

RESTRICTED



logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

CPSC/B/135/2026

Telephone: 012 649-6700/6642
Fax: 012 649-6687
Email: winnie.ratshilavhi@dod.mil.za
Enquiries: Warrant Officer W. Ratshilavhi

Department of Defence
(Logistic Support Formation)
Central Procurement Service Centre
Eco-Origin Office Park, Block E
349 Witch Hazel Avenue
Eco Park, Centurion
0157
12 August 2026

Sir/Madam

INVITATION BID NUMBER: CPSC/B/135/2026 OUTSOURCING OF SERVICE PROVIDER FOR PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM OF CAPS CAMOUFLAGE FOR THE SOUTH AFRICAN ARMY HEADQUARTERS

**DELIVERY POINT: DOD MOBILISATION CENTRE, BLOEMFONTEIN
CLOSING TIME FOR BID: 11:00 AM ON 02 SEPTEMBER 2026**

1. You are hereby invited to furnish this Department with a bid for the supply of the above-mentioned items as per attached documents. The documents, you should be in possession of are; This Cover Letter, SBD 1, SBD 3 (Pricing Schedule), Group Questionnaire, Specification (if applicable), SBD 4, SBD 6.1, Sub-Contractor Form and Vetting and Screening.
2. **THE FOLLOWING CONDITIONS MUST BE STRICTLY ADHERED TO; FAILURE TO ADHERE TO ALL THE CONDITIONS LISTED BELOW WILL INVALIDATE YOUR BID:**
 - a. Bidders are requested to complete all Standard Bidding Documents (SBD's) in full.
 - b. Please note that any scratches or using of tippex is not allowed on the pricing schedule or SBD 3.
 - c. A Group Questionnaire must be submitted with the bid documents and be fully complete. Failure to fully complete the group questionnaire will invalidate the bid.



Lefapha la Boiphemelo Umnyango wezokuVikela . Kgoro ya Tshireletso . Sebe lezoKhuselo . Department of Defence . Mhusho wa Tsinledzo
UmNyango WezokuVikela . Ndzwulo ya swa Ysireheleri . Lefapha la Tshireletso . Departement van Verdediging . LiTiko leTekuvikela



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**INVITATION BID NUMBER: CPSC/B/135/2026 OUTSOURCING OF SERVICE
PROVIDER FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM
CAPS CAMOUFLAGE FOR THE SOUTH AFRICAN ARMY HEADQUARTERS**

- d. **A sealed two separate envelope system must be adhered to: one envelope for technical proposal must be dropped in the bid box and one envelope for price proposal (SBD3) must be submitted at Warrant Officer M.S. Maganedisa's office. The envelopes must be labelled correctly. Submission of one envelope will invalidate your bid.**
3. The conditions contained in General Bid Conditions (GBC), General Conditions of Contract (GCC) and all the attached forms will apply to your Bid.
4. Kindly bid by completing the relevant forms, redirect to the **DEPARTMENT OF DEFENCE, LOGISTIC SUPPORT FORMATION, CENTRAL PROCUREMENT SERVICE CENTRE** to reach the bid receipt office not later than the closing date and time, or deposit in the bid box in the security office at the **Main Entrance Central Procurement Service Centre, Eco-Origin Office Park, Block E, 349 Witch Hazel Avenue, Eco Park, Centurion before the closing date and time.**
5. Please note that the bid box will be closed daily between 11:00am and 12:00am. Bids can be handed in at the CPSC Bid Receipt Section Ground Floor during this period. However, if the bid is late it will as a rule not be accepted for consideration.
6. The following persons can be contacted regarding the following aspects of this Bid only during office hours:
 - a. **Completion of Bid Document: Warrant Office M.E. Marimane (012) 649 6610**
 - b. **Technical Information: Major P.P. Magagula 072 352 9007**
7. Kindly take note that according to Government Gazette No 9544 Vol 552 dated 08 June 2011 No 34350, all bidders must submit their B-BBEE status level certificates together with their bids. Should the certificate not be submitted, a zero (0) point will be allocated.

Yours Sincerely



(CAPTAIN M.G. MMEKWA)

OFFICER COMMANDING CENTRAL PROCUREMENT SERVICE CENTRE: COLONEL

RESTRICTED



**OUTSOURCING OF SERVICE PROVIDER FOR THE
PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM
CAPS CAMOUFLAGE FOR THE SOUTH AFRICAN ARMY
HEADQUARTERS**

CPSC/B/135/2026

VALIDITY: 90 Days

CLOSING DATE AND TIME:..... 2026 at 11H00

INDEX

Section A: Bid General Information

Contact Information
Bid Submissions
Standard Bid Documents
Briefing Session (Compulsory briefing session will be held)

Section B: Bid Adjudication Information

Central Supplier Database (CSD) Full Report
Evaluation Criteria
Sub-contractors
Certificates

Section C: Requirement and Contract Information

General Bid Conditions (GBC): Department of Defence
General Conditions of Contract (GCC): National Treasury
Special Conditions of Contract (SCC): National Treasury
Special Conditions of Contract (SCC): End -User
Specifications/Scope of Work

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 2 of 48
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SECTION A:
BID GENERAL INFORMATION

Contact Information

Bid Submissions

Standard Bid Documents

Briefing Session (Compulsory briefing session will be held)

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 3 of 48
---	-----------------------------	-------------------	--------------

CONTACT INFORMATION

1. Technical Information:

Maj P.P. Magagula

Office Tel No: (012) 355 1666/1120

Cell Number:

2. Information regarding the Bid Document or Bidding Process:

WO1 M.E. Marimane

Office Tel No: (012) 649 6658

Fax No: (012) 649 6645

L/Cpl P.T. Makwana

Office Tel No: (012) 649 6628

3. Contract Management: (After awarding of contract)

Major M.E. Mukhanu

Office Tel No: (012) 649 6726

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 4 of 48
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BID SUBMISSIONS

4. Closing period of bid : 5 to 6 weeks
5. Closing date and time :2026 at 11h00
6. Validity of bid : 90 days
7. Address for depositing of bid documents:

Street: Central Procurement Service Centre
Eco-Origin Office Park
Block E
349 Witch Hazel Park Eco-park
Centurion

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 5 of 48
--	---	--------------------------	---------------------

STANDARD BID DOCUMENTS (SBD)

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 6 of 48
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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	CPSC-B-135-2026	CLOSING DATE:	02 SEPTEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	INVITATION BID NUMBER: CPSC/B/135/2026 OUTSOURCING OF SERVICE PROVIDER FOR PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM OF CAPS CAMOUFLAGE FOR THE SOUTH AFRICAN ARMY HEADQUARTERS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Central Procurement Service Centre					
Eco-Origin Office Park, Block E					
349 Witch Hazel Avenue					
Eco Park, Centurion					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Capt M.G. Mmekwa		CONTACT PERSON	Major P.P. Magagula	
TELEPHONE NUMBER	(012) 649-6642/6700		TELEPHONE NUMBER	072 352 9007	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	mmantwa.mmekwa@dod.mil.za		E-MAIL ADDRESS	n/a	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-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:



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : CPSC/B/135/2026

Author: W Ratshilavhi
Date: 08/12/2026 11:15:07

PRICING SCHEDULE

Bid No. CPSC/B/135/2026
Document No: 0000637864
Description: OUTSOURCING OF SERVICE PROVIDER FOR THE PRODUCTION OF OUTWAER MEN'S CUT, MAKE AND TRIM CAPS CAMOUFLAGE FOR THE SOUTH AFRICAN ARMY HEADQUARTERS
Currency: ZAR
Closing Date: 2026/09/02 11:00:00
Status: Created
Validity Days:
Document Type: Request for Bid Open
Company Name:
Attention:
Tel No:
Fax No:
Cell No:
Email:

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	18-019-3707	TOTAL COST FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM CAP, CAMOUFLAGE PATTERN; SA ARMY; FIELD DRESS: SIZE 56, AS PER ATTACHED SCOPE OF WORK	DOD MOB CENTRE		Each	
		Line Comment	Lead Time	Quantity Required	Quantity Available	
				1000		
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-019-3708	TOTAL COST FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM CAP, CAMOUFLAGE PATTERN; SA ARMY; FIELD DRESS: SIZE 57, AS PER ATTACHED SCOPE OF WORK	DOD MOB CENTRE		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			2100		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

2

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-019-3709	TOTAL COST FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM CAP, CAMOUFLAGE PATTERN; SA ARMY; FIELD DRESS: SIZE 58, AS PER ATTACHED SCOPE OF WORK	DOD MOB CENTRE		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			2500		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

3

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-019-3711	TOTAL COST FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM CAP, CAMOUFLAGE PATTERN; SA ARMY; FIELD DRESS: SIZE 60, AS PER ATTACHED SCOPE OF WORK	DOD MOB CENTRE		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1900		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4

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5

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
18-019-3710	TOTAL COST FOR THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM CAP, CAMOUFLAGE PATTERN; SA ARMY; FILED DRESS: SIZE 59, AS PER ATTACHED SCOPE OF WORK	DOD MOB CENTRE		Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			2500		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on Websites () or attached.
The awarding of the price quotation as determined by (Department of 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:

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

Attachment Description

Attachment File Name

CENTRAL PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: **02 SEPTEMBER 2026**

BID NUMBER: **CPSC/B/135/2026**

CLOSING TIME OF BID: **11:00 AM**

NAME OF BIDDER: _____

VALIDITY: **90 DAYS**

GROUP QUESTIONNAIRE	
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Tick the applicable box

Period (in days) required to complete Delivery?

.....

Please state percentage profit before tax?

.....

The Department of Defence Prefers Firm Prices.
Price Firm.

YES ☐ NO ☐

Delivery Period Firm.

YES ☐ NO ☐

Comply to description as requested?

YES ☐ NO ☐

If not, state deviations.

.....

.....

.....

.....

Will a Government Order be accepted?

YES ☐ NO ☐

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

YES ☐ NO ☐

Vat Registration Number:

Company Registration number:

Confirm that in the event of a contract be
concluded, it will be in terms of General Bid
Conditions and General Conditions of contract,
the contents of which you are fully acquainted
with. Copies are available from the National
Treasury Website (www.treasury.gov.za)

YES ☐ NO ☐

If a trade discount is offered, is it included in
the price?

YES ☐ NO ☐

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

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

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

The obligation to pay sub-contractors is my
responsibility.

YES ☐ NO ☐

It is your responsibility to make a copy of your
completed Quotation document. The
Department of Defence will not make copies of
Bid Documents after the closing date and time.
Is this noted?

YES ☐ NO ☐

Has a valid current dated Central Suppliers
Database (CSD) Registration Report been
submitted? Is this noted?

