on Phase 1 will be on phase 2 & 3 (Price and B-BBEE)

Phase 2	Price. (Will be according to specific requirements)	80/
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Phase 3: Preferential points. (As per B-BBEE Act,2003 (Act No.53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Sworn Affidavit attested by a commissioner of Oath.

Phase 4	Preferential B-BBEE points	20/																														
	Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: <table> <tr> <th>B-BBEE Status of Level of Contributor</th><th>Number of Points (90/10 system)</th><th>Number of Points (80/20 system)</th></tr> <tr> <td>1</td><td>10</td><td>20</td></tr> <tr> <td>2</td><td>9</td><td>18</td></tr> <tr> <td>3</td><td>8</td><td>14</td></tr> <tr> <td>4</td><td>5</td><td>12</td></tr> <tr> <td>5</td><td>4</td><td>8</td></tr> <tr> <td>6</td><td>3</td><td>6</td></tr> <tr> <td>7</td><td>2</td><td>4</td></tr> <tr> <td>8</td><td>1</td><td>2</td></tr> <tr> <td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </table> A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE. Calculation of the total points scored for price and B-BBEE status level of contribution The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.	B-BBEE Status of Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)	1	10	20	2	9	18	3	8	14	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant Contributor	0	0	
B-BBEE Status of Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)																														
1	10	20																														
2	9	18																														
3	8	14																														
4	5	12																														
5	4	8																														
6	3	6																														
7	2	4																														
8	1	2																														
Non-compliant Contributor	0	0																														

Thereafter the pints achieved are used in the application of the Preference Point system as per the B-BBEE status Level Certificate.



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Lead Time, Quantity Available, Total Unit Cost, Total cost and B-BBEE Level to be completed. This be must be submitted in the Two (2) Envelope system as follows:

Envelope 1: Pricing Schedule (I should contain Pricing Schedule **ONLY**)

Envelope 2: SBD documents Statement of work and all other documents required.

Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A

Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A



Request for Bid : SPSC-B-038-2022

Author: Lindive Matfale
Date: 03/22/2023 14:35:15

PRICING SCHEDULE

Bid No. SPSC-B-038-2022
Document No: 0000468877
Description: PROCUREMENT OF ANTI-FLASH HOOD FOR THE SOUTH AFRICAN NAVY
Currency: ZAR
Closing Date: 2023-05-03 11:00:00
Status: Created
Validity Days: 90 DAYS

Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.						
Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required	
8415-18-423-5420	ANTI-FLASH HOOD FOR THE SOUTH AFRICAN NAVY	NAVAL BASE SIMONSTOWN	Simon's Town	Each		
	Line Comment	Lead Time	Quantity Required	Quantity Available		
			1500			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs						
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs						

Questionnaires

Questionnaires / Evaluation Criteria

THE 8020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
Please provide your BBEE level from the possible list provided in the dropdown.	LEVEL 1
	LEVEL 2
	LEVEL 3
	LEVEL 4
	LEVEL 5
	LEVEL 6
	LEVEL 7
	LEVEL 8
	NON-COMPLIANT

Attachment Description

Attachment File Name



SBD 4: BIDDERS DISCLOSURE

SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to submit the document as indicated by the closing date and time **will invalidate the bid.**
Appendix B

Failure to submit the document as indicated by the closing date and time will invalidate the bid.
Appendix B

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 are 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. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship

¹ 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.

with any person who is employed by the procuring institution? YES/NO

SBD-4

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 consortium² 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.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

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.

SBD 4

- 3.6 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 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



SBD 6.1: PREFERENCE POINTS CLAIM FORM

SBD 6.1 -Preference Points Claim Form: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time **will** **forfeit your B-BBEE points.** **Appendix C**

Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



CENTRAL SUPPLIER DATA BASE (CSD) **REGISTRATION REPORT**

Central Suppliers Database (CSD) Registration Report: The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:

- i. Tax Compliant status
- ii. Successfully verified bank details
- iii. The Suppliers must have a "Physical Address type"

Failure to submit this CSD Registration Report **will invalidate your offer. Appendix D**

**Failure to submit this CSD Registration Report will
invalidate your offer. Appendix D**



BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT

Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit: Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time **will results with points being forfeited. Appendix E**

