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**SUPPLY AND DELIVERY OF VARIOUS TENTS  
FOR MAIRITIME REACTION SQUADRON SA  
NAVY - WESTERN CAPE.**

**SPSC /B /038 /2025**

**FOR DEPARTMENT OF DEFENCE**

**SIMON'S TOWN PROCUREMENT SERVICE  
CENTRE**

**CLOSIN DATE: 21 APRIL 2026**

**CLOSING TIME: 11:00**

**VALIDITY: 90 CALENDAR DAYS**

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Special Conditions of Contract

## **CONTACT INFORMATION**

### **Technical Information:**

Contact: Chief Petty Officer van der Westhuizen  
Email Address: spscbidinvitation@gmail.com  
Office Tel No: (021) 787 5207

### **Administrative Information:**

Contact: Flight Sergeant Crous  
Email Address: spscbidinvitation@gmail.com  
Office Tel No: (021) 787 5034

### **Address for depositing of bid documents**

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

## **BID SUBMISSIONS**

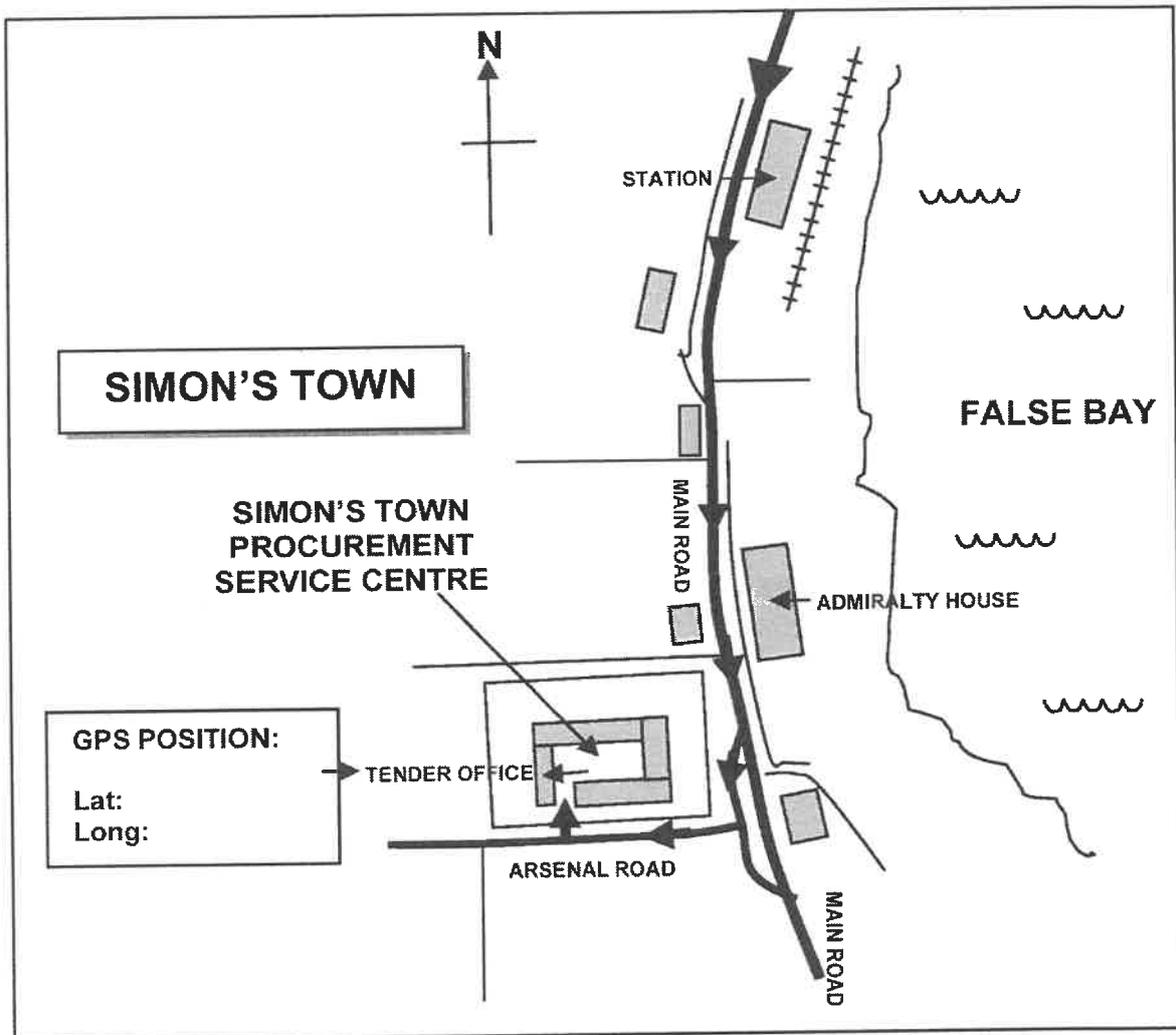
Closing period of bid: Minimum 21 Calendar days

Validity of Bid: 90 Calendar days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'





