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**THE SUPPLY OF SYSTEM COMMODITIES  
AND SPECIFIC COMMODITIES (SPARES)  
FOR THE SA NAVY FOR A PERIOD OF (3)  
THREE YEARS**

**SPSC-B-006-2025**

**BID VALIDITY PERIOD: 120 DAYS**

**BID ADVERT DATE: 04 JUNE 2025**

**CLOSING DATE AND TIME OF BID:**

**30 JUNE 2025 AT 11H00**

**NON-COMPULSORY BRIEFING SESSION:**

**17 JUNE 2025 AT 11H00**

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# **BID: GENERAL INFORMATION**

## **CONTACT INFORMATION**

### **Technical Information and Administration Information:**

Contact: Chief Petty Officer I.A. van der Westhuizen  
Email Address: spsctechsection@dod.mil.za  
Office Tel No: (021) 787 5144

### **Information regarding the completion of the Bid Documents:**

Contact: Chief Petty Officer M.L. Claassen  
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**

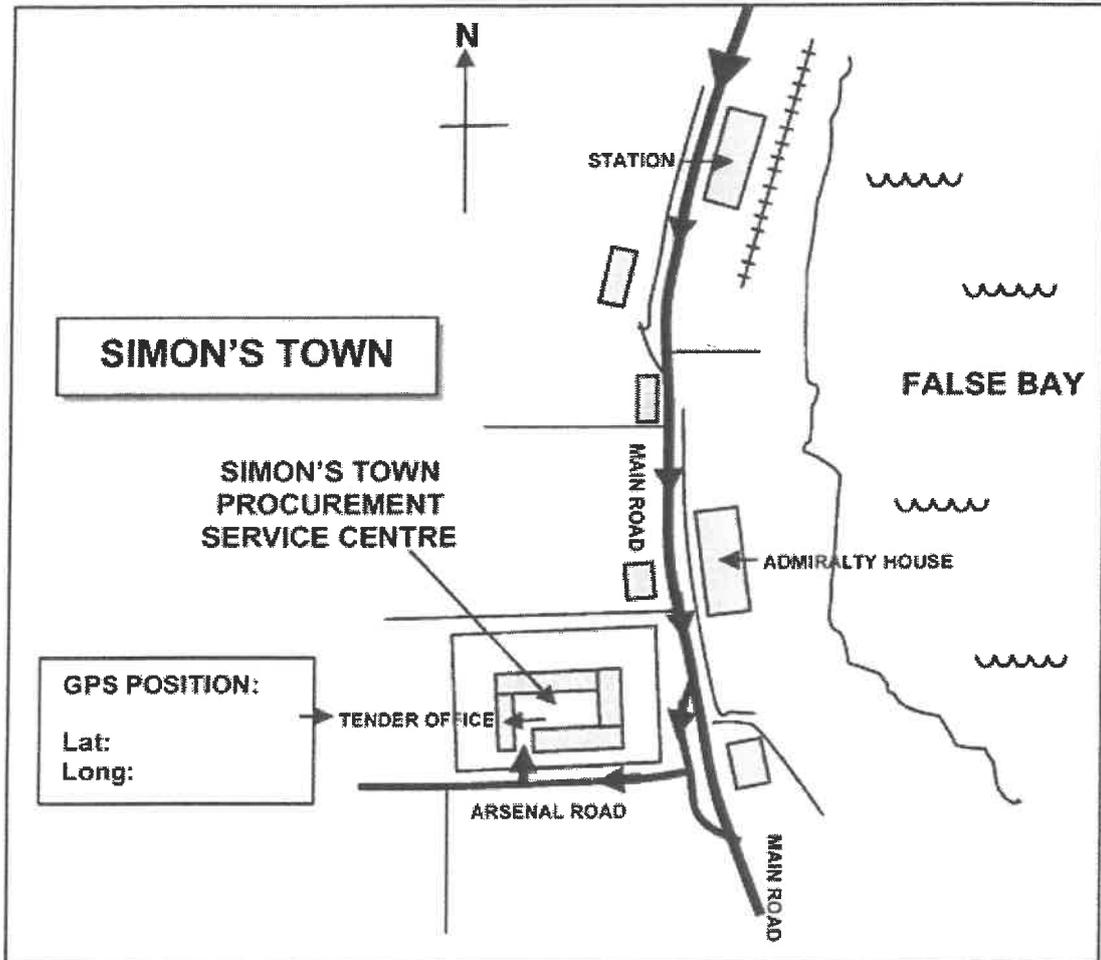
Closing period of bid: 21 Calendar days

Validity of Bid: 120 days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



**Section A:**  
**APPENDIX A:**

**BID EVALUATION PROCESS**

## **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. 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 Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that shall be incurred related to the preparation and submission of the bid documents.
5. All information regarding the evaluation process must be treated as **CONFIDENTIAL**.
6. The bid must be submitted in **Two (2) envelope systems**. 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: SBD3 / Pricing Schedule** (it should contain SBD3/Pricing Schedule **only**)
  - b. **Envelope 2: SBD documents**, Specification/ scope of work and all other required documents.

**NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED.**

7. The bids will be evaluated according to the following criteria:
  - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).
  - b. Technical evaluation (Phase 1, Stage 2) scope of work.
  - c. Functionality Scoring (Phase 2).
  - d. Price (Phase 3).
  - e. Specific goals (Phase 4).
8. Suppliers must be registered for the commodity/service required in this bid.
9. This requirement will be awarded using the 90/10 principle.

10. No late bids will be accepted after the closing date and time.
11. The Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line.
12. The Department of Defence reserves the right to request any information that will not interfere with the bid competitiveness.
13. Bidders to confirm via email if they will be attending the compulsory briefing session (spscbidinvitation@dod.mil.za), for planning purposes only no penalties for non-confirmation on email.

### **COMPLIANCE TO SPECIFICATION**

14. Items must comply with the specification as detailed by the requirement.
15. The Department of Defence reserves the right to award a product with a Specification Deviation.

### **BID EVALUATION COMMITTEE**

16. Evaluation committee will evaluate proposals according to the Evaluation score sheet. The composition of the evaluation team will be as follows:

Ser No	PANEL MEMBER	REPRESENTING	FUNCTION
	A	B	C
01	Representative	DFL Representative	Evaluator
02	Representative	DFL Representative	Evaluator
03	Representative	DFL Representative	Evaluator
04	Representative	DFL Representative	Evaluator
05	Representative	DFL Representative	Evaluator
06	Observer	DOD Defence Intelligence (DI)	Observer
07	Observer	DOD Director Procurement Management (DPM)	Observer
08	Observer	Governance, Risk and Compliance (GRC)	Observer
09	Evaluation Section	SPSC	SPSC Independent evaluator and report compiler.
10	Capturing Section	SPSC	SPSC evaluator and Independent consolidator

### **PROCESS ASSUROR (PA)**

17. A member of the SPSC Evaluation Section will be appointed as the Process Assuror. The Process Assuror (PA) will provide the Independent Consolidator with inputs regarding the process assurance of the tender activities for inclusion in the final evaluation report.