**Failure to submit this document by closing date
and time will results with points being forfeited.
Appendix E**



SBD 1: INVITATION TO BID

SBD 1 / Invitation to Bid: This document must be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this bid.**
Appendix F

Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix F

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: SPSC-B-038-2022		CLOSING DATE: 03 MAY 2023		CLOSING TIME: 11:00	
DESCRIPTION: PROCUREMENT OF ANTI-FLASH HOOD FOR THE SA NAVY					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception					
Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		PO M. CLAASEN		CONTACT PERSON	
TELEPHONE NUMBER		021-787 5034		TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS		spscbidinvitation@gmail.com		E-MAIL ADDRESS	
				spsctechsection@gmail.com	
SUPPLIER INFORMATION					
LEGAL NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES/WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SPSC INDEMNITY AGREEMENT FORM

SPSC Indemnity Agreement Form: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time **may** invalidate this bid. **Appendix G**

Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G

**logistics division**Department:
Defence
REPUBLIC OF SOUTH AFRICA**RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____****IN RESPECT OF SPSC / B / _____ /20****INDEMNITY**

1. I agree that the Department of Defence, its agents, Officers, employees, volunteers and representatives (hereafter referred to as "DOD") are indemnified from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, illness, injuries or disability of any such person(s), or the damage to the property of mine or any other person(s) that may result from or be related to the execution of this contract.

2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.

DAMAGE COMPENSATION

3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.

4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.

WAIVER

5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / _____ / _____ /20 _____

ACKNOWLEDGEMENT

I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.

Full Name and Signature of Bidder's Duly Authorised Representative

Date

Full Name and Signature of Witness

Date

Full Name and Signature of Witness

Date





SPSC GROUP QUESTIONNAIRE

SPSC Group Questionnaire: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time **may invalidate this bid.** Appendix H

Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

03 MAY 2023
11H00

BID NUMBER: SPSC-B-038-2022
VALIDITY: 90 WORKING DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

DELIVERY required AT SIMON'S TOWN NAVAL BASE

Have you completed the Specification/Scope of Work fully **YES / NO**

Do you confirm compliance to 90 working days validity period? **YES / NO**

Is your price firm for the validity period of 90 working days? **YES / NO**

If not, state reason/s.....

Copies of General bid Conditions are available from the National Treasury Website

(www.treasury.gov.za)

Do you confirm compliance to the Special Conditions of contract **YES / NO**

Do you confirm compliance to the General Conditions of Contract? **YES / NO**

General Information

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions for reference purposes: **YES / NO**

Clarification of Information: It has been noted and confirmed that the DOD may request clarification on any information regarding any aspect included in the bid document. The bidder is to supply the requested information within the requested time span. Failing may result in the bid being disqualified.

ADMINISTRATION

Bidders are requested to number each page of the Bid Document submitted. Pages are to be numbered from the bottom page to the top page (top right hand corner)

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION

I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE..... DATE:.....

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time **may invalidate this bid.**

N.B. The short listed companies will be requested to submit thumb prints. Appendix I

Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid.

N.B. The short listed companies will be requested to submit thumb prints. Appendix I

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

DOD Supplier Code (if already registered with the DOD):

Personal particulars of Company Director(s) (Include copy of RSA Identification and passport document):

.....
.....
.....
.....
.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Company Physical Address:

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.....

Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

Personal particulars of sub-contractors if any (Include copy of RSA Identification and passport documents):

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.....

Personal particulars of Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation)

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

2. Does the company have a valid SARS tax clearance certificate? If yes, provide the tax clearance certificate number and the certified copy of the certificate.

Answer:

3. Is the company registered with the Company and Intellectual Property Commission (CIPC)? If yes, provide the registration number and attach a certified copy of the registration certificate.

Answer:

4. Who are the shareholders of the company and what percentage of shares do they each possess?

Answer:

.....

.....

5. List the services that will be rendered by the company to the SANDF?

Answer:

.....

.....

6. Which DOD installations/unit and specific area/section does the company required access to?

Answer:

.....

.....

7. Name list and copies of RSA ID's / passports of all employees entering the DOD installation.

Answer:

.....

.....

8. Does the company provide services to other RSA state departments? If yes, provide the names of the departments and the period/s during which service was provided.

Answer:

.....

.....

9. Does the company provide services to foreign governments and/or companies? If so, provide details.

Answer:

.....