YES ☐ NO ☐

SECTION B:
BID ADJUDICATION INFORMATION

Central Supplier Database (CSD) Full Report

Evaluation Criteria

Sub-contractors

Registration Authority Compliance

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 7 of 48
---	-----------------------------	-------------------	--------------

CSD FULL REPORT

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 8 of 48
--	--	------------------------------	-------------------------

EVALUATION CRITERIA

ADMINISTRATIVE AND MANDATORY CRITERIA

Omitted information. The Department of Defence (DOD) reserves the right to call the supplier to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information. **(Refer to General Bid Condition par 36)**

1. **Phase 1:** Compliance to the mandatory requirements will be done by CPSC Bid Evaluation Committee. Bidders that do not fully comply with the criteria may be eliminated / excluded and will not go to the next phase.

Ser No	Criteria	Yes	No
	a	b	c
1	Standard Bid Documents (SBDs) 1, 3.1, 4, 6.1 Bidders are required to complete and sign any of the SBD documents attached and submit them in their originality by the closing date and time.		
2	Central Suppliers Database. Bidder/s must submit the latest valid CSD registration full report and it must reflect the following details of the directors, in business status and banking details.		
3	Submission of Two envelope system: Bidder are required to submit STRICTLY Two (2) separate properly sealed envelopes, clearly marked, Company stamp, Company name, Bid number and closing date. THESE ENVELOPES MUST BE SUBMITTED TO BID RECEIPT OFFICE AT CENTRAL PROCUREMENT SERVICE CENTRE. ENVELOPE 1. PRICE PROPOSAL It must contain SBD3 (Price Schedule). Price Breakdown must also be included. ENVELOPE 2. TECHNICAL PROPOSAL It must contain all other documents (except price schedule and price breakdown). Failure to submit this as required above will invalidate the bid.		
4	Briefing Session Certificate. Failure to attend the briefing session meeting and submit the fully completed original site meeting certificate by the closing date and time will invalidate the bid.		
5	Compliance to Special Conditions of Contract (SCC) and Scope of work (SOW). Bidders are to submit a written confirmation that they will comply with the SCC and SOW. Failure to submit this confirmation will invalidate the bid.		
6	Vetting Form. Failure by the bidding company to complete and enclose the attached security vetting form will invalidate your bid.		

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 9 of 48
--	-----------------------------	-------------------	--------------

Ser No	Criteria	Yes	No
	a	b	c
7	<u>Certificates of Compliance by Sub-Contractors.</u> Failure to submit an original certificate of compliance by any/all sub-contractor(s) as declared on the SBD6.1 will invalidate your bid. NB: SUB-CONTRACTING NOT ALLOWED.		
8	<u>Compliance to South African National Standards (SANS).</u> Bidders are to verify in writing that they will comply with SANS (10004, 70, 142, 432, SANS 105-B02/ISO 105-B02, SANS 105-C10/ISO 105-C10, SANS 105-E04/ISO 105-E04, CKS 129, 960, 1309, 1362, 2061, 5275, 5278, SANS 8499/ISO 8499, 10004, 10011, 10076-4). Failure to submit such certification will invalidate your bid.		
9	<u>Garment/Cut and Sew/Apparel Factory.</u> Bidders are required to provide proof of lease agreement or ownership in the name of the company with physical address on it. Failure to provide such proof will invalidate your bid.		
10	<u>Security.</u> Bidders are required to submit a contract of 24hrs armed respond accredited by PSIRA. Failure to submit such contract will invalidate your bid.		
11	<u>Insurance.</u> Bidders are required to provide proof of business insurance from accredited insurance provider. Failure to provide such proof will invalidate your bid.		

FUNCTIONALITY CRITERIA

EVALUATION GUIDELINES FOR FUNCTIONALITY

2. **Phase 2 Step1:** Compliance to functionality and scope of work. Bidders not excluded or invalidated based on Phase 1 **Mandatory Criteria** will be considered for Phase 2. In phase 2 Step 1 the bids will be adjudicated based on customer references and testimonials with a maximum total of Ten (10) points allocated for functionality. Bidders must achieve a minimum functionality score of 80% on Phase 2 Step 1 to be considered for Phase 2 Step 2 of evaluation. All bidders who score less than 80% (**08 points**) on Phase 2 Step 1 will be excluded from the next Phase, Phase 2 Step 2 of the evaluation.

<u>Phase 2 Step 1 Functionality Criteria:</u>	Total score
Referrals	10

1	Customer References and Testimonials: Bidders shall be evaluated out of total score of Ten (10) points for reference.		/10
	Customer References and Testimonials (Bidders will be awarded out of a total of Ten (10) points for submission of positive client references from similar projects)	/10	
	a. The Bidder will be awarded Ten (10) points for submission of atleast three (3) positive client references from similar projects.	/10	

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 10 of 48
--	-----------------------------	-------------------	---------------

b. The Bidder will be awarded Eight (08) points for submission of two (2) positive client references from similar projects.	/08	
c. The Bidder will be awarded Six (06) points for submission of one (1) positive client references from similar projects.	/06	
d. The Bidder will be awarded Zero (0) points for non-submission of any proof.	/00	
Total Functionality (Bidder must achieve 80% threshold in this criteria)		/10

3. **Phase 2 Step 2:** Compliance to functionality and scope of work. Bidders not excluded or invalidated based on Phase 2 Step1 **Functionality Criteria** will be considered for Phase 2 Step 2. In phase 2 Step 2 the bids will be adjudicated based on the following criteria with a maximum total of Nine (09) points allocated for functionality. Bidders must achieve a maximum functionality score of 100% on Phase 2 Step 2 to be considered for the next Phases of evaluation. All bidders who score less than 100% (**09 points**) on Phase 2 Step 2 will be excluded from the next two phases, Phase 3 and 4 of the evaluation.