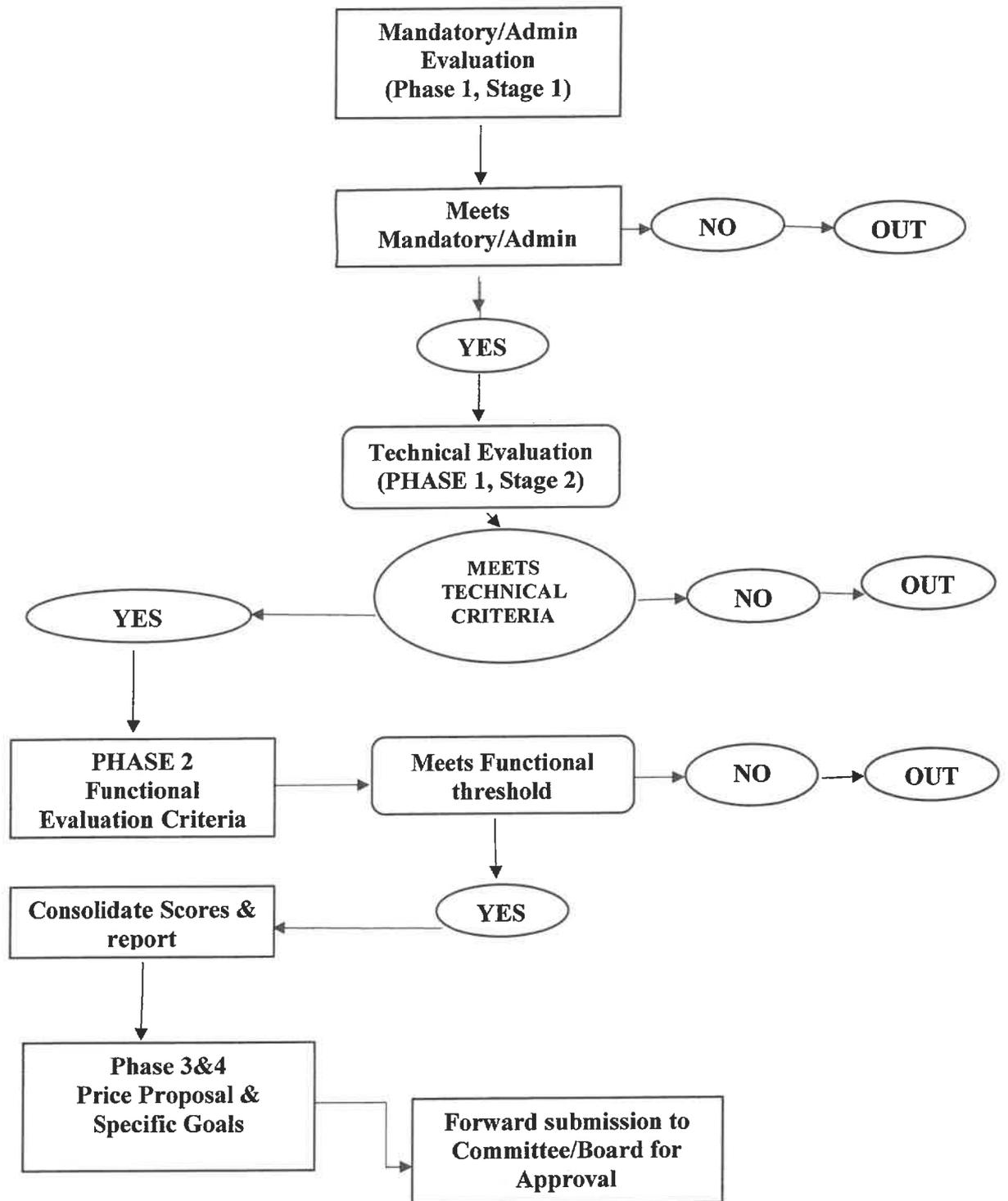
- a. Prepare the score sheets for each contender and scorer.
- b. Be conversant with the scoring methodology and be able to explain it to the evaluators.
- c. Once scoring has taken place, hand completed score sheets to the independent consolidator.
- d. The Process Assuror (PA) shall ensure that the scoring members remain impartial during the scoring process.

### **INDEPENDENT CONSOLIDATOR**

18. A member of SPSC Evaluation Section will be appointed as the independent Consolidator and shall be responsible for the following actions:

- a. Be conversant with the scoring methodology.
- b. Calculate the average scores given per criteria for each offer and scorer and draw up a completed consolidated report.
- c. Submit the completed consolidated report to the Evaluation Section of SPSC. This report must form part of the Evaluation process prior to Adjudication.
- d. The consolidated report shall not be disclosed to any member of the Functional scoring Team.

## EVALUATION PROCESS



**Section A:**  
**APPENDIX B:**

**EVALUATION CRITERIA**

## EVALUATION CRITERIA

1. **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
<b>A</b>	
<b>Phase 1, Stage 1</b>	
<b>Phase 1, Stage 1, Mandatory Criteria</b>	
1.	<p><b><u>Pricing Schedule:</u></b> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows:</p> <ol style="list-style-type: none"> <li><b><u>Envelope 1: SBD3 / Pricing Schedule</u></b> (it should contain SBD3/Pricing Schedule <b>only</b>)</li> <li><b><u>Envelope 2: SBD documents,</u></b> Specification/ scope of work and all other required documents <b>only</b>.</li> </ol> <p><b>NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED.</b></p> <p><b>Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A</b></p>
2.	<p><b><u>SBD 4 Bidders Disclosure:</u></b> Document to be fully completed. Failure to submit the document as indicated by the closing date and time <b>will invalidate the bid. Appendix B</b></p>
3.	<p><b><u>SBD 6.1 Preference Points Claim Form:</u></b> Document to be fully completed. Failure to submit the document as indicated by the closing date and time <b>will forfeit your Specific Goals points. Appendix C</b></p>
4.	<p><b><u>Financial Capacity/ Proof of Good standing:</u></b> Bidders are to submit certification or letter as proof of good standing from a registered auditor/ accountant/ bookkeeper with the company letter head indicating that the company bidding has the financial capability of at least RM45 to satisfy the client immediate requirements. Failure to submit this document as indicated by closing date and time <b>will invalidate this bid. Appendix D</b></p>

S/No	Criteria
<b>A</b>	
<b>Phase 1, Stage 1</b>	
<b>Phase 1 Stage 1 Administration Criteria:</b> Bidders that do not fully comply with the Administration Evaluation Criteria may be required to submit omitted information.	
5.	<p><b><u>Non-Compulsory Briefing Session Certificate:</u></b> Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the Non-Compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time <b>will not invalidate this offer.</b></p> <p><b>Appendix E</b></p>
6.	<p><b><u>SBD 1 / Invitation to Bid:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b></p> <p><b>Appendix F</b></p>
7.	<p><b><u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u></b> The CSD Registration/Summary Report must be submitted. The supplier should be:</p> <ul style="list-style-type: none"> <li>i. Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status.</li> <li>ii. Successfully verified bank details</li> <li>iii. Physical Address type.</li> <li>iv. Supplier should be registered for the commodity/ service requires for this bid.</li> </ul> <p>Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time <b>may invalidate your offer.</b></p> <p><b>Appendix G</b></p>
8.	<p><b><u>SPSC Indemnity Agreement Form:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b></p> <p><b>Appendix H</b></p>
9.	<p><b><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u></b> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b></p> <p><b>Appendix I</b></p>
10.	<p><b><u>SPSC Group Questionnaire:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b></p> <p><b>Appendix J</b></p>
11.	<p><b><u>Defence Intelligence Questionnaire (D.I.)</u></b> The DI Vetting form to be completed in full. <b>N.B. The short listed companies will be requested to submit Police Clearance for members entering SANDF property.</b></p> <p>Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time <b>may invalidate this offer.</b></p> <p><b>Appendix K</b></p>

## MANDATORY TECHNICAL EVALUATION

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

S/No	Criteria
	<b>Stage 2</b>
1.	<p><b>STATEMENT OF WORK:</b> 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 specification/scope 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". The most suitable supplier will be awarded in accordance with compliance to specification/ statement of work (SOW) and fit for purpose.</p> <p>A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.</p> <p>This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre</p> <p><b>FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED DOCUMENTATION AS PER SPECIFICATION/ STATEMENT OF WORK MAY LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER.</b></p> <p>Failure to comply will invalidate this offer. <b>Appendix L</b></p>

## FUNCTIONALITY CRITERIA

3. Phase 2: This phase will be evaluated by means of compliance to specification/ scope of work. The bids will be adjudicated with a maximum total 100 points. All bidders who score less than **75%** will be excluded from the next phase of the evaluation.

Ser No	Functionality Criteria	Weight
1	National Treasury or Reserve Bank Clearance or Reserve Bank Confirmation Letter	
2	Experience and Expertise	
3	Customer Service and Responsiveness	

Phase 2				
Functionality Criteria Total:				
<b>1</b>	<b>NATIONAL TREASURY OR RESERVE BANK CLEARANCE OR RESERVE BANK CONFIRMATION LETTER</b>			
1.1	Bidder must submit proof National Treasury or Reserve Bank Clearance as indicated below, if any.			
1.1.1	National Treasury or Reserve Bank Clearance or Confirmation letter for ability to transfer funds overseas.			
1.1.2	Proof of application for National Treasury or Reserve Bank Clearance in progress.			
1.1.3	No Proof of National Treasury or Reserve Bank Clearance or Confirmation Letter submitted.			
<b>2</b>	<b>EXPERIENCE AND EXPERTISE</b>			
2.1	<b>Industry Experience: The Bidder must submit proof of experience and knowledge in providing a comprehensive and professional service.</b>			
2.1.1	Submit proof of five (5) previous and / or current contracts or more.			
2.1.2	Submit proof of four (4) previous and / or current contract or more.			
2.1.3	Submit proof of three (3) previous and / or current contract or more.			
2.1.4	Submit proof of two (2) previous and / or current contract or more.			
2.1.5	Submit proof of one (1) previous and / or current contract or more.			
2.1.6	No proof submitted.			
<b>3</b>	<b>CUSTOMER SERVICE AND RESPONSIVENESS</b>			
3.1	<b>Bidder must submit a customer services flow diagram as indicated below, if any.</b>			
3.1.1	Submit a <b>customer service and responsiveness flow diagram of available</b> communication channels.			
3.1.2	No proof of a customer service and responsiveness flow diagram of available communication channels submitted.			