.....

10. Has the company been implicated in any fraudulent activities? If yes, provide details.

Answer:

.....

.....

11. Has the company been implicated in any corrupt practices? If yes, provide details.

Answer:

.....

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12. Has the company been implicated in any other criminal activity? If yes, provide details.

Answer:

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.....

13. Does the company have the Employment Equity Plan? If yes, provide the Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans)

Answer:

.....

.....

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14. What is the track record and achievements of the company? Provide details.

Answer:

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15. Is the company under investigation by any government security agency? If yes, provide details.

Answer:

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16. What known factor could possibly prevent this company from entering into contract with the Department of Defence and Military Veterans or any component thereof and why?

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

NB: Important; The following documentation is Mandatory and is to be included in the DI vetting declaration

- *The profiles of the Director(s) of the Main Contractor and Sub- Contractors as well as their RSA Identification and passport documents.*
- *The current Financial Statement(s) of the company.*
- *The current and valid SARS Tax Clearance Certificate.*
- *The current and valid SARS Personal Tax Clearance Certificate and or IRP6 of all Directors, Shareholders and Members (Sub-Contractor/s included).*
- *The registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Central Data Base registration report with MAAA and Unique number.*
- *Name list and RSA IDs of all personnel entering DOD premises.*
- *Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).*
- *Employment Equity Plan as well as the number and composition of the employees. (Only if the company is South African or employs South Africans).*

SECTION B

MANDATORY TECHNICAL



MANDATORY TECHNICAL EVALUATION

SPECIFICATION: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".

OR

DESCRIPTION: Bidders must confirm the offer conforms to description supplied.

Failure to comply will invalidate the bid. Appendix J

**Failure to comply will invalidate the bid.
Appendix J**



SOUTH AFRICAN NAVY

This document is the property of the SOUTH AFRICAN NAVY. Any person who finds this document should hand it to the nearest Service Unit of the SANDF or Police Station for its safe return.

This document contains information relating to the defence of the Republic of South Africa. The provisions of Sections 118 of the Defence Act, Act No. 44 of 1957, as well as the provisions of the Protection of Information Act, Act No. 84 of 1982, are applicable to this document.

TITLE: SPECIFICATION FOR THE SUPPLY OF AN ANTI-FLASH HOOD FOR THE S.A. NAVY.

NATIONAL STOCK NUMBER: 8415-18-423-5420

DOCUMENT NUMBER: 98415-853016001-224001

COMPUTER FILE NAME: 98415\2105037a.doc

ISSUE DATE: 14 MAY 2021

DATE OF ORIGINAL ISSUE: 26 JUNE 1998

COPY NUMBER:



APPROVAL PAGE

Compiled by:

M. J. MILLWARD

M. J. MILLWARD

Signature

Industrial Technician

Designation

10/06/1998

Date**Checked by:**

J. H. MELLEME

J. H. MELLEME

Signature

Control Industrial Technician

Designation

17/06/1998

Date**Approval:**

J. F. P. DUBBER

J. F. P. DUBBER

Signature

Deputy-Director

Designation

18/06/1998

Date**Configuration:**

D. MARSDEN

D. MARSDEN

Signature

Configuration Officer

Designation

26/06/1998

Date**Understand/Accept:**.....
Signature.....
Designation.....
Date.....
Signature.....
Designation.....
Date.....
Signature.....
Designation.....
Date.....
Signature.....
Designation.....
Date**Responsible Authority:** Item Specification Section, Naval Engineering Section

AMENDMENT HISTORY

[illegible]

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APPENDICES

98415-853016001-204001	REV. A	HOOD, ANTI-FLASH
NES ISS 003	REV. 0	FIRST PIECE SAMPLE REPORT

I. SCOPE

1.1 General.

1.1.1 This specification establishes the material, manufacture, acceptance, packaging and delivery requirements of the item of supply referred herein.

1.2 Purpose.

1.2.1 The purpose of this specification is to establish uniform practices to ensure the inclusion of essential requirements.

1.3 Mandatory requirement.

1.3.1 **ALL** tenderers are to **comply** with **paragraphs 6.2 to 6.4** of this specification.