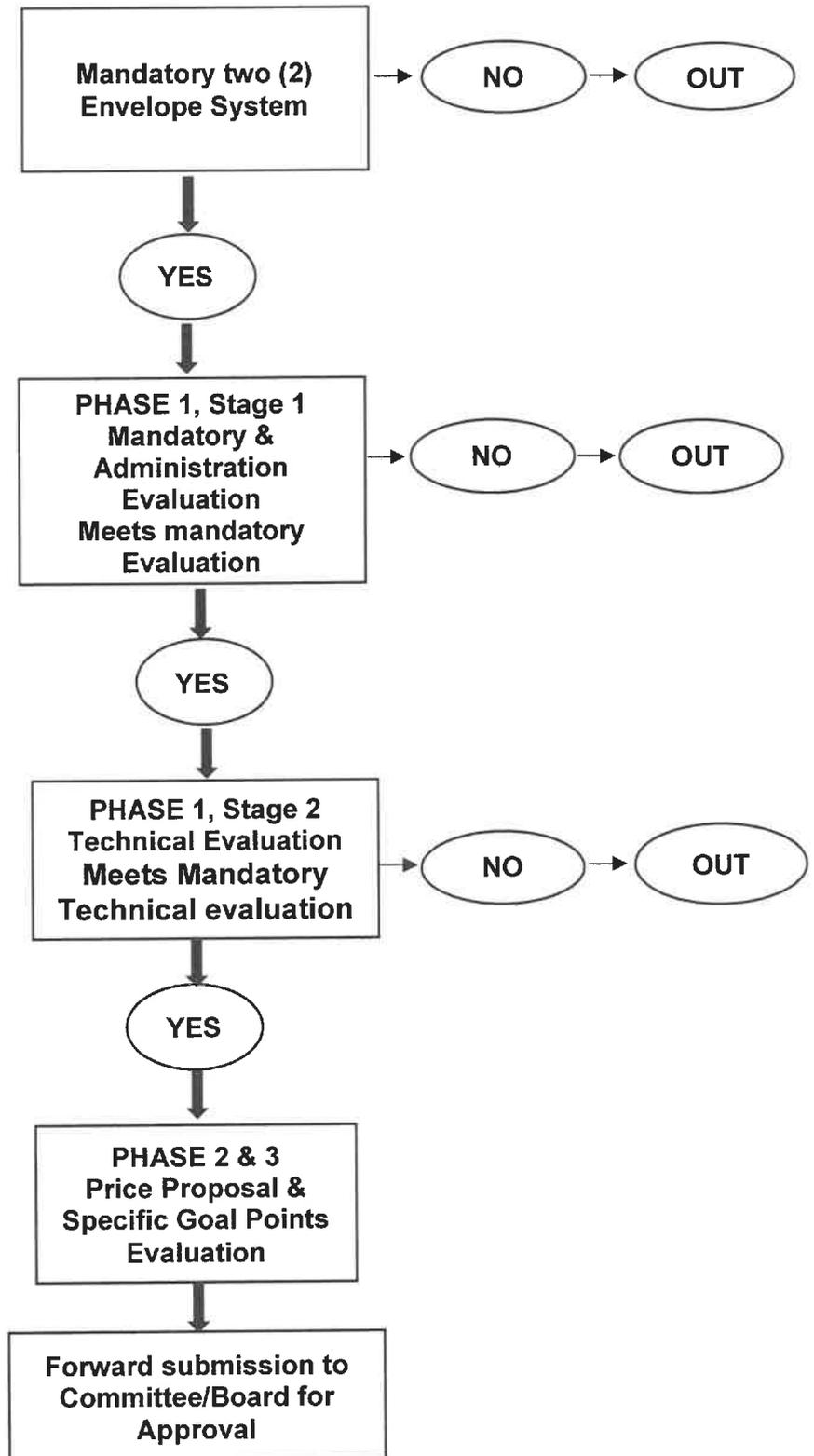
## **BID EVALUATION INSTRUCTIONS**

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 **email, facsimile** or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
5. All information regarding the evaluation process must be treated as confidential.
6. The **2 ENVELOPE** system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
  - a. **Envelope 1: Pricing Schedule (Only Pricing Schedule)**
  - b. **Envelope 2: SBD documents, Description and all other required documents.**

**NOTE THAT IF THE 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. Two (2) Envelope System.
  - b. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).
  - c. Mandatory Technical evaluation (Phase 1, Stage 2).
  - d. Price and Specific Goals (Phase 2 & 3).
8. This requirement will be awarded using the 80/20 principal
9. No late bids will be accepted after the closing date and time.
10. The Simon's Town Procurement Service Centre reserves the right to award this Requirement as a case or per individual line.

**EVALUATION PROCESS**



**MANDATORY CRITERIA**

**Envelope one (1)**

The **Pricing Schedule** must be submitted in Envelope one (1). Bidders that do not submit the **Pricing Schedule** in Envelope one (1) will be eliminated / excluded and **will not proceed to Phase 1 Stage 1**.

S/NO	Mandatory Criteria
	<b>Two (2) Envelope System</b>
	<b>Envelope One (1)</b>
1.	<p><b>Pricing Schedule:</b> 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.</p> <p style="text-align: center;"><b>Envelope 1: Pricing Schedule</b></p> <p>Failure to submit this document as indicated by the closing date and time <b>will invalidate this offer.</b></p>

**MANDATORY AND ADMINISTRATION EVALUATION CRITERIA**

**Envelope Two (2)**

**Phase 1:** Bidders will be evaluated as follows:

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

S/NO	Criteria
	<b>Phase 1, Stage 1</b>
	<b>Phase 1, Stage 1, Mandatory Evaluation Criteria</b>
	<b>Envelope Two (2)</b>
2.	<p><b>SBD 4 - Bidders Disclosure:</b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>will invalidate this offer. Appendix A</b></p>
3.	<p><b>SBD 6.1 Preference Points Claim Form:</b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>will forfeit your Specific Goals points. Appendix B</b></p>

S/NO	Criteria
	<b>Phase 1, Stage 1</b>
	<b>Phase 1, Stage 1, Mandatory Evaluation Criteria</b>
	<b>Envelope Two (2)</b>
4.	<p><b><u>SBD 6.1 -Preference Points Claim Military Veteran Proof:</u></b> Bidders who are claiming points for being a military Veteran must submit a Confirmation of Listing on the Military Veterans Database as proof with their SBD 6.1</p> <p>Failure to submit this document as indicated by the closing date and time <b>will forfeit your Specific Goals points. Appendix C</b></p>
5.	<p><b><u>SBD 1 / Invitation to Bid:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix D</b></p>
6.	<p><b><u>Central Suppliers Database (CSD) Full Registration Report:</u></b> The CSD Full Registration Report should be submitted. The following point are essential:</p> <ul style="list-style-type: none"> <li>i. CSD Full Registration Report should not be older than 14 days</li> <li>ii. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.</li> <li>iii. Successfully verified bank details</li> <li>iv. May not be a restricted supplier</li> <li>v. Physical Address type (must be a physical street address)</li> <li>iv. Suppliers should be registered for the commodity/service required for this bid.</li> </ul> <p>Failure to submit the CSD full Registration Report by the closing date and time <b>may invalidate this offer. Appendix E</b></p>
7.	<p><b><u>SPSC Indemnity Agreement Form:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix F</b></p>
8.	<p><b><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u></b> The OHASA agreement, signed amongst the DOD and bidder to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix G</b></p>
9.	<p><b><u>SPSC Group Questionnaire:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix H</b></p>

S/NO	Criteria
	<b>Phase 1, Stage 1</b>
	<b>Phase 1, Stage 1, Mandatory Evaluation Criteria</b>
	<b>Envelope Two (2)</b>
10.	<b>Defence Intelligence Questionnaire (D.I.)</b> The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time <b>may invalidate this offer. Appendix I</b>

## MANDATORY TECHNICAL EVALUATION

### Envelope Two (2)

1. **Phase 1 Stage 2:** Bidders must comply with the User Requirement Specification. Bidders who do not will be invalidated/ excluded and will not proceed to Phase 2.