4. **NB: All required proof must be submitted with offer by closing date and time. Failure to submit the proof the bidder will lose points allocated.**

5. The calculations for scoring would be as follows:

$$A \div B \times 100$$

A = Total score of bid/proposal under consideration

B = Maximum possible score.

6. The qualifying bidder should obtain a minimum score of 75%.

7. **Phase 3:** Only bidders who qualified on Phase 2 (Functionality) will be evaluated on phase 3 & 4 (Price and Specific Goals)

<b>Phase 3</b>	<b>Price.</b> (Will be according to profit percentage mark-up)	<b>90/10</b>
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8. **Phase 4:** Preferential points. (As per Preferential Procurement Regulations 2022)

9. In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose 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

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

11. **(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.

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

**TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL**

	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer</b>

<b>LEVEL 1</b>	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
<b>LEVEL 2</b>	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		
<b>LEVEL 3</b>	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		
<b>LEVEL 4</b>	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EME's or 51% owned by Black Male QSE's or 51% owned by Women QSE's	4	14		
<b>LEVEL 5</b>	51% owned by any other QSE's	2	12		
<b>LEVEL 6</b>	NOT APPLICABLE				
<b>LEVEL 7</b>	NOT APPLICABLE				
<b>LEVEL 8</b>	NON-COMPLIANT	0	0		

**NOTE: Bidders to take note that Specific Goal Points claimed will be verified on the CSD Registration Report.**

13. 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.

14. 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.

**Calculation of the total points scored for price and Specific Goals**

15. The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

**Section B:**  
**Appendix A:**

**MANDATORY EVALUATION  
CRITERIA**

**AND**

**ADMINISTRATION EVALUATION  
CRITERIA**

## EVALUATION CRITERIA

1. **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
<b>A</b>	
<b>Phase 1, Stage 1</b>	
<b>Phase 1, Stage 1, Mandatory Criteria</b>	
1.	<p><b><u>Pricing Schedule:</u></b> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows:</p> <p style="padding-left: 40px;">c. <b><u>Envelope 1: SBD3 / Pricing Schedule</u></b> (it should contain SBD3/Pricing Schedule only)</p> <p style="padding-left: 40px;">d. <b><u>Envelope 2: SBD documents,</u></b> Specification/ scope of work and all other required documents <b>only.</b></p> <p><b>NOTE THAT IF THE ABOVE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED.</b></p> <p><b>Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A</b></p>
2.	<p><b><u>SBD 4 Bidders Disclosure:</u></b> Document to be fully completed. Failure to submit the document as indicated by the closing date and time <b>will invalidate the bid. Appendix B</b></p>
3.	<p><b><u>SBD 6.1 Preference Points Claim Form:</u></b> Document to be fully completed. Failure to submit the document as indicated by the closing date and time <b>will forfeit your Specific Goals points. Appendix C</b></p>
4.	<p><b><u>Financial Capacity/ Proof of Good standing:</u></b> Bidders are to submit certification or proof of good standing from a registered auditor/ accountant/ bookkeeper with the company letter head indicating that the company bidding has the financial capability of at least RM45 to satisfy the client immediate requirements. Failure to submit this document as indicated by closing date and time <b>will invalidate this bid. Appendix D</b></p>

S/No	Criteria
<b>A</b>	
<b>Phase 1, Stage 1</b>	
<b>Phase 1 Stage 1 Administration Criteria:</b> Bidders that do not fully comply with the Administration Evaluation Criteria may be required to submit omitted information.	
5.	<p><b><u>Non-Compulsory Briefing Session Certificate:</u></b> Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the Non-Compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time <b>will not invalidate this offer.</b> <b>Appendix E</b></p>
6.	<p><b><u>SBD 1 / Invitation to Bid:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix F</b></p>
7.	<p><b><u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u></b> The CSD Registration/Summary Report must be submitted. The supplier should be:</p> <ul style="list-style-type: none"> <li>i. Tax Compliant on the day of the award. If not a grace period of 7 days will be given to update this status.</li> <li>ii. Successfully verified bank details</li> <li>iii. Physical Address type.</li> <li>iv. Supplier should be registered for the commodity/ service requires for this bid.</li> </ul> <p>Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time <b>may invalidate your offer.</b> <b>Appendix G</b></p>
8.	<p><b><u>SPSC Indemnity Agreement Form:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix H</b></p>
9.	<p><b><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u></b> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix I</b></p>
10.	<p><b><u>SPSC Group Questionnaire:</u></b> Document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this bid.</b> <b>Appendix J</b></p>
11.	<p><b><u>Defence Intelligence Questionnaire (D.I.)</u></b> The DI Vetting form to be completed in full. <b>N.B. The short listed companies will be requested to submit Police Clearance for members entering SANDF property.</b></p> <p>Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time <b>may invalidate this offer.</b> <b>Appendix K</b></p>

## MANDATORY TECHNICAL EVALUATION

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

S/No	Criteria
	<b>Stage 2</b>
1.	<p><b>STATEMENT OF WORK:</b> 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 specification/scope 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". The most suitable supplier will be awarded in accordance with compliance to -specification/ statement of work (SOW) and -fit for purpose.</p> <p>A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.</p> <p>This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the South African Navy and Simon's Town Procurement Service Centre</p> <p><b>FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER SPECIFICATION/ STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER.</b></p> <p>Failure to comply will invalidate this offer. <b>Appendix K</b></p>

3. **Phase 2:** This phase will be evaluated by means of compliance to specification/ scope of work. The bids will be adjudicated with a maximum total 100 points. All bidders who score less than **75%** will be excluded from the next phase of the evaluation.

Ser No	Functionality Criteria	Weight
1	National Treasury or Reserve Bank Clearance or Reserve Bank Confirmation Letter	
2	Experience and Expertise	
3	Customer Service and Responsiveness	

Phase 2				
Functionality Criteria Total:				
<b>1</b>	<b>NATIONAL TREASURY OR RESERVE BANK CLEARANCE OR RESERVE BANK CONFIRMATION LETTER</b>			
1.1	<b>Bidder must submit proof National Treasury or Reserve Bank Clearance as indicated below, if any.</b>			
1.1.1	National Treasury or Reserve Bank Clearance or Confirmation letter for ability to transfer funds overseas.			
1.1.2	Proof of application for National Treasury or Reserve Bank Clearance in progress.			
1.1.3	No Proof of National Treasury or Reserve Bank Clearance or Confirmation Letter submitted.			
<b>2</b>	<b>EXPERIENCE AND EXPERTISE</b>			
2.1	<b>Industry Experience: The Bidder must submit proof of experience and knowledge in providing a comprehensive and professional service.</b>			
2.1.1	Submit proof of five (5) previous and / or current contracts or more.			
2.1.2	Submit proof of four (4) previous and / or current contract or more.			
2.1.3	Submit proof of three (3) previous and / or current contract or more.			
2.1.4	Submit proof of two (2) previous and / or current contract or more.			
2.1.5	Submit proof of one (1) previous and / or current contract or more.			
2.1.6	No proof submitted.			
<b>3</b>	<b>CUSTOMER SERVICE AND RESPONSIVENESS</b>			
3.1	<b>Bidder must submit a customer services flow diagram as indicated below, if any.</b>			
3.1.1	Submit a <b>customer service and responsiveness flow diagram of available</b> communication channels.			
3.1.2	No proof of a customer service and responsiveness flow diagram of available communication channels submitted.			

4. **NB: All required proof must be submitted with offer by closing date and time. Failure to submit the proof the bidder will lose points allocated.**

5. The calculations for scoring would be as follows:

$$A \div B \times 100$$

A = Total score of bid/proposal under consideration

B = Maximum possible score.

6. The qualifying bidder should obtain a minimum score of 75%.

### SCORING TABLE

Ser No	Criteria	Weight	Bidders Points	Total	Remarks
1	National Treasury or Reserve Bank Clearance or Reserve Bank Confirmation Letter				
2	Experience and Expertise				
3	Customer Service and Responsiveness				
	<b>TOTAL</b>	<b>100</b>			

7. I declare that I have no personal interest in the matter addressed in the submission and I did not purposefully and unlawfully prejudice anyone in the discharge of my duty as a scorer.