1.3.2 Tenderers shall submit this completed tender specification with tender documentation by the promulgated closing date and time. **FAILURE to comply herewith shall lead to the disqualification of the tenderer.**

1.4 Item name.

1.4.1 The approved item name assigned to this item shall be :

HOOD, ANTI-FLASH

2. APPLICABLE DOCUMENTS

2.1 General.

2.1.1 The latest editions/revisions of the following documents shall form part of this specification to the extent specified herein.

2.2 SA Government documents.

2.2.1 Department of Defence : General Bid Conditions (G.B.C.'s).

2.2.2 This document is available 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.

2.3 SA Navy documents.

2.3.1 As listed in table of contents under appendices of this document.

2.4 Standards/Specifications.

2.4.1 SANS 10004 : Terms and definitions for textiles and textile merchandise.

2.4.2 SANS 142 : Narrow elastic fabrics and strip.

2.4.3 SANS 877 : Woven Cotton tapes.

2.4.4 SANS 1038 : Cotton eyelet fabric.

2.4.5 SANS 1362 : Sewing threads.

2.4.6 SANS CKS 129 : Colours for textiles.

**TENDERER'S OFFERS
OR COMMENTS**
(refer paragraph 1.3)

2.4.7 SANS 10101 : Standard nomenclature for stitches, seams and stitching.

2.4.8 SANS 432 : Indelible marking ink for textile fabrics.

2.4.9 SANS 1309 : Printed labels for textiles.

2.4.10 SANS 10011 : Care-labelling of textiles and clothing.

3. REQUIREMENTS

3.1 General.

3.1.1 The manufacture of this item shall be in accordance with the documentation referred to herein.

3.1.2 Unless otherwise stated all dimensions are indicated in centimetres.

3.1.3 Unless inconsistent with the text, all measurements are nominal.

3.2 Standard sample.

3.2.1 The hood shall be manufactured in accordance with this specification and the standard sample held by the South African Bureau of Standards and the SA Navy.

3.2.2 This shall be used as a guide to the features, finish and quality.

3.3 Materials.

3.3.1 All the materials specified shall be supplied and used by the manufacturer.

3.3.2 The fabric shall be a knitted fabric that shall comply with the requirements specified in TABLE 1.

TABLE 1 : Cotton fabric requirements.

PROPERTY	REQUIREMENTS
Composition	All Cotton knitted, 3 x 1 cross inlay. Ground yarn consisting of double ends 20 Tex. Inlay yarn consisting of carded 100 Tex.
Finish	Scoured, dried and tubular calendared with a light brushing on the inlay side.
Colour	SAN WHITE (in accordance with SANS CKS 129 colour code 2c)
Finished weight	340 g/m ² (min.) ground : ± 52%; inlay : ± 48%.
Number of threads per cm	Courses : 11 Wales : 10
Shrinkage	Length : ± 5% Width : ± 5%
Width	88 cm's tubular.

**TENDERER'S OFFERS
OR COMMENTS***(refer paragraph 1.3)*

3.3.3 The eyelet fabric shall be all Cotton vertical eyelet fabric that shall comply with the requirements of SANS 1038.

3.3.4 The elastic shall be braided elastic, 5 mm in width, and shall comply with the requirements of Type EB6 of SANS 142.

3.3.5 The tape shall be woven Cotton tape, 19 mm in width, and shall comply with the requirements of Type TA 19 of SANS 877.

3.3.6 All threads shall be Polyester and Cotton core spun thread that shall comply with the requirements of SANS 1362 and shall have a breaking strength of not less than 35 Newton.

3.4 Style.

3.4.1 The hood shall cover the shoulders and upper chest.

3.4.2 The brow section shall have elastic inserted in the hem.

3.4.3 Part of the face opening shall consist of eyelet fabric.

3.5 Make.

3.5.1 General.

- a. The hood shall be cut in four parts, comprising of the back of the hood, the forehead section, the front bib and the face section.
- b. The back section shall be cut in one piece and shall be joined to the front section at the sides.
- c. The forehead or brow section shall be cut in a half-moon shape to fit closely over the forehead and shall have elastic inserted in the hem.
- d. The bib section shall be cut to tie in with both the back and face sections.
- e. The face piece shall be cut in one piece from vertical eyelet fabric.
- f. To ensure that the piece fits snugly over the nose, elastic shall be inserted in the hem and there shall be two closed darts centrally positioned, one at the top and one at the bottom respectively, of the face piece.
- g. The face piece shall be reinforced with tape in four places. The seam between the face piece and bib section shall be reinforced on the inside with tape.

