



SPSC/B/037/2022

**9 ANNUAL, REPAIR, UPGRADE / FIT AND
SERVICE OF LMS 1500 6-MAN
DECOMPRESSION CHAMBER FOR ODD EAST
YARD**

**FOR DEPARTMENT OF DEFENCE SIMON'S
TOWN PROCUREMENT SERVICE CENTRE**

CLOSING DATE AND TIME: 30 MARCH 2023 @ 11h00

VALIDITY: 120 CALENDAR DAYS



SECTION A:

CONTACT INFORMATION

Technical Information and Administration Information:

Technical Information

Contact: Warrant Officer Class One T.S. Tsogang
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207
Office Fax No: (021) 787 5171

Administration Information:

Contact: Petty Officer M.L Claassen
Office Tel No: (021) 787 5034

Address for depositing of bid documents

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

BID SUBMISSIONS

Closing period of bid: Minimum 21 Calendar days

Validity of Bid: 120 days



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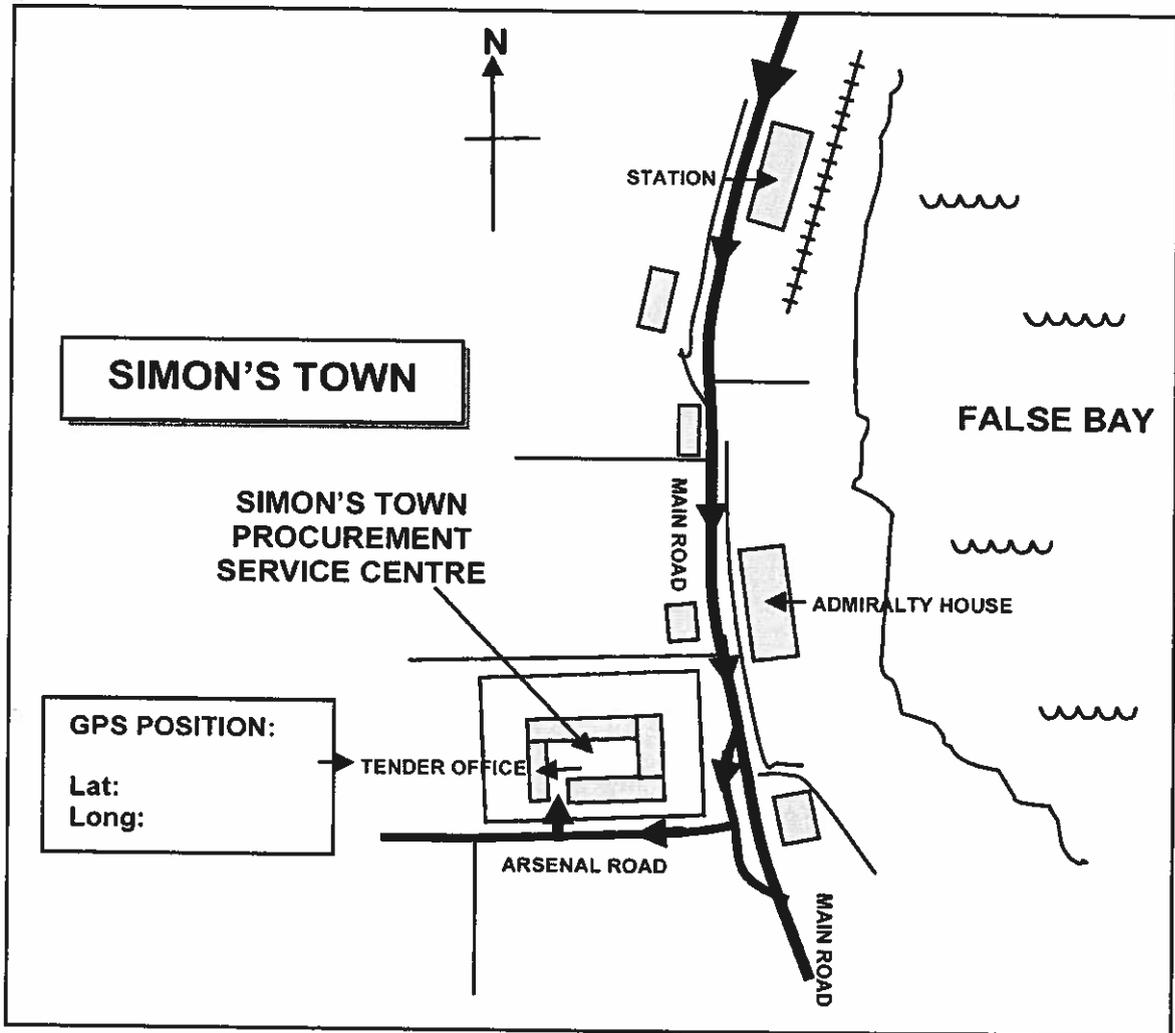
Special Conditions of Contract



GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'





SECTION A

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA



BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. Any questions that are not completed will render such bids to be disregarded during the final calculations.
4. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
5. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
6. All information regarding the evaluation process must be treated as confidential.
7. The 2 ENVELOPE system will be utilized. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule **only**)
 - b. Envelope 2: SBD documents, Statement of work and all other required documents.
8. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1)
 - b. Technical evaluation (Phase 1, Stage 2)
 - c. Price (Phase 2) and B-BBEE Points (Phase 3)
9. Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line.
10. Suppliers must be registered for the commodity/service required in the bid.
11. This requirement will be awarded using the 80/20 principal
12. No late bids will be accepted after closing date and time.
13. Bidders must confirm via email they will be attending the compulsory briefing session (spscbidinvitation@gmail.com)



ADMINISTRATIVE EVALUATION CRITERIA

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

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

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Criteria
1.	<p><u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Lead time, Quantity Available, total Unit Cost, Total Cost and B-BBEE Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows</p> <ul style="list-style-type: none"> a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD 3/Pricing Schedule ONLY) b. Envelope 2: SBD documents, Statement of Work and all other required documents. <p>Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A</p>
2.	<p><u>SBD 4 (New) - Bidders Disclosure:</u> This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B</p>
3.	<p><u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C</p>
4.	<p><u>Central Suppliers Database (CSD) Registration Report:</u> The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information:</p> <ul style="list-style-type: none"> i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" <p>Failure to submit this CSD Registration Report will invalidate your offer. Appendix D</p>
5.	<p><u>Broad based Black Economic Empowerment (B-BBEE) status level certificate/ Sworn Affidavit:</u> Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time will results with points being forfeited. Appendix E</p>



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

TECHNICAL EVALUATION

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

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



PRICEING SCHEDULE

TO BE COMPLETED AS PER ADMINISTRATIVE CRITETIA

All fields on this document must be fully completed. Attention must be given to page 1, Bidder's information, Lead time Quantity available, Total unit Cost, total Cost and BBBEE Level must be completed.

**FAILURE TO SUBIT THESE DOCUMENTS AS INDICATED ABOVE BY
THE CLOSING DATE AND TIME WILL INVALIDATE THIS OFFER.**



the sandf

Department:
Defence
REPUBLIC OF SOUTH AFRICA

Request for Bid : SPSC/B/0372022

Author: Wendy Cooper
Date: 02/21/2023 14:32:56

PRICING SCHEDULE

Bid No. SPSC/B/0372022
 Document No. 000466796
 Description: 9 ANNUAL, REPAIR, UPGRADE / FIT AND SERVICE OF LMS 1500 6-MAN DECOMPRESSION CHAMBER ODD EAST YARD
 Currency: ZAR
 Closing Date: 2023-03-30 11:00:00
 Status: Created
 Validity Days: 120 days

Document Type: Request for Bid Open
 Company Name: NAVAL BASE SIMONSTOWN
 Attention: Lead Time
 Tel No:
 Fax No:
 Cell No:
 Email:

No.

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35204202	9 ANNUAL, REPAIR, UPGRADE/FIT AND SERVICE OF LMS 1500 6-MAN DECOMPRESSION CHAMBER FOR ODD EAST YARD	NAVAL BASE SIMONSTOWN	Simon's Town	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
Total Unit Cost in ZAR Currency, including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, including VAT and ALL Delivery Costs					

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question(s)

Please provide your BBBEE level from the possible list provided in the dropdown.