8. **Phase 3:** Only bidders who qualified on Phase 2 (Functionality) will be evaluated on phase 3&4 (Price and Specific Goals)

<b>Phase 3</b>	<b>Price.</b> (Will be according to profit percentage mark-up)	<b>90/10</b>
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9. **Phase 4:** Preferential points. (As per Preferential Procurement Regulations 2022)

10. In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose 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

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

12. (**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.

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

**TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL**

	<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (90/10 system) (To be completed by the organ of state)</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (90/10 system) (To be completed by the tenderer)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<b>LEVEL 1</b>	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
<b>LEVEL 2</b>	51% owned by Black Male Military veterans or 51% owed by people with disability or 51% owned by Black Women EME's	8	18		
<b>LEVEL 3</b>	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		
<b>LEVEL 4</b>	51% owned by Male Military veterans	4	14		

	or 51% owned by Youth or 51% owned by any other EME's or 51 owned by Black Male QSE's or 51% owned by Women QSE's				
<b>LEVEL 5</b>	51% owned by any other QSE's	2	12		
<b>LEVEL 6</b>	Not Applicable				
<b>LEVEL 7</b>	Not Applicable				
<b>LEVEL 8</b>	Non-Compliant	0	0		

**NOTE: Bidders to take note that Specific Goal Points claimed will be verified on the CSD Registration Report.**

14. 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.

15. 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

**16. Calculation of the total points scored for price and Specific Goals**  
The points scored for price must be added to the points scored for Specific Goals to obtain the bidder's total points scored out of 100.

**PARTICULARS OF SCORE OBTAINED**

BID NUMBER	SPSC/B/ /2025
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ /2025



## **PRICING SCHEDULE**

**Pricing Schedule:** All fields on this document must be fully completed. Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) Envelope system as follows:

**Envelope 1:** Pricing Schedule & Cost Breakdown (**Only Pricing Schedule & Cost Breakdown**)

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

**NOTE: DOCUMENTS SUBMITTED IN ONE (1) ENVELOPE AND NOT IN TWO (2) ENVELOPES AS INDICATED ABOVE, WILL BE INVALIDATED**

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

**Appendix A**



# Request for Bid : SPSC-B-006-2025

Author: M.L. Claassen  
 Date: 06/04/2025 15:19:54

## PRICING SCHEDULE

Bid No. SPSC-B-006-2025  
 Document No: 0000574700  
 Description: THE SUPPLY OF SYSTEM COMMODITIES AND SPECIFIC COMMODITIES (SPARES) FOR THE SA NAVY FOR A PERIOD OF (3) THREE YEARS  
 Currency: ZAR  
 Closing Date: 2025/06/30 11:00:00  
 Status: Created  
 Validity Days:

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

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
2001	PERCENTAGE MARK UP ON SPARES FOR YEAR 1	DIRECTOR FLEET LOGISTICS	Simon's Town	Percentage Mark-up	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					
2					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
2001	PERCENTAGE MARK UP ON SPARES FOR YEAR 2	DIRECTOR FLEET LOGISTICS	Simon's Town	Percentage Mark-up	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
2001	PERCENTAGE MARK UP ON SPARES FOR YEAR 3	DIRECTOR FLEET LOGISTICS	Simon's Town	Percentage Mark-up	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
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 Websites ( ) or attached.  
 The awarding of the price quotation as determined by (Department of Defense).

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

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

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

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

**Questionnaires**

**Questionnaires / Evaluation Criteria**

THE 9010 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	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"/> LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMES	<input type="checkbox"/> LEVEL2
Level 3: 51% owned by Women Military veterans // 51% owned by Black Male EMES / 51% owned by Women EMES / 51% owned by Black Women QSES	<input type="checkbox"/> LEVEL3
	<input type="checkbox"/> LEVEL4
	<input type="checkbox"/> LEVEL5
	<input type="checkbox"/> LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by any other EMEs / 51% owned by Black Male QSEs / 51% owned by Women QSEs / 51% owned by Youth  
 Level 5: 51% owned by any other QSEs - 2

<input type="checkbox"/>	LEVEL 7
<input type="checkbox"/>	LEVEL 8
<input type="checkbox"/>	NON-COMPLIANT

Attachment Description

Attachment File Name



## **SBD 4: BIDDERS DISCLOSURE**

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

**Failure to submit the document as indicated by the closing date and time will invalidate this offer.**

**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 interest<sup>1</sup> 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 State Institution

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

---

<sup>1</sup> 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

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<sup>2</sup> 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

<sup>2</sup> 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.

**SBD4**

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.

- 3.6 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 submit this document as indicated by the closing date and time **will forfeit your Specific Goals points. Appendix C**

**Failure to complete the document as indicated by the closing date and time will forfeit your Specific Goals points.**

**Appendix C**

**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 this 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:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</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:

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

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:

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

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

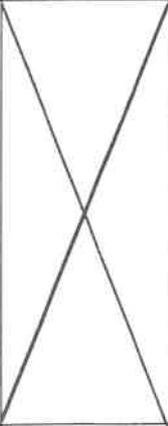
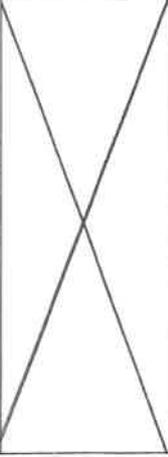
- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported 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 system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

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

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6	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 recognized Commissioner of Oath.

## DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. 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]

4.6. 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(s) 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:** .....

.....

.....

.....



## **FINANCIAL CAPABILITY/PROOF OF GOOD STANDING**

**Financial Capability/ Proof of Good standing:** Bidders are to submit certification or proof of good standing from a registered auditor/ accountant/ bookkeeper with the company letter head indicating that the company bidding has the financial capability of at least RM45 to satisfy the client immediate requirements. Failure to submit this document as indicated by closing date and time **will invalidate this bid. Appendix D**

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

**Appendix D**



## **NON-COMPULSORY BRIEFING SESSION**

**Non-Compulsory Briefing Session Certificate:** Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and site viewing. Failure to attend the Non-Compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time **will not invalidate this offer.**  
**Appendix E**

**Failure to attend the Non-Compulsory briefing session and submit the completed and signed Briefing Session Certificate by the closing date and time will not invalidate this offer.**

**Appendix E**

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

**NON COMPULSORY BRIEFING SESSION CERTIFICATE**

**Briefing session date:** 17 June 2025

**Briefing session time:** 11:00 AM

**Venue:** Simon's Town Procurement Service Centre

**Bid No:** SPSC-B-006-2025

**Closing date:** 18 June 2025

**Closing time :** 11H00

**Validity period:** 120 Calendar Days

The Information briefing session is **Non compulsory** and the original signed and stamped certificate must be submitted as part of the Bid document.

It is hereby confirmed that:

\_\_\_\_\_ (Representative)

Of \_\_\_\_\_ (Legal Name of company)

Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.

( \_\_\_\_\_ )  
**SIGNATURE OF REPRESENTATIVE**

( \_\_\_\_\_ )  
**CHIEF LOGISTICS: LIEUTENANT GENERAL      OFFICIAL DATE STAMP**

The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend.

**Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will NOT invalidate your Bid**





## **SBD 1: INVITATION TO BID**

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

**Failure to submit this document as indicated by the closing date and time may invalidate this offer.**

**Appendix F**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	SPSC-B-006-2025	CLOSING DATE: 30 JUNE 2025	CLOSING TIME:	11H00	
DESCRIPTION	THE SUPPLY OF SYSTEM COMMODITIES AND SPECIFIC COMMODITIES (SPARES) FOR THE SA NAVY FOR A PERIOD OF (3) THREE YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) 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 AVAILABE WITH THE BID DOCUMENTS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	CHIEF PETTY OFFICER M.L. CLAASSEN		CONTACT PERSON	CHIEF PETTY OFFICER I.A. VAN DER WESTHUIZEN	
TELEPHONE NUMBER	021 787 5171		TELEPHONE NUMBER	021 787 5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
<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 REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [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.	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, 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 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: .....