3.5.2 Hems.

- a. The bottom edges of the hood, the forehead, face, and the edge of the face piece shall be over-locked, turned in 10 mm and stitched down 3 mm from the edge.

3.6 Seams and stitching.

3.6.1 All sewing shall be in accordance with SANS 10101.

3.6.2 Stitch type 301 shall be used to the join bib section to the face section. Over-lock safety stitch to be used for the side seams.

3.6.3 Seams shall be at least 6 mm in width.

3.7 Size.

3.7.1 The hood shall be supplied in one size only and the measurements shall conform to the appropriate values given in TABLE 2.

TABLE 2 : Nominal finished measurements of hoods (cm).

National Stock Number.	Width of forehead, side seam to side seam.	Length, head seam to bottom edge.	*Circumference of hood	Face piece (Eyelet fabric)	
				Width across top	Depth
8415-18-423-5420	28	50	128	27	15

**Measured round the bottom edge of the hood.*

3.8 Colour.

3.8.1 The colour of the Cotton fabric shall be an acceptable match to colour CKS 129 colour code 2c "SAN WHITE". The colour of the other components of the hood shall be an acceptable match to this.

3.9 Labelling.

3.9.1 Each hood shall have a flame retardant woven fabric label that shall comply with the requirements of SANS 1309, firmly sewn to the inside on the hem at the back.

3.9.2 This label shall, unless otherwise specified in the order or contract, provide the following information, printed in legible block letters of height at least 3 mm, with marking ink that complies with the requirements of SANS 432 :

- a. The manufacturer's name or trademark or both.

- b. The National Stock Number : 8415-18-423-5420
- c. Composition of fabric : 100% Cotton.
- d. Care instructions, in accordance with SANS 10011 are :



- e. To be treated with flame proofing compound in accordance with maintenance instruction No. M766/2 after each wash.

3.10 Workmanship.

3.10.1 The hood shall be cut and made with first-class workmanship throughout and shall be free from defects that affect its appearance or serviceability (or both) and from marks, spots, and stains incurred in the making up.

3.10.2 All seams shall be smooth and all stitching shall be uniform and free from twists, pleats and puckers and shall be extensible enough to obviate seam cracking and undue shrinkage in use.

3.10.3 All ends of sewing that are not secured in seams or other sewing, shall have been trimmed and loose threads removed.

3.10.4 The hoods shall be of uniform and acceptable make, colour and finish. The matching of the shades of the component parts of a hood shall be of an acceptable standard.

4. **QUALITY ASSURANCE**

4.1 Responsibility for inspection.

4.1.1 Unless otherwise specified in the order or contract, the South African Bureau of Standards or an accredited SANAS Laboratory shall be responsible for the performance of all inspections required to ensure compliance with this specification and the standard sample held by the SA Navy.

4.1.2 The SA Navy however, reserves the right to perform any inspection, where these are deemed necessary, to assure that supplies and services conform to prescribed requirements.

4.2 Pre-production samples.

4.2.1 **Three** (3) pre-production sample hoods shall be submitted for inspection, testing and approval **before** bulk production shall commence.

TENDERER'S OFFERS
OR COMMENTS

(refer paragraph 1.3)

4.2.2 The manufacturer shall give adequate notice to the accredited inspection authority on the availability of these samples.

4.2.3 The samples, once approved as complying with this specification and the standard sample, shall form a comparative basis for the acceptance or rejection of subsequent supplies.

4.3 Inspection control.

4.3.1 The items may be subject to inspection during the course of manufacture. The duly authorized delegate(s) of the accredited inspection authority shall, during normal working hours, be granted access to all facilities to perform his/her duties.

4.3.2 The accredited inspection authority's delegate(s) shall have the right of entry into the Contractor's factory or works of any sub-contractor where work supplied to this specification may be in progress.

4.3.3 The Contractor may inspect the finished items for compliance with this specification before submitting it to the accredited inspection authority for final inspection.

4.3.4 Before acceptance, the items shall have been inspected and tested by the accredited inspection authority and be found to comply with the requirements of this specification.