Phase 2 Functionality Criteria:	Total score
Samples	09

Phase 2: Functionality Criteria:				Total
	Functionality Criteria			
1	Samples: Bidders shall be evaluated with the total of Nine (09) points according to the required samples as per attached specification/scope of work.			/09
	<u>The Caps To Be Free From:</u>			
	a. Defects, that affect their appearance or may affect their serviceability (or both).	/01		
	b. Marks.	/01		
	c. Spots.	/01		
	d. Stains, incurred in the making-up.	/01		
	<u>Seams And Stiches To be:</u>			
	a. Smooth and uniform.	/01		
	b. Twists, pleats and puckers.	/01		
	c. Sufficiently extensible to avoid seam cracking and undue shrinkage in use.	/01		

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 11 of 48
--	-----------------------------	-------------------	---------------

<u>Ends Of Sewing Shall Be:</u>				
a. Trimmed and loose threats must be removed.		/01		
b. Back-tacked if unsecured.		/01		
Total Functionality (Bidder must achieve 100% threshold in this criteria)				09

Bidders will be shortlisted during site inspection. Shortlisted bidders will be required collect the sample at a given date from the following address:

SA Army Headquarters
981 Dequar Road
Salvokop
Pretoria
0002

4. **Phase 3:** Price.

Phase 3	Price. (The Requirement will be according to the 80/20 principle)	80/20
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5. **Phase 4:** SBD 6.1 Specific goal allocation points (Bidders to tick only one relevant column).

Status Level	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Level 1	51% owned by Black Women Military Veterans or 51% owned by Black Youth or 51% owned by Black People with Disability	10	20		

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 12 of 48
--	-----------------------------	-------------------	---------------

Level 2	51% owned by Black Male Military Veterans or 51% owned by People with Disability or 51% owned by Black Women EMEs	8	18		
Level 3	51% owned by Women Military Veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military Veterans or 51% owned by Youth or 51% owned by any other EME'S or 51% owned by Black Male QSEs or	4	14		

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 13 of 48
---	-----------------------------	-------------------	---------------

	51% owned by Women QSEs				
Level 5	51% owned by any other QSEs	2	12		
Level 6	Not Applicable				
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

6. Thereafter the points achieved are used in the application of the Preference Point System as per the Specific goals allocation points.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 14 of 48
---	-----------------------------	-------------------	---------------

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR

**THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID DOCUMENTS
IN THE ORIGINAL BY THE SUB-CONTRACTOR**

BIDDERS NAME: _____

SUB-CONTRACTOR'S NAME: _____

Delete whichever is not applicable.

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

_____ obtained a quotation from me/us to
supply and deliver the item(s)/service(s) listed in Bid no _____
Section/s _____ on their behalf to the DOD.

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid and meet all the delivery requirements for the duration of the contract and will comply with the minimum supply and delivery standards. We confirm that we have seen and will comply with the product specifications.

I/we, the sub-contractor/s have been licensed with the Local Authority and am/are in possession of a Certificate of Acceptability from the Local Authority. (Copy attached/not attached)

I/we, the Sub-Contractor/s hereby authorise the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person:

Address of Sub-Contractor: _____

Tel No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____

Date: _____

2. _____

Date: _____

Prepared by: TSS Approved by: <u>CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 15 of 48
---	-----------------------------	-------------------	---------------

SECTION C: REQUIREMENT AND CONTRACT INFORMATION

General Bid Conditions (GBC): Department of Defence

General Conditions of Contract (GCC): National Treasury

Special Conditions of Contract (SCC): National Treasury

Special Conditions of Contracts (SCC): End-User

Specification

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 16 of 48
---	-----------------------------	-------------------	---------------

GENERAL BID CONDITIONS

DEPARTMENT OF DEFENCE

GENERAL BID CONDITIONS
(GBC)

TABLE OF CLAUSES

1. Definitions.
2. Application.
3. Availability.
4. Approved list of bidders.
5. Preparation of bids.
6. Charge for bid documents.
7. Samples.
8. Alternative offers.
9. Partial bids.
10. Bid prices and delivery periods.
11. Validity periods.
12. Closing of bids.
13. Lodging of bids.
14. Open bids or unnumbered envelopes.
15. Opening of bids.
16. Late bids.
17. Consideration of bids.
18. Award of bids.
19. Quantities other than specified.
20. Bidder's incorrect information.
21. Notification of awards.
22. Furnishing of bid information.
23. Amendment or withdrawal of bid.
24. Changed Requirement.
25. Co-ordinated Activities.
26. Contractor's Personnel.
27. Value Added Tax (VAT).
28. Damage Compensation.
29. Waiver.
30. Severability.
31. Sub-contracting.
32. Awarding of the bid.
33. Liability Insurance

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 17 of 48
---	-----------------------------	-------------------	---------------

- 34. Failure to Comply.
- 35. Vetting Form.
- 36. Omitted information.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 18 of 48
--	--	------------------------------	--------------------------

GENERAL BID CONDITIONS

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

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

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

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 19 of 48
---	-----------------------------	-------------------	---------------

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

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

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 20 of 48
---	-----------------------------	-------------------	---------------

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 21 of 48
---	-----------------------------	-------------------	---------------

Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

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

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

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

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

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

16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the address appearing on the envelope.

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

- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
- b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
- c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 22 of 48
---	-----------------------------	-------------------	---------------

adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.

- d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and comparison of bids done on the basis of points earned through the preferential point system.
- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
- f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
- g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
- h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
- i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.