## **CENTRAL SUPPLIER DATA BASE (CSD) FULL REGISTRATION / SUMMARY REPORT**

**Central Suppliers Database (CSD) Registration/Summary Report:** The CSD Full Registration / Summary Report should be submitted. The supplier should be:

- i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- ii. Successfully verified bank details
- iii. Physical Address
- iv. Suppliers should be registered for the commodity/service required for this bid

Failure to submit the CSD Full Registration / Summary Report by the closing date and time **may invalidate this offer. Appendix G**

**Failure to submit the CSD Full Registration / Summary Report by the closing date and time may invalidate this offer.**

**Appendix G**



## **SPSC INDEMNITY AGREEMENT FORM**

**SPSC Indemnity Agreement Form:** This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix H**

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





## **WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)**

**Written Agreement wrt Occupational Health and Safety Agreement (OHASA):** The signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. **Appendix I.**

**Failure to submit this document as indicated by the closing date and time may invalidate this offer.**

**Appendix I**



**WRITTEN AGREEMENT TO COMPLETE AN OCCUPATIONAL HEALTH AND SAFETY AGREEMENT FOR THE COMPLETION OF A CONTRACT ENTERED INTO BETWEEN**

**THE DEPARTMENT OF DEFENCE AND \_\_\_\_\_**

\_\_\_\_\_ (Herein after referred to as the contractor)

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993 AS AMENDED

**WORKMAN COMPENSATION NUMBER:** \_\_\_\_\_

1, I, (full names) \_\_\_\_\_

(Identity Number \_\_\_\_\_) being fully authorised to represent the Contractor, do hereby confirm that the supplier is an employer on its own right with duties as prescribed in the Occupational Health and Safety Act 85 of 1993 as amended and agree to ensure that all work will be performed or plant and machinery will be used in accordance with the provision of the said Act.

2. I hereby confirm that I will ensure that all our employees or Subcontractors workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993, which cover shall remain in force whilst any such workmen are working with or on Department of Defence (DOD) property for the duration of the contract period.

3. I furthermore confirm that we and / or our Subcontractor(s) are in possession of a valid "Certificate of good standing" issued by the Workman Compensation Commissioner.

4. I furthermore confirm and agree that I and / or our Subcontractor(s) will sign a written agreement on occupational health and safety responsibilities for completion of a contract entered into between the Department of Defence **within 10 days** of the award of the contract should we be successful bidder. I acknowledge that should I fail to sign the OHAS agreement within this period; the contract will be terminated with immediate effect with no recourse on my behalf.

\_\_\_\_\_  
Signed By Contractors Authorised Representative

\_\_\_\_\_  
Full Name of Contractors Authorised Representative

Witnesses 1. \_\_\_\_\_

2. \_\_\_\_\_

Signed and entered into at \_\_\_\_\_ On \_\_\_\_\_ 2024



## **SPSC GROUP QUESTIONNAIRE**

SPSC Group Questionnaire: This document to be fully completed. Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix J**

**Failure to submit this document as indicated by the closing date and time may invalidate this offer.**

**Appendix J**

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE OF BID: 30 JUNE 2025**  
**CLOSING TIME OF BID: 11H00**

**BID NUMBER: SPSC-B-006-2025**  
**VALIDITY: 120 CALENDAR DAYS**

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**GROUP QUESTIONNAIRE**

---

Circle applicable response and delete not applicable response.

Service required for **THE SUPPLY OF SYSTEM COMMODITIES AND SPECIFIC COMMODITIES 9SPARES0 FOR THE SA NAVY FOR A PERIOD OF (3) THREE YEARS**

1. Do you confirm compliance to 120 calendar day's validity period? **YES / NO**  
If not, state reason/s: \_\_\_\_\_
2. Is your price firm for the validity period of 120 calendar days? **YES / NO**  
If not, state reason/s: \_\_\_\_\_
3. Do you accept Government Orders? **YES / NO**
4. Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months  
\_\_\_\_\_
5. Indicate the Brand Offered: \_\_\_\_\_

Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website ([www.treasury.gov.za](http://www.treasury.gov.za))

6. Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract **YES / NO**
7. Do you confirm that you may sign a SBD 7.1 or SBD 7.2 on award, **YES / NO**

General Information

8. Bid Documents: have you made/kept a copy of completed Bid documents 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 as indicated by the closing date and time **may invalidate this offer**

**N.B. The short listed companies will be requested to submit Police Clearance Certificates for all personnel entering SANDF Property.**

**Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this offer.**

**Appendix K**

# 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 require 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: .....

.....

.....

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

Answer: .....

.....

.....

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 C**

# **STATEMENT OF WORK**



## STATEMENT OF WORK

**STATEMENT OF WORK:** 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"**. The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose

A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified.

This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre

**Failure to comply will invalidate this offer. Appendix L**

**Failure to comply as indicated by the closing date and time will invalidate this offer.**

**Appendix L**

**STATEMENT OF WORK (SOW): THE SUPPLY OF SYSTEM COMMODITIES AND SPECIFIC COMMODITIES (SPARES) FOR THE SA NAVY FOR A PERIOD OF 3 YEARS**

**1. REQUIREMENTS**

**1.1 General.**

1.1.3 This contract relates to the provisioning of a service to supply system commodities and system-specific commodities on an as, when and where required basis to the SA Navy.

1.1.1 The provisioning of this service shall be in accordance with recognized industry standards and shall be rendered on a professional level.

1.1.2 The successful Contractor shall adhere at all times to the applicable documentation referred to in Clause 2 as well as any and all related industry rules and regulations when providing and executing this service.

**2.2 Tenderers' qualification.**

2.2.1 **ALL** tenderers shall submit the following required **mandatory documentation** with this **completed** bid specification:

- a. Certificate of membership (in the **name** of the **bidding** company) of being an **accredited** and **current active member** of the International Ship Suppliers and Services Association (ISSA)

**OR**

Certificate of membership (in the **name** of the **bidding** company) of being an **accredited** and **current active member** of the South African Ship Suppliers Association (SASSA).

- b. Valid and current **certificate of accreditation** (in the **name** of the **bidding** company) that shall **clearly indicate** the company offering the service(s) being an **ISO** (or **SANS**) **9001** accredited company.
- c. Proof of the company's in date **NATO Master Catalogue of References for Logistics (NMCRL)** license (which shall be in the **name** of the **bidding** company).
- d. A track record, with **contactable references**, of at least the last five (5) companies the tenderer provided an equivalent/similar service to as that specified in this specification.

- e. Certification or proof of good financial standing, issued by an accredited or registered financial institution indicating that the company bidding will have access to an amount of **not less than** R45 million\* **per year** over the three (3) year period, **inclusive** of Value Added Tax (VAT).  
(\*: *under **NO** circumstances should this amount be construed as the limit of the system commodities and system-specific commodities to be ordered per year under this contract*).

**NOTE 1: FAILURE** to submit **ANY** of the documentation requested in paragraph 2.2.1 (a) **WITH** this tender specification, **MAY** lead to the immediate disqualification of the tenderer.

**NOTE 2:** Those who have applied for certificates must provide proof that they have obtained those certificates at the time of award.

### 3.3 Deliverables.

3.3.1 The **successful Contractor** shall, on **each** and **every occasion** when **requested** to do so by the Procurement Entity, **be responsible** for the following:

- a. Source, procure and deliver against SA Navy supplied specification(s) and/or part number(s) system-specific spare parts, equipment and consumables to maintain adequate stock levels at home depot for all system commodities and system-specific commodities in service with the SA Navy.
- b. Source, procure and deliver against SA Navy supplied part numbers **emergency** system-specific spare parts, equipment and consumables within a time frame **NOT exceeding** requested delivery period.
- c. Submit to the SA Navy delivery time(s) for approval/acceptance **prior** to placement of an order with the relevant supplier, especially if lead times of more than 6-months are applicable.

3.3.2 Charges (for info, not to be completed - Only applicable once the bid is awarded).

- a. Costs quoted to the SA Navy for spare parts, equipment and consumables shall include any and all costs (Free-into-Store (**FIS**) principle) for delivery to the location as stipulated in the relevant printed Government Order. The following **example** of **costs breakdown(s)** shall be applicable:

**TABLE 1: Example** of cost breakdown particulars to be furnished.

No.	Description of Costs	Amount	% of Total Price
1	Cost of item(s)		
2	Sea/Air freight cost		
3	Insurances charges		
4	Clearance charges		
5	Customs duties		
6	Delivery costs from port/airport to Contractor's depot/premises		
7	Delivery costs from Contractor's premises to specified SA Navy's Depot/premises		
8	Profit ( <i>detail to be submitted</i> )		
<b>TOTAL</b>			<b>100 %</b>

- b. Transportation and delivery rates and/or charges charged shall be in accordance with applicable rates promulgated by the Automobile Association of South Africa's and/or the Department of Transport's applicable rules and regulations. The onus shall be on the Contractor and/or his/her sub-contractor(s) to **submit** the **required proof** to the SA Navy of rates claimed in order to process payment thereof.
- c. The Contractor shall submit **ALL** original invoicing from **ALL** of his/her supplier(s) together with his/her original quote to the SA Navy for any system commodity and system-specific commodity requested to quote upon and shall include any and all costing, including handling, transportation and delivery cost(s).
- d. Test/Accreditation Certificates and/or results as well as any other supporting documentation shall be submitted to SA Navy for recordkeeping purposes, when so requested by the SA Navy.
- e. The Contractor shall provide the requested support documentation from the Original Equipment Manufacturer (OEM) of the system commodity and/or system-specific commodity supplied, in a format (e.g. handbooks, specifications, brochures, CD's, drawings, specific specifications etc.) that shall have been published in grammatically correct English.