S/No	Criteria
	<b>Phase 1 Stage 2</b>
	<b>Envelope Two (2)</b>
1.	<p><b>SPECIFICATION:</b> The bidder's compliance must be indicated with the word <b><u>comply/do not comply, agree/do not agree, yes or no</u></b>, or any other form of acceptance or non-acceptance on the statement of work, <b><u>each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/n for comply/not comply or y/n for yes/no etc"</u></b> on each dotted line. The most suitable supplier will be awarded in accordance with compliance to Specification 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 stated/specified.</p> <p>This Specification 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</p> <p><b>Failure to comply will invalidate this offer. Appendix J</b></p>
2.	<p><b>Product catalogue for Hipped Tent 5mx5m:</b> Bidder must submit a product catalogue with detail information on the Hipped Tent 5mx5m offered.</p> <p><b>Failure to submit the product catalogue will invalidate this offer. Appendix K</b></p>
3.	<p><b>Product catalogue for Hipped Tent 5mx10m:</b> Bidder must submit a product catalogue with detail information on the Hipped Tent 5mx10m offered.</p> <p><b>Failure to submit the product catalogue will invalidate this offer. Appendix L</b></p>
4	<p><b>Product catalogue for Bow Tent complete with extended veranda 3mx3m:</b> Bidder must submit a product catalogue with detail information on the Bow Tent complete with extended veranda 3mx3m offered.</p> <p><b>Failure to submit the product catalogue will invalidate this offer. Appendix M</b></p>

**Phase 3 & 4:** Only bidders who qualified on Phase 1 stage 1 & 2 will be evaluated on Phase 3 and 4 Price and Specific Goal Points

<b>Phase 3</b>	<b>Price</b> (Will be according to specific requirements)	<b>80/</b>
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**Phase 4:** Preferential points. (As per Preferential Procurement Regulations 2022)  
 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

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).

**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		

	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
<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 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 Specific Goal Points claimed will be verified against the CSD Registration Report.

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

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



## 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 Grand Total must be completed.

**Envelope 1: Pricing Schedule**

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



the sandf

Department:  
Defence  
REPUBLIC OF SOUTH AFRICA

# Request for Bid : SPSC/B/038/2025

Author: N Booyses  
Date: 03/30/2026 10:07:21

## PRICING SCHEDULE

Bid No. SPSC/B/038/2025 Document Type Request for Bid Open  
 Document No: 0000619984 Company Name:  
 Description: THE SUPPLY AND DELIVERY OF VARIOUS TENTS FOR MARITIME REACTION SQUADRON Attention:  
 Currency: ZAR Tel No:  
 Closing Date: 2026/04/21 11:00:00 Fax No:  
 Status: Created Cell No:  
 Validity Days: Email:

*Please Complete All Fields Marked With AN \**

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-178-8457	TENT,BOW:OLIVE DRAB;CANVAS: 3MX3M;COMPLETE WITH COLLAPSIBLE FRAME,GROUND SHEET,EXTENDED VERANDAH;BUILT-IN MOSQUITO GAUZE AND CARRY BAG	MARITIME REACTION SQUADRON	Wingfield	Each	N/A
	Line Comment	Lead Time	Quantity Required	Quantity Available	
	PLEASE SEE SPECIFICATIONS FOR FURTHER DETAILS	*	150	N/A	
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs	*			
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs	*			

1

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-178-6061	TENT; 5MX 5M; HIP-ROOF TYPE; HEAVY DUTY 450G/SQ M 100% SPUN POLYESTER RIPSTOP CANVAS FOR ROOF AND MEDIUM DUTY 320G/SQ M 100% SPUN POLYESTER RIPSTOP CANVAS FOR WALLS;PVC 550G/SQ M GOUNDSHEET:125G/SQ M MOSQUITO GAUZE WALLS; 500MM WATER COLUMN;FREE STANDING ROOF W/ONE CENTRE POLE; OLIVE DRAB; C/W CARRYING BAGS AND ACCESSORIES	MARITIME REACTION SQUADRON	Wingfield	Each	N/A.
	Line Comment	Lead Time	Quantity Required	Quantity Available	
	PLEASE SEE SPECIFICATIONS FOR FURTHER DETAILS		15	N/A.	
	<b>Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs</b>				
	<b>Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs</b>				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-178-6064	TENT;10M X5M; HIP-ROOF TYPE; HEAVY DUTY 450G/SQ M 100% SPUN POLYESTER RIPSTOP CANVAS FOR ROOF AND MEDIUM DUTY 320G/SQ M 100 SPUN POLYESTER RIPSTOP CANVAS FOR WALLS;PVC 550G/SQ M GOUNDSHEET: 125G/SQ M MOSQUITO GAUZE WALLS; 500MM WATER COLUMN;FREE STANDING ROOF W/ONE CENTRE POLE;OLIVE DRAB;C/W CARRYING BAGS AND ACCESSORIES.	MARITIME REACTION SQUADRON	Wingfield	Each	N/A.
	Line Comment	Lead Time	Quantity Required	Quantity Available	
	PLEASE SEE SPECIFICATION FOR FURTHER DETAILS		20	N/A.	
	<b>Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs</b>				
	<b>Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs</b>				

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 Defence).

The following is hereby certified:

This offer is correct and any mistakes will be at my risk.

I accept responsibility for the execution of all obligations entrusted upon me.

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: .....

*R*

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 80/20 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	LEVEL1
Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMES	LEVEL2
Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMES / 51% owned by Black Women QSEs/51% owned by Women EMES	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL6

Level 4: 51% owned by Male Military veterans / 51% owned by youth / 51% owned by any other EMEs/ 51% owned by Black Male QSEs / 51% owned by Women QSEs

Level 5: 51% owned by any other QSEs

LEVEL7

LEVEL8

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 A**

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

**Appendix A**

**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 with any person who is employed by the procuring institution?

**YES / NO**

2.2.1 If so, furnish particulars:

.....

.....

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<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.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

**I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.**

**I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF 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 B**

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

**Appendix B**

**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:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

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:

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

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point 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.

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.