18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:

- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
- b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
 - i. Bidders offering firm bid prices as well as firm delivery periods.
 - ii. Supplies provided and services rendered from resources available within the Republic.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 23 of 48
---	-----------------------------	-------------------	---------------

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

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

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

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

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

22. **Furnishing of Bid Results**

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 24 of 48
---	-----------------------------	-------------------	---------------

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

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

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

26. **Contractor's personnel:**

a. **Identification.** To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

- i. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
- ii. Personnel will wear identifiable uniforms whilst on duty.

b. **Attitude towards Safety, Health, Security and Service Delivery.** Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilize such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

c. **Name List.** The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicate to the designated official without delay.

d. **Personnel on Site.** The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefore be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 25 of 48
--	-----------------------------	-------------------	---------------

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

28. **Damage compensation.**

a. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

b. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

c. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

d. The Department of Defence and its employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

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

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

31. **Sub-contracting.** In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. **Prior Approval.** Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any sub-contractor.
- b. **Payment.** The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 26 of 48
---	-----------------------------	-------------------	---------------

32. **Awarding of the bid.** The DOD reserves the right to contract only a part of the contract or split the awarding of the contract to more than one bidder.

33. **Liability insurance.** The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.

34. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

35. **Vetting Form.** Shortlisted bidders will be required to complete security vetting form.

36. **Omitted information.** The Department of Defence (DOD) reserves the right to call the supplier to come to complete omitted information or to clarify any matters relating to the bid. In instances where the omitted information does not affect competitiveness, the bidder shall be formally invited to furnish such information.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 27 of 48
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GENERAL CONDITIONS OF CONTRACT

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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 28 of 48
--	-----------------------------	-------------------	---------------

TABLE OF CLAUSES

1. Definitions.
2. Application.
3. General.
4. Standards.
5. Use of contract documents and information; inspection.
6. Patent rights.
7. Performance security.
8. Inspections, tests and analysis.
9. Packing.
10. Delivery and documents.
11. Insurance.
12. Transportation.
13. Incidental services.
14. Spare parts.
15. Warranty.
16. Payment.
17. Prices.
18. Contract amendments.
19. Assignment.
20. Subcontracts.
21. Delays in the supplier's performance.
22. Penalties.
23. Termination for default.
24. Anti-dumping and countervailing duties and rights.
25. Force Majeure.
26. Termination for insolvency.
27. Settlement of disputes.
28. Limitation of liability.
29. Governing language.
30. Applicable law.
31. Notices.
32. Taxes and duties.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 29 of 48
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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 subsidised 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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 30 of 48
---	-----------------------------	-------------------	---------------

the country of origin and which has the potential to harm the local industries in the RSA.

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

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 31 of 48
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- 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 or www.info.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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 32 of 48
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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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 33 of 48
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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.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 34 of 48
---	-----------------------------	-------------------	---------------

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 SCC.

12. Transportation

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

Prepared by: TSS

Approved by: CCPSC

AMENDMENT : 000
Original

DATE : 28/07/2026

Page 35 of 48

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:
 - 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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 36 of 48
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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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 37 of 48
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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 Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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 Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 38 of 48
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the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to Clause 21.2;

- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for

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

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 39 of 48
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insolvency 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 wilful 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.

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 40 of 48
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- 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.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 41 of 48
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SPECIAL CONDITIONS OF CONTRACT National Treasury

CHANGED REQUIREMENT

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

CO-ORDINATED ACTIVITIES

Whilst on Department of Defence premises, personnel of the contractor will have access to all areas, subject to other stipulations in the relevant contract, to render the services. If the contractor's service is not rendered in a specific area at a given time, access to that area is forbidden.

The work to be executed must under no circumstances disrupt the routine activities taking place in the institution or on the premises where the service is to be provided.

CONTRACTOR'S PERSONNEL

4. Identification. To identify the contractor's personnel on the premises of the Department of Defence, the personnel will comply with the following, with any costs for the account of the contractor:

- a. Personnel will wear company identification cards with an employee photograph on it, conspicuously on his/her person at all times;
- b. Personnel will wear identifiable uniforms whilst on duty.

5. Attitude towards Safety, Health, Security and Service Delivery. Without prejudice to the contractor's responsibility and right to select and appoint his/her own personnel, the Department of Defence will at all times have the right to identify personnel of the contractor whom are considered to be safety and/or health and/or security risk and/or personnel whom are undesirable. In such case the contractor will be requested not to utilise such person(s) any longer to honour his/her obligations in terms of this contract. The contractor will immediately comply with the request and he/she will not, as a result of such a request, be entitled to institute any claim against the Department of Defence for any loss or otherwise suffered as a result of such a request. The contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee concerned.

6. Name List. The contractor must submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service according to the contract, to the Department of Defence official at the institution or on the premises where the service is to

Prepared by: TSS Approved by: CCPSC	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 42 of 48
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be provided, who will arrange for entry permits for the contractor. Any changes to the personnel must be communicate to the designated official without delay.

7. Personnel on Site. The contractor must ensure that the total number of personnel offered for the execution of this contract is on duty on a daily basis. Provision must therefor be made for temporary or stand-in personnel for cases where personnel are on leave or sick leave.

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

9. The contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party and all costs or legal expenses in this regard, to such a claim for loss or damage resulting from the death, injuries or disability of any such person(s), or the damage to property of the contractor or any other person(s) that may result from or be related to the execution of this contract.

10. The contractor will be held responsible for any damage or theft that may be caused, to the premises or content by him or his employees or be due to their neglect whether in the normal execution of their duties or otherwise and a claim for indemnification can accordingly be imposed by the Department of Defence against the contractor.