**3.3.3 Codification.**

- a. All system commodities and system-specific commodities provided under this contract, shall be required to be codified (only if no National Stock Number exist) **prior** to being finally accepted into stores by the SA Navy.
- b. The Contractor(s) shall be held liable to provide **ALL** technical data (engineering drawings, specifications and related documentation) to the SA Navy for codification purposes.

- c. Unless otherwise provided by the contract, the cost of supplying the information as well as any other information specifically called for under this contract shall be deemed to have been included in the overall contracted price.

**NOTE:** refer to *Special Conditions of Contract for further guidance on Codification and Codification process(es)*.

#### 3.3.4 Obsolete or alternative spares / consumables / equipment.

- a. The **Contractor(s)** shall be **held liable** for the following:
  - i. Where demanded system commodities and system-specific commodities have been superseded due to supersession/new technology becoming available, the Contractor(s) shall **obtain written authorization** from the SA Navy **prior** to proceeding with any procurement action.
  - ii. The Contractor shall, in cases where obsolete system commodities and system-specific commodities are demanded, provide a signed letterhead from the Original Equipment Manufacturer (OEM), stating that such system commodities and system-specific commodities are obsolete and have been superseded with an alternative system commodity and system-specific commodity.
  - iii. The Contractor(s) shall supply full specifications and details of the alternative system commodity and system-specific commodity offered/available. Applications for approval shall be directed via the Procurement Entity directly to the System Manager of the relevant commodity.
  - iv. In cases where the OEM is no longer in business, specifications of alternative system commodities and system-specific commodities offered shall be submitted for approval and **written authorization** shall be obtained from the SA Navy **prior** to proceeding with any procurement action for any such items.

#### 3.3.5 Import permit(s).

- a. In the event of the supply of a system-specific part and/or equipment and/or consumable being dependent upon the issue of a special permit(s) to export/import the relevant item(s) required/ordered, application for such special permit(s) shall be made by the Contractor to the relevant authorities/governments for the issuing thereof.

#### 3.3.6 Risk management.

- a. The Tenderer shall, in conjunction with tender documentation, **submit a mitigation plan** to circumvent supply chain disruptions, whether on a local and/or international level.

- b. The mitigation plan shall clearly set-out contingency plans to **minimise** waiting periods.
- c. Similarly, the Tenderer shall, in conjunction with tender documentation, **indicate** on how price fluctuations shall be dealt with during the contracted period, whether on a local and/or international level.

#### 3.3.7 Proximity.

- a. The Contractor shall avail himself/herself to attend **monthly meetings**, as determined by the SA Navy.

#### 4.4 Contract exclusions.

4.4.1 The SA Navy shall, in instances where the Contractor, when requested to do so by the Procurement Entity, responds within a period of 21 calendar days with a **"NO QUOTE"** correspondence or indicate that he/she is unable to quote for the requested system commodity and/or system-specific commodity, reserve the right to proceed with approved alternative procurement procedures outside of this contract.

4.4.2 The SA Navy shall reserve the right to reject quotations submitted by the Contractor that are deemed and proven to be excessive and shall, in such cases, require the Contractor to resubmit a revised quotation. If not resolved to the SA Navy's satisfaction, the SA Navy shall then reserve the right to proceed with approved alternative procurement procedures outside of this contract, irrespective of the monetary value.

#### 4.5 Duration of service contract.

4.5.1 The duration of this contract shall be for a 36-month fixed period from date of acceptance and signing of service contract between relevant parties.

4.5.2 The Contractor shall remain liable for quoting, sourcing, procuring and delivery of the various system commodities and system-specific commodities, as well as any and all relevant supporting documentation (not yet delivered) for all orders placed up to and including the specified expiry date of the contracted period.

### 5. **PERFORMANCE AND QUALITY ASSURANCE**

#### 5.1 Responsibility for inspection.

5.1.1 Unless otherwise specified in the order or contract, the Contractor shall be responsible for the performance of all supplies and inspections required to ensure compliance with prescribed requirements.

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

5.1.3 All commodities to be delivered shall be inspected or offered for inspection to the SA Navy prior to final packaging. Test certificates shall be delivered for commodities, if and when requested.

5.2 Acceptance.

5.2.1. Although the Contractor shall primarily be responsible to see that the supplies conforms to this specification, the SA Navy shall subject it to acceptance.

6. **ACKNOWLEDGEMENT**

6.1 I, \_\_\_\_\_ (title / initial / surname of company representative), on behalf of \_\_\_\_\_ (Company name submitting tender / bid) acknowledge that I read and understood the content(s) of the Statement of Work, as specified above, and considered it acceptable and applicable to the execution of this contract.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
TENDERER / BIDDER

\_\_\_\_\_  
DATE

## **SECTION D**

### **FUNCTIONALITY CRITERIA DOCUMENTS**

**National Treasury or Reserve Bank Clearance or  
Reserve Bank Confirmation Letter**

**Experience and Expertise**

**Customer Service and Responsiveness**



## **SECTION D**

# **FUNCTIONALITY CRITERIA DOCUMENTS**

## **National Treasury or Reserve Bank Clearance or Reserve Bank Clearance Letter**

**Bidder must submit proof of National Treasury or Reserve Bank Clearance or Reserve Bank Confirmation Letter as indicated.**



## **SECTION D**

# **FUNCTIONALITY CRITERIA DOCUMENTS**

## **Experience and Expertise**

**Industry Experience and expertise: The Bidder must submit proof of experience and knowledge in providing a comprehensive and professional service.**



## **SECTION D**

# **FUNCTIONALITY CRITERIA DOCUMENTS**

## **Customer Service and Responsiveness**

**Bidder must submit a customer services and responsiveness flow diagram as indicated.**

## **SECTION E**

# **SPECIAL CONDITIONS OF CONTRACT**

# **SPECIAL CONDITIONS OF CONTRACT** **(SCC's)**

## **TABLE OF CLAUSES**

1. GENERAL
2. CODIFICATION
3. OBSOLETE OR ALTERNATIVE SPARES / CONSUMABLES / EQUIPMENT
4. SERVICE LEVEL
5. OCCUPATIONAL HEALTH AND SAFETY
6. PAYMENT
7. ESCALATION
8. PREPARATION AND DELIVERY
9. CHANGED REQUIREMENT
10. CO-ORDINATED ACTIVITIES
11. CONTRACTOR'S PERSONNEL
12. SUB-CONTRACTING
13. VALUE ADDED TAX (VAT)
14. LIABILITY AND DAMAGE COMPENSATION
15. WAIVER
16. SEVERABILITY
17. ACKNOWLEDGEMENT