**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:** .....  
.....  
.....  
.....



## **SBD 6.1: PREFERENCE POINTS CLAIM MILITARY VETERAN PROOF**

**SBD 6.1 -Preference Points Claim Military Veteran Proof:** Bidders who are claiming points for being a military Veteran must submit a Confirmation of Listing on the Military Veterans Database as proof with their SBD 6.1 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**



## **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.** Appendix D

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

**Appendix D**

## 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-038-2025	CLOSING DATE:	21 APRIL 2025	CLOSING TIME:	11H00
DESCRIPTION	THE SUPPLY AND DELIVERY OF VARIOUS TENTS FOR MAIRITIME REACTION SQUADRON, SA NAVY - WESTERN CAPE				
<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	FLIGHT SERGEANT		CONTACT PERSON	CHIEF PETTY OFICER I. v/d WESTHUIZEN	
TELEPHONE NUMBER	021-787-5034		TELEPHONE NUMBER	021 787-5207	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@dod.mil.za spscbidinvitation@gmail.com		E-MAIL ADDRESS	spscctechnical@dod.mil.za	
<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 REPORT**

**Central Suppliers Database (CSD) Registration Report:** The CSD Full Registration Report should be submitted, The following points are essential:

- i. CSD Full Registration Report should not be older than 14 days
- ii. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- iii. Successfully verified bank details
- iv. May not be a restricted supplier
- v. Physical Address type (must be a physical street address)
- iv. Suppliers should be registered for the commodity/service required for this bid.

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



## **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 F**

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



# logistics division

Department:  
Defence  
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: \_\_\_\_\_

\_\_\_\_\_ IN RESPECT OF SPSC / B / \_\_\_\_\_ / 2026

## INDEMNITY

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

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

## DAMAGE COMPENSATION

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

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

## WAIVER

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

## ACKNOWLEDGEMENT

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

\_\_\_\_\_  
Full Name and Signature of Bidder's Duly Authorised Representative Date

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

Date: \_\_\_\_\_





## **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 G.**

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

**Appendix G**



**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 \_\_\_\_\_ 2026



## **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 H**

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

**Appendix H**

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE OF BID: 21 APRIL 2026**  
**CLOSING TIME OF BID: 11H00**

**BID NUMBER: SPSC-B-038-2025**  
**VALIDITY: 90 CALENDAR DAYS**

---

**GROUP QUESTIONNAIRE**

---

Circle applicable response and delete not applicable response.

Service required for **THE SUPPLY AND DELIVERY OF VARIOUS TENTS FOR MARITIME REACTION SQUADRON SA NAVY-WESTERN CAPE**

1. Do you confirm compliance to 90 calendar day's validity period? YES / NO  
If not, state reason/s: \_\_\_\_\_
2. Is your price firm for the validity period of 90 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. Appendix I**

**Note the winning Bidder will have to complete/submit missing information once awarded.**

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

**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)

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

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):

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

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

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

**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. 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: .....

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

Answer: .....

.....

.....

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

Answer: .....

.....

.....

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

Answer: .....

.....

.....

6. 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: .....

.....

.....

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

Answer: .....  
.....  
.....

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

Answer: .....  
.....  
.....

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

Answer: .....  
.....  
.....

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

Answer: .....  
.....  
.....

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

Answer: .....  
.....  
.....  
.....

12. 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 registration number and attach a certified copy of the registration certificate with the Company and Intellectual Property Commission (CIPC).*
- *Name list and RSA IDs of all personnel entering DOD premises except for Courier.*
- Foreign Nationals employed by the company (incl copy of ID / passport and working visa/ documentation).



# SPECIFICATION

**SPECIFICATION:** The bidder's compliance must be indicated with the word **comply/do not comply, agree/do not agree, yes or no, 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, any form of emoji's (☺) or ticks (√) (x) etc". The most suitable suppliers 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 submit this document as indicated by the closing date and time will invalidate this offer**

**APPENDIX J**

RESTRICTED



### SOUTH AFRICAN NAVY

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

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

**TITLE:** SPECIFICATION FOR THE SUPPLY OF A HIPPED ROOF TENT, COMPLETE WITH ACCESSORIES, FOR THE SA NAVY.

**NATIONAL STOCK NUMBER:** SEE TABLE 1

**DOCUMENT NUMBER:** 98340-613004001-224001

**COMPUTER FILE NAME:** 98340\2505016a.doc

**ISSUE DATE:** 30 MAY 2025

**DATE OF ORIGINAL ISSUE:** 28 MAY 2013

**COPY NUMBER:** .....

NAVAL ENGINEERING SECTION  
30 MAY 2025  
ITEM SPECIFICATION

RESTRICTED

**APPROVAL**

**Compiled By:**

J. J. BESTER

J. J. BESTER  
Signature

Chief Industrial Technician  
Designation

28 MAY 2013  
Date

**Checked By:**

K. J. HONEY

K. J. HONEY  
Signature

Chief Industrial Technician  
Designation

28 MAY 2013  
Date

**Approved By:**

P. D. HANGONE

P. D. HANGONE  
Signature

Control Industrial Technician  
Designation

28 MAY 2013  
Date

**Configuration:**

.....	.....	.....
<b>Signature</b>	<b>Designation</b>	<b>Date</b>

**Understand / Accept:**

.....	.....	.....
<b>Signature</b>	<b>Designation</b>	<b>Date</b>

.....	.....	.....
<b>Signature</b>	<b>Designation</b>	<b>Date</b>

.....	.....	.....
<b>Signature</b>	<b>Designation</b>	<b>Date</b>

.....	.....	.....
<b>Signature</b>	<b>Designation</b>	<b>Date</b>

**Responsible Authority:** Item Specification Section, Naval Engineering Section



RESTRICTED

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RESTRICTED

1. SCOPE

1.1 General

1.1.1 This specification relates to the manufacture and supply of hipped roof tents. This specification also governs the testing, acceptance, construction, maintenance, quality and safety thereof.

1.2 Purpose

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

1.3 Mandatory requirement

1.3.1 For guidance on completion of this tender specification, all tenderers are to adhere to the instructions given in paragraph 6.2 of this specification.

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

1.4 Item name

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

TENT

2. APPLICABLE DOCUMENTS

2.1 General

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

2.2 SA Government documents

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

2.2.2 This document is available from the Secretary for Defence (Attention : Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001, or from any of the Department's Procurement entities.