Options
LEVEL1
LEVEL2
LEVEL3
LEVEL4
LEVEL5
LEVEL6
LEVEL7
LEVEL8
NON-COMPLIANT

Attachment Description

Attachment File Name



SBD 4 (New) - Bidders Disclosure:

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of Institution	State

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

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

I, _____ the _____ undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date
.....
Position Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

**THIS DOCUMENT MUST BE FULLY
COMPLETED.**

**FAILURE TO COMPLETE THE DOCUMENT FULLY
AS INDICATED BY THE CLOSING DATE AND TIME
WILL FORFEIT YOUR B-BBEE POINTS.**

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

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

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

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

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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

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

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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CENTRAL SUPPLIER DATA BASE (CSD) **REGISTRATION REPORT**

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

- i. MAAA number
- ii. Successfully verified bank details
- iii. Compliant tax status

FAILURE TO SUBMIT THIS CSD REGISTRATION REPORT WILL INVALIDATE YOUR OFFER.



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

**BIDDERS ARE REQUIRED TO SUBMIT PROOF OF B-BBEE
STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN
AFFIDAVIT.**

**SHOULD THERE BE A DISCREPANCY BETWEEN THE B-
BEE CERIFICATE OR SWORN AFFIDAVIT V/S SBD 6.1
OR FAILURE TO SUBMIT THIS DOCUMENT BY CLOSING
DATE AND TIME WILL RESULTS POINTS BEING
FORFEITED**



**COMPULSORY BRIEFING SESSION
CERTIFICATE**

**FAILRE TO ATTEND THE COMPULSORY BRIEFING
SESSION AND SUBMIT THE COMPLETED AND SIGNED
BRIEFING SESSION CERTIFICATE BY THE CLOSING DATE
AND TIME WILL INVALIDATE THE BID.**

1

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 02 MARCH 2023

Briefing session time: 11:00 AM

**Venue: SIMON'S TOWN PROCUREMENT SERVICE CENTRE, 2
ARESENAL ROAD, SIMON'S TOWN**

Bid No: SPSC-B-037-2022

Closing date and time of bid 30 MARCH 2023 @ 11H00

Validity period: 120 CALENDAR Days

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of company)

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

(_____)
SIGNATURE OF REPRESENTATIVE

(_____)
CHIEF LOGISTICS: LIEUTENANT GENERAL OFFICIAL DATE STAMP

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

Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid



SBD 1: INVITATION TO BID

This document must be fully completed.

**FAILURE TO SUBMIT THIS DOCUMENT AS
INDICATED BY THE CLOSING DATE AND TIME
MAY INVALIDATE THIS BID**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	SPSC-B-037-2022	CLOSING DATE:	30 MARCH 2023
CLOSING TIME:	11H00	DESCRIPTION: REPAIR, UPGRADE AND SERVICE OF LMS 500 6-MAN DECOMPRESSION CHAMBER FOR ODD EAST YARD	
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT			
Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception			
Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	PO M.L. CLAASSEN	CONTACT PERSON	WO1 T. TSOANG
TELEPHONE NUMBER	(021) 787 5132	TELEPHONE NUMBER	(021) 7875207
FACSIMILE NUMBER		FACSIMILE NUMBER	(021) 7875171
E-MAIL ADDRESS	spscbidinvitation@gmail.com	E-MAIL ADDRESS	
SUPPLIER INFORMATION			
LEGAL NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-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:

.....



SPSC INDEMNITY AGREEMENT FORM

To be Fully completed and submitted with the bid.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY THE
CLOSING DATE AND TIME MAY INVALIDATE THIS BID**



Department of Defence
Chief of Logistics
Simon's Town Procurement Service Centre
PO Box 685
Simon's Town
7995

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / B / 037 / 2022

INDEMNITY

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

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

DAMAGE COMPENSATION

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

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

WAIVER

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

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC/ B / 037 / 2022

ACKNOWLEDGEMENT

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

Full Name and Signature of Bidder's Duly Authorised Representative

Date

Full Name and Signature of Witness

Date

Full Name and Signature of Witness

Date



SPSC GROUP QUESTIONNAIRE

TO BE FULLY COMPLETED AND SUBMITTED
WITH BID.

**FAILURE TO SUBMIT THIS DOCUMENT AS INDICATED BY THE
CLOSING DATE AND TIME MAY INVALIDATE THIS BID**



DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING QUESTIONNAIRE

The DI Vetting form must be completed in full.

FAILURE TO SUBMIT THE DI VETTING FORM AND REQUIRED DOCUMENTATION, BY THE CLOSING DATE AND TIME MAY INVALIDATE THIS BID

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

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

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

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

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

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

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

Answer:

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

Answer:

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

Answer:

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

Answer:

.....