11. In the case of damages to premises or content resulting from the work done, the contractor will undertake to rectify the damage immediately to the satisfaction of the Department of Defence. If the contractor fails to act immediately after notification, the Department of Defence will rectify the damage at will and the cost thereof will be recovered from any moneys outstanding.

12. The Department of Defence and it's employees will not be held responsible for any claim or injury to the contractor's personnel whilst on Department of Defence property or in the execution of their tasks on Department of Defence property.

WAIVER

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

SEVERABILITY

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 43 of 48
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14. Should any of the terms and conditions of the Contract be held to be invalid or unlawful, such terms and conditions will be severable from the remaining terms and conditions, which will continue to be valid and enforceable.

SUB-CONTRACTING

15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:

- a. Prior Approval. Once the contract has been concluded, the contractor shall obtain prior approval from the Department of Defence before the appointment of any subcontractor.
- b. Payment. The contractor shall remain liable to reimburse the sub-contractors for goods delivered or services rendered to the Department of Defence.

AWARDING OF THE BID

16. The DOD reserves the right to contract only a part of the contract or split the awarding of the contract to more than one bidder.

LIABILITY INSURANCE

17. The DOD will not be held responsible for any damages, loss and injury of Personnel, the contractor must make sure he/she has the Liability Insurance.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 44 of 48
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SPECIAL CONDITIONS OF CONTRACT: PERTAINING THE PRODUCTION OF OUTERWEAR MEN'S CUT, MAKE AND TRIM OF CAPS CAMOUFLAGE

Bidders are required to comply with the following Special Conditions:

1. Unless otherwise stated, the South African Army (or an organisation appointed by it), shall be the inspecting authority.
2. Three pre-production sample caps shall have been inspected, tested and approved by the inspecting authority before bulk production is commenced. Each one of these samples shall be accompanied by a trim chart containing a sample of each component material as per specification and the relevant certificates. It shall be the duty of the manufacturer to give adequate notice to the inspecting authority of the availability of these samples.
3. The caps shall be subject to inspection during the course of manufacture. The inspector shall, during normal working hours, be given all reasonable facilities for carrying out his duties and shall have the right of entry into the contractor's factory and the factory or works of any sub-contractor where work on coveralls supplied to this specification may be in progress.
4. The contractor shall inspect the finished caps for compliance with the specification before submitting them to the inspecting authority for final inspection.
5. Before acceptance, the caps shall have been inspected and tested by the inspecting authority and found to comply with the requirements of the specification.
6. The cost of the material must not be included when pricing as the material will be provided by the DOD.
7. One container of each consignment shall be marked "DOCUMENTS" and in addition to the caps, shall contain the following:
 - a. The packaging slip or delivery note;
 - b. Where applicable the inspection certificate(s); and
 - c. A copy of the invoice containing the following information:
 - i. The order number;
 - ii. The financial authority number; and
 - iii. A full description of the consignment, i.e. item control number, quantity, etc.
8. Supply of Materials: The DOD will supply only the required fabric, **no other sewing accessories** will be provided for the production of caps. The supplier shall be responsible for the safekeeping, proper handling, and efficient use of all materials issued and shall maintain accurate stock and consumption records.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 45 of 48
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9. Quality Standards: All caps shall be manufactured strictly in accordance with the technical specifications, approved sample, sizing requirement, and quality standards provided by the DOD. Any garment that do not comply with the required specification shall be repaired or replaced by the supplier at no additional cost.

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 46 of 48
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DEPARTMENT OF DEFENCE (DOD)

SOUTH AFRICAN ARMY HEADQUARTERS



Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 47 of 48
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SCOPE OF WORK

Prepared by: TSS <u>Approved by: CCPSC</u>	AMENDMENT : 000 Original	DATE : 28/07/2026	Page 48 of 48
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1. Scope

This specification covers the performance, design, manufacture, test and acceptance requirements of bush caps for male personnel of the South African Army

2. Definitions and abbreviations

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

acceptable: acceptable to the SA Army and/or the Procurement Authority

FIFO: First in First out

nominal: subject to the tolerances normal to good manufacturing practice

NSN: National stock number

SANS: South African National Standard

3. Applicable documents

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

CKS 129, *Colours for textiles.*

05181-100-011, *Camouflage uniform fabric.*

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

SANS 79, *Textiles - Mass per unit area of conditioned fabrics.*

SANS 432, *Indelible marking ink for textile fabrics.*

SANS 1309, *Printed labels for textiles.*

SANS 1362, *Sewing threads.*

SANS 1823, *Touch and close fasteners.*

SANS 5114, *Non-fibrous material content of textiles (method using starch-digesting enzymes).*

SANS 5278, *Sewing stitches per unit length.*

SANS 7211-2, *Textiles - Woven fabrics - Construction - Methods of analysis Part 2: Determination of number of threads per unit length.*

SANS 10011, *Care-labelling of textiles and clothing.*

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

* Standards South Africa: Tel. +27 (0) 12 428 7911

† Bureau for Military Standards (BRMS): Tel. +27 (0) 12 428 1911

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	4	14

4. References

None.

5. Style

The style is as follows:

- ◆ an oval shaped padded crown
- ◆ a deep body with three ventilation eyelets each side
- ◆ a cap band
- ◆ a reinforced peak
- ◆ a concealed reflective patch
- ◆ be fully lined with outer material
- ◆ crown lining shall have a pocket that stores a reflective patch
- ◆ cap can be worn inside out to show the reflective patch

Standard samples, where available, are held by, and may be viewed at the Procurement Authority. The pattern to conform to the specification and be drafted by the manufacturer

6. Interface

None.