2.3 SA Navy documents

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

2.4 Standards/Specifications

2.4.1 BS 7157 : Method of testing for ignitability of fabrics used in the construction of large tented structures.

2.4.2 SANS 121 : Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods.

TENDERER'S OFFERS  
OR COMMENTS  
*(refer paragraph 6.2)*

.....

.....

- 2.4.3 SANS 1351 : Canvas tentage and tarpaulin webbing.
- 2.4.4 SANS 1703 : Shade netting.
- 2.4.5 SANS 1823 : Touch and close fasteners.
- 2.4.6 SANS CKS 129 : Colours for textiles.
- 2.4.7 SANS CKS 629 : Processed and low-flammable Polyester canvas.
- 2.4.8 SANS CKS 637 : Tents (Hip-roof, cottage, bow and bell types).

**3. REQUIREMENTS**

**3.1 General**

3.1.1 The manufacture of the item(s) shall be in accordance with the documentation referred to in paragraph 2.4.

3.1.2 Unless otherwise stated, all dimensions are indicated in millimetres.

3.1.3 All queries regarding design parameters and manufacturing details shall be referred directly to the Item Specification Section, Naval Engineering Section, Fleet Command, Simon's Town - Telephone no.: 021 787 4387.

**3.2 Tenderers' qualification**

3.2.1 **ALL** tenderers, **including** Third Parties tendering, shall submit a product catalogue with this tender specification upon submission of tender documentation.

3.2.2 The submitted product catalogue shall give detailed information on the item(s) offered. Tenderers shall also indicate where such items may be viewed if so required by the SA Navy.

**NOTE : FAILURE to submit detailed product catalogue with tender specification SHALL lead to the immediate disqualification of the individual tenderer.**

**3.3 Sizes**

3.3.1 The tents shall be of the hipped roof Marquee type and shall have the approximate sizes and colour as stipulated in TABLE 1 below.

**TABLE 1 : NSN's and nominal tent sizes (meters\*).**

Item	National Stock Number	Size* (b x l)	Colour	SANS CKS 129 Colour Code
1	8340-18-178-6061	5 x 5	Olive Drab Green	86c
2	8340-18-178-6064	5 x 10		

\*NB : Subject to a tolerance of ± 30 mm.

3.4 Materials

3.4.1 The materials used in the manufacture of offered tent(s) shall comply with the following :

a. Tenting

i. Material : Roof and walls : Proofspun Polyester ripstop canvas. Canvas to be fire retardant treated, UV resistant, rot/mould proof, 100 % waterproof as well as colourfast.

Groundsheet : Polyvinyl chloride (PVC)

Mosquito gauze walls : Code 50 shade netting (Monofilament yarns only) to SANS 1703

ii. Material mass : Roof : 430 to 470 g/m<sup>2</sup>

Wall : 300 to 350 g/m<sup>2</sup>

Ground sheet : 530 to 570 g/m<sup>2</sup>

Mosquito gauze walls : 120 to 130 g/m<sup>2</sup>

b. All Poles : Mild Steel tubing, fully galvanized in accordance with SANS 121.

c. Bracing lines : Chain and cable combination, manufactured from corrosion resistant steel. Chain shall have oblong link on one end (peg side), cable shall have heavy-duty stub-end thimble incorporated on one end (tent side). (Amalgamation of chain and cable shall be in accordance with manufacturer's specifications).

d. Pegs : Reinforced Steel, galvanized to SANS 121.

3.5 Construction

3.5.1 Each tent offered shall consist and incorporate the following :

a. Hipped roof type Marquee tent (5 meter x 5 meter)

i. The tent shall have a free-standing roof with vents.

ii. The tent shall have a minimum of four (4) detachable walls.

iii. The tent shall be supplied with a minimum of 12 wall poles.

iv. The tent shall have one (1) centre pole.



TENDERER'S OFFERS  
OR COMMENTS  
(refer paragraph 6.2)

3.6 Stowage

3.6.1 **Each** tent, complete with its ancillary accessories, shall be supplied in an easily carried and transportable, flame-retardant and rot proof canvas/PVC bag that shall be secured with SANS 1823 compliant touch and close fasteners.

3.7 Fire performance

3.7.1 All tent material shall be certified and required to exhibit resistance to burning or ignition in accordance with BS 7157.

3.7.2 It shall be treated with an approved fire/flame retardant substance.

3.7.3 The fire/flame retardant treatment shall not allow the tent material to burn under normal circumstances, i.e. it shall not be able to sustain its own combustion without the application of heat or flame from another source.

3.7.4 When burning, the material shall develop neither excessive smoke nor toxic fumes. At most, while an ignition source is being held against it, it may emit a vapour that shall remain well clear of ground level.

3.8 Fire certificate

3.8.1 Each consignment of tents delivered shall be supplied with a certificate that shall clearly state the fire retardant treatment standards, processes or specifications it is in accordance with. **FAILURE to comply herewith SHALL lead to the rejection of the consignment upon delivery.**

3.9 Corrosion prevention

3.9.1 All Steel components supplied with each tent shall be hot dip galvanized in accordance with SANS 121 for protection in a corrosive marine environment.

3.10 Instructions

3.10.1 Each tent shall be supplied with its own instructions, which shall clearly describe/illustrate the procedures to follow when pitching or dismantling the tent.

3.10.2 The instructions shall also clearly describe the appropriate storage manner and conditions.

3.11 Spares

3.11.1 All spare parts for the tents delivered shall be stocked and/or be readily available to the SA Navy from a local (RSA) dealership/agent for a **minimum** period of 10 years.

3.12 Workmanship

3.12.1 A good standard of workmanship shall be used in the manufacture of the item(s) offered.

3.12.2 Requirements shall, where applicable and practicable, cover attributes such as finish, uniformity, freedom of defects, sharp edges, burrs or any feature that can readily be verified by physical inspection to determine if the product is to be accepted or rejected.

3.13 Warranty

3.13.1 **Each** tent delivered, complete with its ancillary equipment and ancillary accessories, shall be covered by a 12-month comprehensive warranty from date of delivery to the designated SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order against all and any faulty parts, poor workmanship and/or design and shall exclude malicious and intentional damages.

3.13.2 All metal parts shall be covered by a 12-month anti-corrosion warranty from date of delivery to the designated SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order.

4. **QUALITY ASSURANCE**

4.1 Responsibility for Inspection.

4.1.1 Unless otherwise specified in the order or contract, the Contractor shall be responsible for the performance of all inspections required to ensure compliance with this specification.