4.4 Certificate of Conformance.

4.4.1 A Certificate of Conformance (CoC) with the requirements of this specification, issued by the accredited inspection authority, shall accompany **each** consignment of items delivered to the SA Navy Stores Depot stipulated in the order or contract.

4.5 Acceptance.

4.5.1 Although the Contractor shall primarily be responsible to see that these items conform to this specification, the SA Navy shall subject it to acceptance.

4.5.2 Furthermore, the SA Navy reserves the right to carry out inspection of these items on the manufacturer's premises at any stage during or after manufacture thereof.

4.6 Deviations.

4.6.1 No deviations from this specification or any laid down process, treatment or procedures as set out in this specification shall be allowed except with the prior approval of the SA Navy.

4.6.2 Applications should be made to the Item Specification Section, Naval Engineering Section, Fleet Command, Simon's Town - Telephone no.: 021 787 4387/3274.

5. **PREPARATION AND DELIVERY**5.1 **Packaging.**

5.5.1 The hoods shall be delivered in a clean, dry, pressed and commercially acceptable condition and shall be so packed that it shall not be damaged during transit or long term storage.

5.5.2 Each hood shall be neatly folded and packed in a plastic envelope (of suitable size and shape) in such a way that the garment label details are clearly visible. It shall then be packed for transit in a bulk container.

5.2 **Marking.**5.2.1 **Plastic envelopes.**

- a. **Each** plastic envelope shall have a label securely attached to the outside.
- b. This label shall provide the following information in legible and indelible block letters :
 - i. The manufacturer's name or trademark or both.
 - ii. The Approved Item Name : HOOD, ANTI-FLASH
 - iii. The size designation.
 - iv. The National Stock Number : 8415-18-423-5420

5.2.2 **Containers.**

- a. Each bulk container shall have a label securely attached to the outside at one end.
- b. This label shall be visible when the containers are stacked and shall provide the following information in legible and indelible marking :
 - i. Manufacturer's name or trademark or both.
 - ii. Year of manufacture.
 - iii. Approved Item name : HOOD, ANTI-FLASH
 - iv. Overall dimensions.
 - v. Quantity of hoods.
 - vi. The National Stock Number : 8415-18-423-5420

5.3 Documentation.

5.3.1 One container of each consignment shall be marked DOCUMENTS and shall contain the following :

- a. Packing slip or delivery note.
- b. Where applicable, the Inspection Certificate(s) / CoC's.
- c. A copy of the invoice showing the following :
 - i. The order number.
 - iii. A full description of the consignment. That is item, size and quantity etc.

5.4 Additional marking.

5.4.1 Where so required by the SA Navy, manufactured items or containers shall bear information additional to those specified in paragraphs 3.9 and 5.2.

5.5 Delivery.

5.5.1 The Contractor shall deliver the item(s) in an undamaged condition to the SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order.

5.6 Data to be supplied.

5.6.1 The Contractor shall submit the following information :

- a. Unit mass.
 - i. The measured mass of the item unencumbered by packing or packing material.
- b. Storage space.
 - i. The storage required for the item in order to provide maximum serviceability.

6. **NOTES**6.1 Definitions.

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

- a. Acceptable.
 - i. Acceptable to the SA Navy.
- b. Nominal.
 - i. Subject to the tolerances normal to good manufacturing practice.

6.2 Offers and comments.

6.2.1 Where item(s) are specified in detail, the specifications shall form an integral part of the tender document and tenderers shall indicate in the space provided whether the item(s) offered are to specification or not.

6.2.2 Responses such as "YES", "OK", "N/A", "NOTED", "PARTIAL COMPLIANT", ticks, crosses, numerical values and amalgamated / united response(s) to paragraphs **SHALL NOT** be acceptable.

6.2.3 It shall be a **mandatory** requirement for tenderers to **provide a response** on **each** and **every dotted line** under the "TENDERERS' OFFERS AND COMMENTS" column(s). Any line left open (i.e. with no response provided, as specified in paragraph 6.3 and 6.4 below) shall result in the specification being considered incomplete and **SHALL** result in the **immediate disqualification** of the individual tenderer.

6.3 Compliance.

6.3.1 In respect of the paragraphs where the item(s) offered are **strictly to specification**, tenderers shall **insert** the word "**COMPLY**"

6.4 Non-compliance.

6.4.1 In respect of the paragraphs where the item(s) offered are **not to specification**, tenderers shall **insert** the words "**DO NOT COMPLY**" and the **deviation(s) from that stated / specified in the specification**, shall be **indicated**.