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	5	14

7. Illustrations

Illustrations are not to scale and are for guidance only.

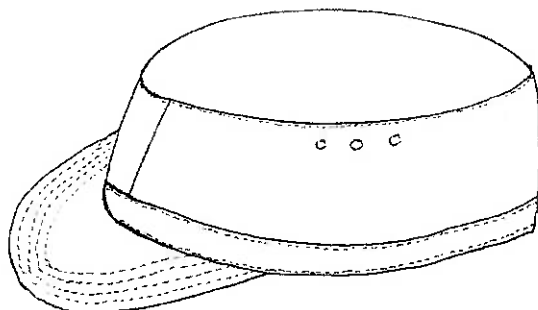


Figure 1 - Bush cap

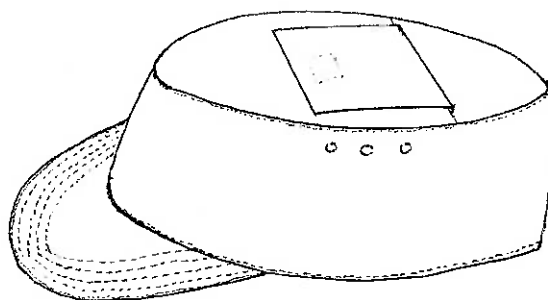


Figure 2 - Cap turned inside out showing reflective patch

8. Client furnished materials

The outer material will be supplied by the SA Army.

8.1 Outer material

- ♦ a camouflage uniform fabric that complies with the requirements of 05181-100-011 will be supplied by the South African Army
- ♦ to be of minimum width 148 cm
- ♦ the quantity supplied will be in accordance with the material ratings agreed to for the fulfilment of the contract
- ♦ the outer material to be used in the manufacture of the pre-production samples, together with any outer material required for test purposes, shall be estimated and rated additionally

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	6	14

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

9. Component materials

The following materials shall be supplied and used by the manufacturer. A trim chart containing the components as given in section 9 shall accompany each pre-production sample (see Annex A).

The colour of the touch and close fasteners, eyelets and the sewing threads shall be an acceptable match to colour No. 144c "Kalahari brown" of CKS 129.

9.1 Peak interlining

- ♦ a flexible hardened polypropylene of nominal thickness 1 mm

9.2 Crown padding

- ♦ a highly resilient foam rubber or foam plastics of nominal thickness 3 mm and capable of withstanding laundering

9.3 Reflective fabric

- ♦ a PVC coated woven fabric of nominal mass per unit area 380g/m²
- ♦ the colour to be a "HI-VIS Day-glo fluorescent orange", acceptable match to colour No. 743c "MP Reflective orange(coated)" of CKS 129

9.4 Touch and close fasteners

- ♦ of nominal width 25 mm and that comply with the requirements of SANS 1823

9.5 Eyelets

- ♦ japanned self-piercing brass eyelets of nominal inside diameter 5 mm
- ♦ corrosion resistant
- ♦ coated with a layer of heat resistant paint that does not become brittle or peel off easily and is free from bubbles, spots, inclusions, cracks and crazing

9.6 Washers

- ♦ nickel plated metal washers that fit the eyelets
- ♦ corrosion resistant

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	7	14

5.1 Sewing thread

- ♦ to comply with the relevant requirements of SABS 1362
- ♦ to be a polyester-and-cotton core-spun thread, or a staple polyester thread, ticket No. 80

10. Workmanship

The caps to be:

- ♦ made with first-class workmanship throughout
- ♦ of uniform and acceptable make, colour and finish

To be free from:

- ♦ defects, that affect their appearance or may affect their serviceability (or both)
- ♦ marks
- ♦ spots
- ♦ stains, incurred in the making-up

Seams and stitches to be:

- ♦ smooth and uniform
- ♦ free from twists, pleats and puckers
- ♦ sufficiently extensible to avoid seam cracking and undue shrinkage in use

Ends of sewing to be:

- ♦ trimmed and loose threads removed
- ♦ back-tacked if unsecured

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	8	14

11. Sizes

The caps shall be supplied in size designations 51 to 63, as specified in the order or contract.

Cap, Camouflage, Pattern, SA Army, Field dress, Size designation	NSN
51	180193698
52	180193700
53	180193701
54	180193703
55	180193705
56	180193707
57	180193708
58	180193709
59	180193710
60	180193711
61	180193714
62	180193715
63	180193716

12. Make

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

12.1 Crown

- ♦ to be of outer material interlined with padding
- ♦ lined with two layers of outer material
- ♦ padding to be bonded to the inside of the crown with three layers of an acceptable rubber solution
 - the padding shall not be bonded to the crown lining
- ♦ bonded material to have a uniform finish, to be free from perforations, untreated areas, blisters and ripples, and shall not, under any circumstances, emit an unpleasant odour
- ♦ on a cap of size designation 56, the length of the crown, measured from front to back, to be 18 cm and the width, measured from side to side, to be 16,5 cm
- ♦ for caps of larger or smaller size designations, the length and width of the crown to be so increased or decreased proportionately as to ensure an increase or decrease of 10 mm per size in the circumference of the cap

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	9	14

12.2 Body

- ♦ to be of outer material, cut in two pieces, seamed together at the centre front and centre back and lined with outer material
- ♦ to have an outer material cap band of finished width 25 mm
- ♦ each edge of the cap band to be turned in 5 mm and the top edge to be stitched down 2 mm from the turned in edge and the bottom edge to be stitched 2 mm and 8 mm from the edge
- ♦ the height of the body at the centre front seam to be 75 mm and at the centre back seam 100 mm
- ♦ the internal circumference of the cap, measured at the base of the body, to be 10 mm greater than the size designation