4.1.2 Except as otherwise specified, the Contractor may utilise his own facilities or any accredited commercial laboratory and / or inspecting authority acceptable to the SA Navy authorities.

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

4.2 Inspection control.

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

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

4.2.3 The Contractor may inspect the finished items for compliance with this specification before submitting it to the SA Navy for final inspection.

**TENDERER'S OFFERS  
OR COMMENTS**  
*(refer paragraph 6.2)*

4.2.4 Before acceptance, the items shall have been inspected and tested by the SA Navy and be found to comply with the requirements of this specification.

.....

4.3 Acceptance.

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

.....

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

.....

4.4 Deviations.

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

.....

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

.....

5. **PREPARATION AND DELIVERY**

5.1 Packaging.

5.1.1 The items shall be delivered in a clean, dry and commercially acceptable condition and shall be so packed that it shall not be damaged in transit or storage.

.....

5.1.2 Unless otherwise specified in the order or contract, each item shall be packed in a suitable container.

.....

5.2 Marking.

5.2.1 A label attached to the item shall legibly and indelibly be marked with the following :

.....

- a. The manufacturer's trade name or trademark or both.
- b. Approved Item Name : TENT
- c. Relevant size : SEE TABLE 1
- d. The year of manufacture.
- e. The National Stock Number : SEE TABLE 1

.....

.....

.....

.....

.....

5.3 Containers.

5.3.1 Each container shall have a label securely attached to the outside at one end. This label shall be visible when the containers are stacked and shall provide the following information in legible and indelible marking :

- a. Manufacturer's name or trademark or both.
- b. Year of manufacture.
- c. Approved Item Name : TENT
- d. Relevant size : SEE TABLE 1
- e. Quantity.
- f. The National Stock Number : SEE TABLE 1

5.4 Documentation.

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

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

5.5 Additional marking.

5.5.1 Where so required by the SA Navy, manufactured items or containers shall bear information additional to those specified in paragraphs 5.2 and 5.3.

5.6 Delivery.

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

5.6.2 The SA Navy reserves the right to inspect item(s) upon delivery for damage(s) and where found, reject such items and demand corrective action from the Contractor.

TENDERER'S OFFERS  
OR COMMENTS  
(refer paragraph 6.2)

5.7 Data to be supplied.

5.7.1 The Contractor shall submit the following information :

a. Unit mass.

i. The measured mass of the item unencumbered by packing or packing material.

.....

b. Storage space.

i. The storage required for the item in order to provide maximum serviceability.

.....

6. **NOTES**

6.1 Definitions.

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

a. Acceptable.

i. Acceptable to the SA Navy's inspecting authorities.

b. Nominal.

i. Subject to the tolerances normal to good manufacturing practice.

6.2 Offers and comments.

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

6.2.2 It shall be a **MANDATORY** requirement for all tenderers to **provide a response on EACH and EVERY dotted line** under the "TENDERERS' OFFERS AND COMMENTS" column(s).

6.2.3 Tenderers shall acknowledge under the "TENDERERS' OFFERS AND COMMENTS" column(s) their compliance or non-compliance against requirements specified in the applicable paragraph(s) and sub-paragraph(s) by indicating with the words "**COMPLY / DO NOT COMPLY**", "**AGREE / DO NOT AGREE**", "**YES**" or "**NO**" or any other comprehensible form of acceptance or non-acceptance with that specified Responses such as "**N/A**" for "**NOT APPLICABLE**" and / or "**NOTED**" as well as **any abbreviations** (e.g. "**C / NC**" for "**COMPLY / NON-COMPLY**" or "**Y / N**" for "**YES / NO**") against any paragraph(s) and / or sub-paragraph(s) shall not be considered a valid response.

6.2.4 **Any line left open** shall result in the specification being **considered incomplete** and **SHALL** lead to the **immediate disqualification** of the individual tenderer.

RESTRICTED

6.2.5 In respect of the paragraph(s) and / or sub-paragraph(s) where the item(s) and / or service(s) offered are not in compliance with the requirement(s) specified, tenderers shall be required to indicate the non-compliance and shall list the deviation(s) from that stated / specified in the specification.

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

6.3 Validation.

6.3.1 The SA Navy reserves the right to confirm or validate with tenderers any aspect of this specification or feedback received during the technical evaluation phase. The SA Navy also reserves the right to obtain a demonstration model(s) for evaluation purposes.

6.4 Purpose.

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

6.5 Documentation.

6.5.1 This specification and any relevant drawings, patterns or demonstration model(s) or any other information issued in conjunction herewith, may only be used for specific enquiries and tenders or orders placed by the South African Navy or its authorized representatives.

6.6 Authorization.

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



**SOUTH AFRICAN NAVY**

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

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

**TITLE:** SPECIFICATION FOR THE SUPPLY OF A **BOW TENT**, COMPLETE WITH EXTENDED VERANDA AND ACCESSORIES, FOR THE SA NAVY.

**NATIONAL STOCK NUMBER:** SEE TABLE 1  
**DOCUMENT NUMBER:** 98340-613006001-224001  
**COMPUTER FILE NAME:** 98340\2505018a.doc  
**ISSUE DATE:** 30 MAY 2025  
**DATE OF ORIGINAL ISSUE:** 01 DECEMBER 2014  
**COPY NUMBER:** .....

NAVAL ENGINEERING SECTION  
30 MAY 2025  
ITEM SPECIFICATION

# APPROVAL

**Compiled By:**

J. J. BESTER

J. J. BESTER  
Signature

Chief Industrial Technician  
Designation

01 DECEMBER 2014  
Date

**Checked By:**

K. J. HONEY

K. J. HONEY  
Signature

Chief Industrial Technician  
Designation

01 DECEMBER 2014  
Date

**Approved By:**

B. W. MVOVO : Cdr

pp J. J. BESTER  
Signature

SO (NES) : Engineering  
Designation

01 DECEMBER 2014  
Date

**Configuration:**

.....	.....	.....
Signature	Designation	Date

**Understand / Accept:**

.....	.....	.....
Signature	Designation	Date
.....	.....	.....
Signature	Designation	Date
.....	.....	.....
Signature	Designation	Date
.....	.....	.....
Signature	Designation	Date

**Responsible Authority:** Item Specification Section, Naval Engineering Section



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1. SCOPE

1.1 General

1.1.1 This specification relates to the manufacture and supply of a bow tent. This specification also governs the testing, acceptance, construction, maintenance, quality and safety thereof.