6.4.2 A separate attached **signed letterhead** shall be used if space provided is inadequate for listing the deviation(s). It shall clearly list the relevant paragraph(s) and, in detail, the deviation(s) from that stated / specified.

6.5 Validation.

6.5.1 The SA Navy reserves the right to confirm or validate with tenderers any aspect of this specification or feedback received during the technical evaluation phase. The SA Navy also reserves the right to obtain samples for evaluation purposes.

6.6 Purpose.

6.6.1 This specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Chief of the Navy or his authorized representatives.

6.7 Documentation.

6.7.1 This specification and any relevant drawings, patterns or samples or any other information issued in conjunction herewith, may only be used for specific enquiries and tenders or orders placed by the South African Navy or its authorised representatives.

6.8 Authorization.

6.8.1 This specification remains the property of the South African Navy and unless authorized in writing, shall be returned.



NAVAL ENGINEERING SECTION

NES ISS 003 Rev. 0

FIRST PIECE SAMPLE REPORT

Tender No.:

Closing Date:

- NOTES: 1. The required number of samples, manufactured in accordance with associated documentation, are to be supplied with two copies of this Report to: The Manager, Naval Engineering Section, Private Bag X1, Simon's Town marked for Attention of Item Specification Section. Reports and/or Certificates, as required, may be attached to this Report.
2. Retain one copy of this report for your records. A copy of this Report, as completed by the SAN Inspectorate will be returned for your further action.

NSN: 8415-18-423-5420	DRAWING TITLE: HOOD, ANTI-FLASH	DRAWING AND REVISION LEVEL: 98415-853016001-204001 REV.: A
No. OF SAMPLES REQUIRED: 1	SAMPLE DESCRIPTION NEW PART ☒ MODIFIED PART ☐	SPECIFICATION AND ISSUE No.: 98415-853016001-224001 ISSUE: 9
SUPPLIER:	ORDER No.:	INDEPENDENT LABORATORY CHECK YES ☐ NO ☒ (3 Copies)

Drawing Dimensions or Specification Clause. (To be completed by NES Specification Section)	Suppliers Inspection Results. (To be completed by the Supplier)	SAN Inspection Results. (To be completed by SAN Inspectorate)
SAN SPEC. CLAUSE 3.3		
SAN SPEC. CLAUSE 3.4		
SAN SPEC. CLAUSE 3.5		
SAN SPEC. CLAUSE 3.6		
SAN SPEC. CLAUSE 3.7		
SAN SPEC. CLAUSE 3.8		
SAN SPEC. CLAUSE 3.9		

MATERIAL CERTIFICATE REQUIRED:

YES ☒ NO ☐

OTHERS:

SAMPLE PRODUCED IN PRODUCTION TOOLS: YES ☒ NO ☐DIMENSIONAL
CHECKAPPROVED /
REJECTED

DATE:

LABORATORY
CHECKAPPROVED /
REJECTED

DATE:

WE HEREBY CERTIFY THE ABOVE INSPECTION RESULTS TO BE CORRECT
AND THAT OUR SAMPLE MEETS THE SAN SPECIFICATION EXCEPT WHERE
MARKED BY AN ASTERISK *

SIGNATURE OF RESPONSIBLE OFFICIAL

POSITION IN THE COMPANY

DATE

QUALIFYING REMARKS

ACTION

Signed

Date

Section C

SPECIAL CONDITIONS OF CONTRACT

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

1. Changed Requirement
2. Co-ordinated activities
3. Contractor's Personnel
4. Value Added Tax (VAT)
5. Damage Compensation
6. Waiver
7. Severability
8. Sub-contracting

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

1. If Department of Defence institutions participating in this contract are disbanded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

CO-ORDINATED ACTIVITIES

2. Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.
3. The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:
 - a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
 - b. Personnel will wear identifiable uniforms whilst on duty.
5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.
6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicated to the designated official without delay.
7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be

made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

8. All monies paid in terms of this bid is subject to value added tax calculated at the appropriate tariff from time to time as provided for in the Value Added Tax Act, Act 89 of 1991, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.
10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.
11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.
12. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
 - a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
 - b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.