12.3 Crown pocket

- ♦ to be formed by the outer layer of the crown lining
- ♦ the outer layer of lining to be sewn in with the crown-to-body seam and to cover the front three quarter area of the crown
- ♦ the free edge to be turned in 10 mm to form the pocket mouth
- ♦ an 11 cm square of reflective fabric to be so sewn in with the pocket mouth hem that when stowed in the pocket it will lie flat
- ♦ a 25 mm square of the hook part of the touch and close fastener to be sewn centrally to the back, and 10 mm from the free end, of the reflective patch
- ♦ a 25 mm square of the loop part of the touch and close fastener to be so sewn to the outside of the pocket that, when the reflective patch is folded out of the pocket and laid flat across the crown lining, it corresponds to the hook part on the patch

12.4 Peak

- ♦ to be of outer material, lined with outer material, and interlined with peak interlining
 - seam at underside of peak
- ♦ four rows of top stitching to be sewn to the edge of the peak at 6 mm intervals from the edge

12.5 Eyelets

- ♦ each cap to have six eyelets
- ♦ three on each side of the cap, spaced at 25 mm centres and 20 mm below the crown-to-body seam
- ♦ each eyelet to be properly clinched over a washer on the inside of the cap

13. Test methods

Sewing stitches per unit length: determine in accordance with SANS 5278 "Sewing stitches per unit length."

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	10	14

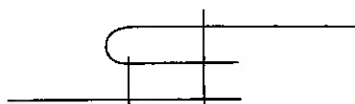
14. Stitches, seams and stitchings

14.1 Stitches

All sewing: single needle lock stitch

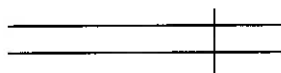
14.2 Seams

Crown-to-body seam: seam type LSq-2



Form seam type SSa-1, using two plies of material. Then turn back the top ply at the seam and seam with the appropriate number of rows of stitches.

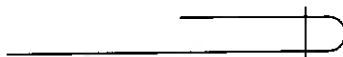
Other seams: seam type SSa



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

14.3 Stitchings

Capband edges: stitching type EFa



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

14.4 Number of stitches

40 ± 4 per 10 cm

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	11	14

15. Care-labelling and marking

15.1 Label properties

All labels shall:

- ♦ be white woven rayon labels that are printed
- ♦ comply with SANS 1309 "Printed labels for textiles"
 - information to be in legible and indelible block letters of height at least 3 mm
 - ink used for printing shall comply with SANS 432
- ♦ permanently secured
- ♦ be such that they outlast the garments (including the markings)

15.2 Care-labelling

- ♦ Each garment shall have a label sewn on the inside left side seam that provides correct and appropriate care instructions (in words and symbols, in accordance with SANS10011 "Care-labelling of textile piece-goods, textile articles and clothing")
- ♦ each label to include the composition of the main fabric in accordance with the requirements of SANS 10235 "Fibre-content labelling of textiles and textile products"
- ♦ all care instructions shall be clearly shown in words and symbols.

15.3 Marking

- ♦ Each cap to have a label, sewn to the crown pocket, which provides the following information:
 - the item description, i.e. "Cap, Camouflage"
 - the manufacturer's name or trade mark or both
 - the VAT no. of the contractor
 - the year of manufacture
 - the size designation
 - the National Stock Number
 - space for the wearer's name with the following wording: "Name: _____".
 - the words: "SA ARMY"
 - the country of origin

16. Preparation, packaging and marking

16.1 Packaging

16.1.1 The cap shall be:

- ♦ delivered in a commercially dry condition
- ♦ so packed that they will not be damaged in transit or in storage
- ♦ neatly folded and individually packed in a plastics envelops of suitable size and shape

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	12	14

- ♦ unless otherwise specified in the order or contract, acceptably packed (in units of 10) for transit in acceptable bulk containers that comply with the requirements of RSA-MIL-SPEC 296 "Corrugated board boxes for clothing and footwear"

16.1.2 Caps:

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

16.2 Marking of packaging

16.2.1 Plastics envelopes:

Each envelope to be clearly marked with the following information:

- ♦ the item description i.e. "Cap, Camouflage"
- ♦ the National Stock Number
- ♦ the size designation

16.2.2 Bulk containers:

Each bulk container shall be 620mm x 470mm x 320mm "Corrugated board boxes for clothing". In addition to the address for delivery, each bulk container shall be labelled with additional information on the two smallest sides of the lid (outer component) and on the two smallest sides of the base (inner component). The information shall be written or printed in legible and indelible block letters and the label shall be of minimum A4-paper size, and shall contain the following:

- ♦ the item description, i.e. "Cap, Camouflage"
- ♦ the quantity
- ♦ the order number
- ♦ the mass of the packed container
- ♦ the manufacturer's name or trade mark or both
- ♦ the year of manufacture
- ♦ the National Stock Number
- ♦ the size designation
- ♦ FIFO marking
- ♦ VAT no of Contractor
- ♦ SABS Certificate / Invoice number

16.3 Additional marking

When so required by the South African Army and /or Procurement Authority, caps, plastics envelopes, or containers (or any combination of these) to bear information additional to that specified above.

Doc No	Date	Responsibility	Doc Issue	Page	No of pages
05181-100-008	April 2009	SA Army	003	13	14