1.2 Purpose

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

1.3 Mandatory requirement

1.3.1 For guidance on completion of this tender specification, all tenderers are to adhere to the instructions given in **paragraph 6.2** of this specification.

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

1.4 Item name

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

TENT

2. APPLICABLE DOCUMENTS

2.1 General

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

2.2 SA Government documents

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

2.2.2 This document is available from the Secretary for Defence (Attention : Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001, or from any of the Department's Procurement entities.

2.3 SA Navy documents

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

2.4 Standards/Specifications

2.4.1 BS 7157 : Method of testing for ignitability of fabrics used in the construction of large tented structures.

2.4.2 SANS 121 : Hot dip galvanized coatings on fabricated iron and steel articles – Specifications and test methods.

TENDERER'S OFFERS  
OR COMMENTS  
(refer paragraph 6.2)

.....  
.....

**TENDERER'S OFFERS  
OR COMMENTS**  
(refer paragraph 6.2)

- 2.4.3 SANS 1351 : Canvas tentage and tarpaulin webbing.
- 2.4.4 SANS 1703 : Shade netting.
- 2.4.5 SANS 1823 : Touch and close fasteners.
- 2.4.6 SANS CKS 129 : Colours for textiles.
- 2.4.7 SANS CKS 629 : Processed and low-flammable Polyester canvas.
- 2.4.8 SANS CKS 637 : Tents (Hip-roof, cottage, bow and bell types).

**3. REQUIREMENTS**

**3.1 General**

- 3.1.1 The manufacture of the item(s) shall be in accordance with the documentation referred to in paragraph 2.4.
- 3.1.2 Unless otherwise stated, all dimensions are indicated in millimetres.
- 3.1.3 All queries regarding design parameters and manufacturing details shall be referred directly to the Item Specification Section, Naval Engineering Section, Fleet Command, Simon's Town - Telephone no.: 021 787 4387.

**3.2 Tenderers' qualification**

- 3.2.1 **ALL** tenderers, **including** Third Parties tendering, shall submit a product catalogue with this tender specification upon submission of tender documentation.
- 3.2.2 The submitted product catalogue shall give detailed information on the item(s) offered. Tenderers shall also indicate where such items may be viewed if so required by the SA Navy.

**NOTE : FAILURE to submit detailed product catalogue with tender specification SHALL lead to the immediate disqualification of the individual tenderer.**

**3.3 Sizes**

- 3.3.1 The tent shall be of the bow type and shall have the approximate sizes and colour as stipulated in TABLE 1 below.

**TABLE 1 : NSN's and nominal tent sizes (meters\*).**

Item	National Stock Number	Size* (l x b x h)	Colour	SANS CKS 129 Colour Code
1	8340-18-178-8457	3 x 3 x 2,1	Olive Drab Green	86c

\*NB : Subject to a tolerance of ± 30 mm.

3.4 Materials

3.4.1 The materials used in the manufacture of offered tent shall comply with the following requirements :

a. Tenting

i. Material

- 1) Roof, walls and canvas top : Proofspun Polyester ripstop canvas. Canvas to be fire retardant treated, UV resistant, rot/mould proof, 100 % waterproof as well as colourfast.
- 2) Groundsheet : Polyvinyl chloride (PVC)
- 3) Mosquito gauze : Code 50 shade netting (Monofilament yarns only) to SANS 1703

ii. Material weight.

- 1) Roof, walls and canvas top : 430 to 470 g/m<sup>2</sup>
- 2) Ground sheet : 530 to 570 g/m<sup>2</sup>
- 3) Mosquito gauze : 120 to 130 g/m<sup>2</sup>

- b. Frame : Spring Steel
- c. Veranda supporting poles : Mild Steel tubing, galvanized to SANS 121
- d. Guide ropes : To manufacturer's specifications.
- e. Anchor pegs / stakes : Reinforced Steel, galvanized to SANS 121

3.5 Construction.

3.5.1 The offered tent shall incorporate and be made-up as follows :

- a. The tent shall be a one-piece bow type tent, complete with built-in groundsheet.
- b. The tent shall be suspended on a Spring Steel frame

**TENDERER'S OFFERS  
OR COMMENTS**  
(refer paragraph 6.2)

- c. The tent shall be supplied with a waterproof canvas top cover with extended veranda, complete with at least two (2) galvanized veranda support poles, anchor stakes, guide ropes and /or bracing lines
- d. The tent shall have three (3) large windows, each with mosquito gauze, heavy-duty zip and outer waterproof storm flap.
- e. The tent's entrance shall incorporate a mosquito gauze flap with heavy-duty zip as well as outer waterproof flap.
- f. All seams shall be stitched as well as taped to prevent leaking.
- g. The tent shall have unobstructed floor space and shall comfortably accommodate a minimum of three (3) to a maximum of four (4) persons with sleeping bags.
- h. The tent shall be supplied with an adequate number of galvanized anchor pegs.
- i. The tent shall incorporate a water column of 500 mm **minimum** height (i.e. be capable of withstanding 500 mm depth floodwater before leakage shall occur).
- j. Each tent shall be supplied with a 5-pound hammer with wooden handle for driving in the Steel pegs.

3.6 Stowage

3.6.1 **Each** tent, complete with its ancillary accessories, shall be supplied in an easily carried and transportable, flame-retardant and rot proof canvas/PVC bag that shall be secured with SANS 1823 compliant touch and close fasteners.

3.7 Fire performance

3.7.1 All tent material shall be certified and required to exhibit resistance to burning or ignition in accordance with BS 7157.

3.7.2 It shall be treated with an approved fire/flame retardant substance.

3.7.3 The fire/flame retardant treatment shall not allow the tent material to burn under normal circumstances, i.e. it shall not be able to sustain its own combustion without the application of heat or flame from another source.

3.7.4 When burning, the material shall develop neither excessive smoke nor toxic fumes. At most, while an ignition source is being held against it, it may emit a vapour that shall remain well clear of ground level.

TENDERER'S OFFERS  
OR COMMENTS  
(refer paragraph 6.2)

3.8 Fire certificate

3.8.1 Each consignment of tents delivered shall be supplied with a certificate that shall clearly state the fire retardant treatment standards, processes or specifications it is in accordance with. **FAILURE to comply herewith SHALL lead to the rejection of the consignment upon delivery.**

3.9 Corrosion prevention

3.9.1 All Steel components supplied with each tent shall be hot dip galvanized in accordance with SANS 121 for protection in a corrosive marine environment.