## SPECIAL CONDITIONS OF CONTRACT

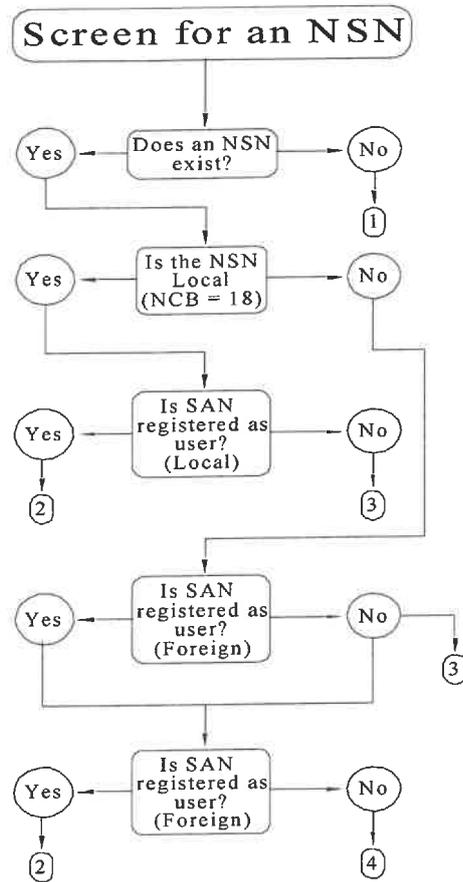
### 1. GENERAL

- 1.1 The conditions contained in the General Bid Conditions (GBC's) and General Conditions of Contract (GCC's) as well as all other conditions shall apply.
- 1.2 The Contractor accepts full liability, responsibility and accountability for the rendering of this service and the items/products supplied, as specified in/relating to this contract.
- 1.3 National (RSA) suppliers/manufacturers shall be given preference **prior** to sourcing system-related commodities and system-specific commodities on an international level, unless otherwise directed by the SA Navy.
- 1.4 Where applicable and in cases of obsolescent parts/products, alternative items/products shall be offered if so requested, and shall be subject to approval by the SA Navy for having the same inherent or better performance and specification level as the items/products required.
- 1.5 Where applicable, in addition to supplying required items/products, alternative items/products may be offered with the same inherent (or better) performance and specification level as the required items/products and these may be considered by the SA Navy as an alternative for future procurement.
- 1.6 The offered items/products shall **NOT** be special/one-off's/sub-standard equipment in anyway.
- 1.7 The offered items/products shall **NOT** be second hand/refurbished/previously owned equipment and any such equipment offered, shall not be acceptable under any circumstances, and where found, shall be removed and replaced with new equipment at the Contractor's expense.
- 1.8 The SA Navy shall retain the right to proceed, in cases of emergency procurement requirements for commodities of R5000 or below, either on individual or in combined value, with approved alternative procurement procedures outside of this contract.
- 1.9 Upon receipt of Government Order, the Contractor(s) shall be ready and available to commence within seven (7) calendar days with the service, subject to date(s) and time(s) agreed upon with the SA Navy and procurement entity.
- 1.10 The sourcing, procuring and delivery of any type of ordnance and/or ordnance-related parts (i.e. spares/parts for any calibre of gun) as well as munitions and munition related items (i.e. ammunition, any type of explosive(s), pyrotechnics etc.) shall be **excluded** from this contract.

## **2. CODIFICATION**

2. All deliverables shall be accompanied by a completed document DD 1376, which shall indicate the allocated NSN(s) (refer Fig. 1 overleaf), unless otherwise written authorization to the contrary is obtained before delivery.
- 2.2 The Contractor shall be responsible to ascertain whether an item/product of supply has been codified in the country of manufacture (i.e. has it been allocated a National Stock Number (NSN)). Where this is the case, the NSN shall be included and indicated on document DD 1376.
- 2.3 The completed document DD 1376, reflecting all required information on all items/products to be supplied, shall be supplied to the SA Navy via the Procurement Entity in order for the SA Navy to be registered as a user.
- 2.4 The Contractor shall be required to comply with the requirements for non-codified local and foreign manufactured items/products.
- 2.5 Responsibility for codification of items/products lies with the National Codification Board (NCB) of the country where the commodities were manufactured.
- 2.6 The Contractor shall be responsible to provide all required data for the codification of both local and foreign manufactured items/products to the SA Navy whom shall then obtain the NSN through the RSA NCB via the SA Navy Codification Section (refer Fig. 2 overleaf).
- 2.7 Where applicable, for foreign manufactured items/products, the manufacturer(s) shall be responsible to provide the required data directly to that country's NCB for codification purposes.
- 2.8 Once an item/product has been codified and the Contractor has been provided with an NSN, the Contractor shall then be responsible, provided that the NSN is made available during the contractual period, to include the NSN and any additional information (as defined in the specification) on the relevant items/products to be delivered.
- 2.9 The Contractor shall, for codification purposes, be responsible to provide updated information to the SA Navy regarding all modifications or design changes made to any items/products supplied to ensure the SA Navy shall have the latest information available.
- 2.10 The Contractor shall ensure that codification processes for acquiring data shall be included in all agreements made with any and all sub-contractors/suppliers/vendors.

Fig. 1  
(to be read in conjunction with Fig. 2)





3.5 Emergency procurement of system commodities and/or system-specific commodities that have been superseded shall only commence on obtaining written authorization from SA Navy.

3.6 The Contractor shall still be required to complete and submit document DD 1376 after emergency procurement action has been completed.

#### **4. SERVICE LEVEL**

4.1 An effective and efficient standard of service level shall always be provided during the execution of this contract.

4.2 Requirements shall, where applicable and practicable, cover availability, level of service provided, general performance or any feature/issue that can readily be verified by physical inspection to determine if the service is to the required level and if it should be accepted or rejected.

4.3 The Department of Defence shall therefore **NOT** supply any labour, materials, consumables and/or equipment for the execution of this contract.

4.4 The Contractor shall be held liable to supply all the necessary labour, materials, consumables and equipment, including all system-specific equipment and ancillary accessories, for the satisfactory execution of this contract.

4.5 Should the service to be rendered by the Contractor and/or his/her personnel/sub-contractor(s) be considered to be sub-standard or non-existent, the Department of Defence shall then have the right to reject acceptance of or refuse to examine/inspect such service and shall require its immediate correction from the Contractor.

4.6 If the Contractor persists in non-performance, the Department of Defence then shall have the right to refuse to examine/inspect any service(s) rendered for acceptance until the quality control system of the Contractor has been corrected and may imposed penalties because of delays.

4.7 Penalties imposed due to non-performance/poor service delivery by the Contractor, shall be applicable as specified in the General Conditions of Contract issued as part of the bid documentation.

4.8 If the Contractor fails to adhere to or satisfy any of the clauses, conditions or responsibilities, as specified in this contract, the Department of Defence shall then reserve the right to terminate the contract.

#### **5. OCCUPATIONAL HEALTH AND SAFETY**

5.1 All safety regulations in terms of Personal Protective Equipment (PPE) and facilities as well as Personal Breathing Equipment (PBE), as laid down in the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, shall apply in respect of this contract.

- 5.2 The Department of Defence reserves the right to have all work ceased on any site(s) should the Contractor and/or his/her personnel/sub-contractors be in violation of or transgressing any applicable OHS Act regulations.
- 5.3 The Department of Defence shall not be held liable in this regard for any time or costs lost by the Contractor and/or his/her sub-contractors until such time that OHS Act regulations are correctly implemented and adhered to at all times whilst on a particular site(s).
- 5.4 All specialized protective safety equipment that may be required in terms of the execution of this contract shall be provided by the Contractor. The cost of any such equipment lost or damaged by the Contractor's personnel/sub-contractors, shall be for the Contractor's account.
- 5.5 The Contractor shall be responsible at all times for the safety of his/her personnel/sub-contractors when they are executing the required service(s) on Department of Defence property.
- 5.6 The Contractor and his/her personnel/sub-contractors shall enter Department of Defence property at their own risk.
- 5.7 Should any of the Contractor's personnel/sub-contractors sustain any injuries, whilst on Department of Defence property, through the Contractor's action, the Contractor shall be responsible for the costs associated for the provisioning of medical assistance.
- 5.8 Treatment for any injuries sustained by the Contractor's personnel/sub-contractors, caused by Department of Defence action, but not due to negligence or malicious intent on the part of the Department of Defence, shall be for the responsibility of the Contractor. Furthermore, the Department of Defence shall not accept legal liability for such injuries.
- 5.9 The Department of Defence may, according to its discretion, render limited medical assistance to the Contractor's personnel/sub-contractors. The Department of Defence, however, shall not accept any liability for the outcome of such medical assistance rendered. The Department of Defence may, according to its discretion, charge the Contractor for such medical assistance services rendered.
- 5.10 The Contractor shall, upon appointment and prior to commencing with any work on the relevant site, deliver his/her comprehensive Safety File to the appointed Department of Defence Safety Officer for approval.
- 5.11 At the discretion of the Department of Defence, the Contractor and his/her personnel/sub-contractors shall be required to undergo screening or testing for any highly infectious diseases (such as Covid-19 etc.).

- 5.12 All costing relating to testing and testing reports/results required, shall be for the Contractor's own account, but the outcome of such results shall be forwarded to the Department of Defence's Safety Officer for final (work permit) decision.
- 5.13 It shall be and remain the full responsibility of the Contractor to continuously monitor his/her personnel/employees/associates/sub-contractors/suppliers etc. for signs of being infected/or where/when they come/came into contact with infected persons and it shall be a mandatory requirement to immediately report any such cases found and/or suspicions to the Department of Defence's Safety Officer in order to take the necessary precautionary steps.
- 5.14 All the Contractor's personnel/sub-contractors shall be required to attend and complete a mandatory Safety Induction, presented by the relevant Department of Defence Health and Safety Officer, and only thereafter shall work be allowed to commence. This shall also be applicable to any extra and/or replacement personnel brought on site by the Contractor and/or his/her sub-contractor(s).