3.10 Instructions

3.10.1 Each tent shall be supplied with its own instructions, which shall clearly describe/illustrate the procedures to follow when pitching or dismantling the tent.

3.10.2 The instructions shall also clearly describe the appropriate storage manner and conditions.

3.11 Spares

3.11.1 All spare parts for the tents delivered shall be stocked and/or be readily available to the SA Navy from a local (RSA) dealership/agent for a **minimum** period of 10 year.

3.12 Workmanship

3.12.1 A good standard of workmanship shall be used in the manufacture of the item(s) offered.

3.12.2 Requirements shall, where applicable and practicable, cover attributes such as finish, uniformity, freedom of defects, sharp edges, burrs or any feature that can readily be verified by physical inspection to determine if the product is to be accepted or rejected.

3.13 Warranty

3.13.1 **Each** tent delivered, complete with its ancillary equipment and ancillary accessories, shall be covered by a 12-month comprehensive warranty from date of delivery to the designated SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order against all and any faulty parts, poor workmanship and/or design and shall exclude malicious and intentional damages.

3.13.2 All metal parts shall be covered by a 12-month anti-corrosion warranty from date of delivery to the designated SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order.

TENDERER'S OFFERS  
OR COMMENTS  
(refer paragraph 6.2)

4. **QUALITY ASSURANCE**

4.1 Responsibility for Inspection

4.1.1 Unless otherwise specified in the order or contract, the Contractor shall be responsible for the performance of all inspections required to ensure compliance with this specification.

4.1.2 Except as otherwise specified, the Contractor may utilise his own facilities or any accredited commercial laboratory and / or inspecting authority acceptable to the SA Navy authorities.

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

4.2 Inspection control

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

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

4.2.3 The Contractor may inspect the finished items for compliance with this specification before submitting it to the SA Navy for final inspection.

4.2.4 Before acceptance, the items shall have been inspected and tested by the SA Navy and be found to comply with the requirements of this specification.

4.3 Acceptance

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

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

4.4 Deviations

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

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



**TENDERER'S OFFERS  
OR COMMENTS**  
*(refer paragraph 6.2)*

- b. Where applicable, the Inspection Certificate(s).
- c. Fire certificate(s).
- d. A copy of the invoice showing the following :
  - i. The order number.
  - ii. A full description of the consignment. That is item, size and quantity etc.

5.5 Additional marking

5.5.1 Where so required by the SA Navy, manufactured items or containers shall bear information additional to those specified in paragraphs 5.2 and 5.3.

5.6 Delivery

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

5.6.2 The SA Navy reserves the right to inspect item(s) upon delivery for damage(s) and where found, reject such items and demand corrective action from the Contractor.

5.7 Data to be supplied

5.7.1 The Contractor shall submit the following information :

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

6. **NOTES**

6.1 Definitions

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

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

## 6.2 Offers and comments

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

6.2.2 It shall be a **MANDATORY** requirement for all tenderers to **provide a response on EACH and EVERY dotted line** under the "TENDERERS' OFFERS AND COMMENTS" column(s).

6.2.3 Tenderers shall acknowledge under the "TENDERERS' OFFERS AND COMMENTS" column(s) their compliance or non-compliance against requirements specified in the applicable paragraph(s) and sub-paragraph(s) by indicating with the words "**COMPLY / DO NOT COMPLY**", "**AGREE / DO NOT AGREE**", "**YES**" or "**NO**" or any other comprehensible form of acceptance or non-acceptance with that specified Responses such as "**N/A**" for "**NOT APPLICABLE**" and / or "**NOTED**" as well as **any abbreviations** (e.g. "**C / NC**" for "**COMPLY / NON-COMPLY**" or "**Y / N**" for "**YES / NO**") against any paragraph(s) and / or sub-paragraph(s) shall not be considered a valid response.

6.2.4 **Any line left open** shall result in the specification being **considered incomplete and SHALL** lead to the **immediate disqualification** of the individual tenderer.

6.2.5 In respect of the paragraph(s) and / or sub-paragraph(s) where the item(s) and / or service(s) offered are not in compliance with the requirement(s) specified, tenderers shall be required to indicate the non-compliance and shall list the deviation(s) from that stated / specified in the specification.

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

## 6.3 Validation

6.3.1 The SA Navy reserves the right to confirm or validate with tenderers any aspect of this specification or feedback received during the technical evaluation phase. The SA Navy also reserves the right to obtain a demonstration model(s) for evaluation purposes.

## 6.4 Purpose

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

## 6.5 Documentation

6.5.1 This specification and any relevant drawings, patterns or demonstration model(s) or any other information issued in conjunction herewith, may only be used for specific enquiries and tenders or orders placed by the South African Navy or its authorized representatives.

## 6.6 Authorization

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



## **PRODUCT CATALOGUE FOR HIPPED TENT 5M X 5M**

**Product catalogue for Hipped Tent 5mx5m:** Bidder must submit a product catalogue with detail information on the Hipped Tent 5mx5m offered.

**Failure to submit the product catalogue will invalidate this offer.**

**Appendix K**

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

**Appendix K**



## **PRODUCT CATALOGUE FOR HIPPED TENT 5M X 10M**

**Product catalogue for Hipped Tent 5mx10m:** Bidder must submit a product catalogue with detail information on the Hipped Tent 5mx10m offered.

**Failure to submit the product catalogue will invalidate this offer.**

**Appendix L**

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

**Appendix L**



## **PRODUCT CATALOGUE FOR BOW TENT COMPLETE WITH EXTENDED VERANDA 3MX3M**

**Product catalogue for Bow Tent complete with extended veranda  
3mx3m:** Bidder must submit a product catalogue with detail information on  
the Bow Tent complete with extended veranda 3mx3m offered.

**Failure to submit the product catalogue will invalidate this offer.**

**Appendix M**

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

**Appendix M**



## **PRODUCT CATALOGUE FOR HIPPED TENT 5M X 5M**

**Product catalogue for Hipped Tent 5mx5m:** Bidder must submit a product catalogue with detail information on the Hipped Tent 5mx5m offered.

**Failure to submit the product catalogue will invalidate this offer.**

**Appendix K**

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

**Appendix K**

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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