## **6. PAYMENT**

- 6.1 No payment shall be made to the Contractor for any services rendered/goods delivered to the Department of Defence before commencement date of the official printed Government Order.
- 6.2 Any claims made for services rendered/goods delivered before the official printed Government Order stipulated commencement date, shall not be accepted by the Department of Defence and shall thus be for the Contractor's own account.
- 6.3 No payment shall be made to the Contractor for any services rendered or goods delivered to the Department of Defence without written authority from the Procurement Entity.
- 6.4 When all deliverables/services, as specified in this contract, have been satisfied, **payment** shall be **made within** approximately 30-days **after receipt** of **all** original invoice(s) and the original Acceptance/Completion Certificate(s).
- 6.5 There shall be no milestone (or phase) payments made to the Contractor or to any of his/her personnel/sub-contractors/suppliers etc. until receipt of final invoicing from the prime Contractor.

## **7. ESCALATION**

- 7.1 No additional work or costs (other than that authorized by the original printed Government Order) shall be incurred in terms of this contract without the specific permission from the Department of Defence as well as written permission from the Procurement Entity.

## **8. PREPARATION AND DELIVERY**

### **8.1 Packaging.**

- a. The Contractor shall ensure item(s)/products shall be delivered in the Original Equipment Manufacturer's (OEM) original packaging, which shall be in a clean, dry and commercially acceptable condition.
- b. Item(s)/products shall be so packaged that it shall not be damaged in transit or long term storage.

### **8.2 Documentation.**

- a. The packing slip or delivery note as well as the inspection/compliance certificate(s), where applicable, together with a copy of the invoice showing the order number, shall be delivered with each consignment.

### **8.3 Delivery.**

- a. The Contractor shall deliver the item(s)/products in an undamaged condition to the SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order.
- b. The SA Navy reserves the right to inspect item(s)/products upon delivery for damage(s) and where found, reject such items and demand corrective action from the Contractor.

## **9. CHANGED REQUIREMENT**

- 9.1 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 shall reserve 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.

## **10. CO-ORDINATED ACTIVITIES**

- 10.1 Whilst on Department of Defence premises, personnel of the Contractor will only be allowed access to areas required to execute their service(s), subject to other stipulations in the relevant contract.
- 10.2 If the Contractor's service(s) is not rendered/required in a specific area at a given time, access to that area(s) shall be forbidden.
- 10.3 The work to be executed shall under no circumstances disrupt the daily routine activities taking place at the institution or on the premises where the service(s) are to be provided.

## **11. CONTRACTOR'S PERSONNEL**

### **11.1 Security.**

- a. The Contractor, including his/her personnel/employees/associates/sub-contractors/suppliers shall at all times adhere and be subjected to the relevant security rules and regulations in place when entering Department of Defence's property/premises.
- b. Only documented foreign national(s) shall be granted access onto any of the Department of Defence's property/premises.
- c. Documented foreign national(s) shall only be allowed onto Department of Defence's property/premises when properly vetted by Defence Intelligence and written approval has been granted to such an individual person(s). This shall be strictly enforced without exceptions.
- d. No weapons of any type/kind nor any alcohol or any other mind altering substance(s) shall be allowed on the Department of Defence's property/premises.
- e. Anyone suspected being in possession of a weapon(s) of any type/kind or of being under the influence of mind altering or any other intoxicating substance(s), shall not be allowed onto the premises and where so found, shall be removed from the Department of Defence property/premises accordingly.
- f. The Department of Defence and its employees shall not be held responsible for any claim for any time and/or production lost by the aforementioned action. Any claim for time and/or production lost shall be for the Contractor's own account without any cost implication to the Department of Defence.

### **11.2 Identification.**

- a. To identify the Contractor's personnel on the premises of the Department of Defence, the personnel shall comply with the following, with any costs for the account of the Contractor:
  - i. Personnel shall wear a company identification card with an employee photograph on it, conspicuously on his/her person at all times.
  - ii. Personnel shall wear identifiable uniforms whilst on duty.

## **12. SUB-CONTRACTING**

12.1 The Contractor may sub-contract part(s) of this contract, which shall be subject to the Department of Defence's rules and regulations as well as the Standard Bid Documents (SBD's) and General Bid Conditions (GBC's).

12.2 In the event that sub-contractors are to be used to execute the contract or part(s) thereof, the following shall apply:

a. Prior Approval.

i. Once the contract signing formalities have been concluded, the Contractor shall obtain **prior approval** from the Department of Defence before appointing any sub-contractor(s).

b. Payment.

i. The Contractor shall remain liable to reimburse any and all sub-contractor(s)/vendors for goods delivered and/or services rendered to the Department of Defence relating to the execution of this contract.

ii. The Department of Defence shall not entertain/undertake any payment progress report requests of nor enter into any negotiations with any sub-contractors/vendors used by the Contractor regarding payments. The Contractor shall at all times be held accountable for such reports and/or payments to any sub-contractors/vendors for services/goods delivered.

c. Responsibility.

i. The Contractor shall remain at all times fully responsible, legally and technically, for any and all services rendered/goods delivered by any sub-contractor and/or contracted-in support.

## **13. VALUE ADDED TAX (VAT)**

13.1 All monies paid in terms of this bid, shall be subjected to Value Added Tax, calculated at the appropriate tariff as provided for in the Value Added Tax (VAT) Act, Act 89 of 1991, as amended, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to Value Added Tax.

## **14. LIABILITY AND DAMAGE COMPENSATION**

14.1 The Contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party, including any and all costs or legal expenses resulting from such claim, for loss or damage resulting from the death, injury(ies) 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.

- 14.2 The Contractor shall be held responsible for any damage and/or contamination to the environment and/or to infrastructure as well as theft on or from the premises and/or content that may be caused by the Contractor and/or his/her employees/sub-contractor(s) or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification shall accordingly be imposed by the Department of Defence against the Contractor. The Contractor shall ensure that sufficient and paid-up insurances are in place to cover any of these eventualities.
- 14.3 In the case of damage(s) and/or environmental-related contingencies to or on the premises or content resulting from the work done, the Contractor shall undertake to rectify the damage(s) immediately to the satisfaction of the Department of Defence.
- 14.4 If the Contractor fails to act immediately after notification, the Department of Defence shall rectify such damage(s) at will and the cost thereof shall be recovered from any monies outstanding and/or due to the Contractor for service(s) rendered.
- 14.5 The Department of Defence and its employees shall not be held responsible for any claim or injury to the Contractor's personnel whilst they are on Department of Defence property or in the execution of their tasks on Department of Defence property.
- 14.6 The Contractor is and shall remain responsible at all times for the safety and delivery in an undamaged condition of the item(s)/product(s) ordered.
- 14.7 The Department of Defence and/or its employees shall not be held responsible for any damage(s) nor for replacing/repairing costs for any item(s)/product(s) ordered whilst such item(s)/product(s) is/was in the care of the Contractor and/or his/her personnel/sub-contractors.

## **15. WAIVER**

- 15.1 No waiver of any of the terms and conditions of the contract shall be binding or effectual for any purpose, unless expressed in writing and signed by the relevant parties thereto.
- 15.2 Any such waiver shall be effective only in specific instances and for the purpose given.
- 15.3 No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall 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.

**16. SEVERABILITY**

16.1 Should any of the terms and conditions of the contract be held to be invalid or unlawful, such terms and conditions shall be severable from the remaining terms and conditions, which shall continue to be valid and enforceable.

**17. ACKNOWLEDGEMENT**

17.1 I, \_\_\_\_\_ (title / initial / surname of company representative), on behalf of \_\_\_\_\_ (Company name submitting tender / bid) acknowledge that I read and understood the content(s) of the Special Conditions of Contract, as specified above, and considered it acceptable and applicable to the execution of this contract.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

TENDERER / BIDDER

\_\_\_\_\_

DATE

## **SECTION F**

# **GENERAL CONDITIONS OF CONTRACT**

**THE NATIONAL TREASURY**  
**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**

**July 2010**

# **GOVERNMENT PROCUREMENT GENERAL**

## **CONDITIONS OF CONTRACT**

**July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC 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 GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## **22. Penalties**

22.1 Subject to GCC 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 GCC 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 GCC 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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**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 GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34. Prohibition of Restrictive practices** 34.1 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998

- 34.2 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)