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

Answer:

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

Answer:
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.....

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

Answer:
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.....

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

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

Answer:
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.....

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

Answer:
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.....

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

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

Answer:

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

Answer:

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

Answer:

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

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

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

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

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



SECTION B

TECHNICAL



TECHNICAL EVALUATION

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

OR

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

Failure to comply will invalidate the bid. Appendix K

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

**STATEMENT OF WORK FOR 9A SERVICE AND REPAIR ON LMS 1500
DECOMPRESSION CHAMBER –S/N 045**

**COMPLY/
DO NOT
COMPLY**

1. CONTRACTOR TO QUOTE FOR:

1.1 The work will include the 9A service on the LMS 1500 Decompression Chamber as well as Repairs.

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2. SCOPE OF WORK

2.1 CHAMBER

2.1.1 The chamber is located at ODD East Yard. And requires the following work to be done.

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2.1.2 Chamber requires a 9A service.

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2.1.3 Lloyds pressure test chamber (100m working depth) on completion.

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2.1.4 Test and certify chamber lifting points.

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2.1.5 Replace all viewports and viewport protectors. (current viewport are past its lifespan)

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2.1.6 Replace all door seals and O-Rings.

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2.1.7 Service medical lock locking mechanism.

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2.1.8 Service / Replace 2 x chamber safety valves.

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2.1.9 Supply and fit 2 x hyperbaric fire extinguishers.

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2.1.10 Service 2 x bilge drain internal and external valves, and fit 2 x external hoses. Internal hoses to be long enough to reach all areas of the chamber.

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2.1.11 Supply and fit exhaust hose.

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2.1.12 Fit electrical penetrator box to the shell.

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2.1.13 Oxygen clean all pipe work.

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2.2 ELECTRICAL SYSTEM

2.2.1 Service / upgrade AC and DC electrical distribution panels.

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2.2.2 Fit LED lights at the control panel

.....

2.2.3 Fit cool white LED lights inside the chamber

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<u>STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER –S/N 045</u>		COMPLY/ DO NOT COMPLY
2.2.4	Replace O2 and CO2 analyzers with Anlox SDA analyzers (Current analyzers are obsolete)	.....
2.2.5	Upgrade electrical switch panel	.....
2.2.6	Service / replace temperature gauge	.....
2.2.7	Service / repair communication box	.....
2.2.8	Test / repair / replace push to talk and headset with boom mic	.....
2.2.9	Repair / upgrade internal speakers (Headsets to be fitted to the speakers)	.....
2.2.10	Service / replace 3 x sound powered phones.	.....
2.2.11	Fit 2x cameras inside the chamber (1 x main lock and 1 x entry lock, fit camera on outside of chamber facing the control panel. Fit DVR system.	.....
2.2.12	Fit ECU / ICU system.	.....
2.2.13	Replace 2 x fireproof mattresses.	.....
2.3	<u>B.I.B.S.</u>	
2.3.1	Service oxygen B.I.B.S. reducer.	.....
2.3.2	Fit back pressure regulator to the B.I.B.S. exhaust system.	.....
2.3.3	Service oxygen B.I.B.S. supply manifold.	.....
2.3.4	Fit mix gas B.I.B.S. system to the chamber main lock and entry lock. (Reducer, HP and LP gauges, shell valves, manifold system)	.....
2.3.5	Fit Heliox and Nitrox supply panel to the oxygen B.I.B.S. system	.....
2.3.6	Replace 6 x B.I.B.S. (4 Main lock and 2 Entry lock)	.....
2.3.7	Supply and fit oxygen hood system.	.....
2.4	<u>CONTROL PANEL</u>	
2.4.1	Upgrade front control panel.	.....
2.4.2	Repair / replace depth gauges.	.....

<u>STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER –S/N 045</u>		COMPLY/ DO NOT COMPLY
2.4.3	Repair / test all HP and LP gauges	
2.4.4	All parts on the front panel to be clearly marked.	.....
2.4.5	Remove Dryrite and silica gel containers and service analyzers regulators.	.....
2.4.6	Service all guage isolating valves.	.....
2.4.7	Service / reset gauge protectors.	.....
2.4.8	Replace 2 stop watches.	.....
2.5	<u>GAS SUPPLY SYSTEM</u>	
2.5.1	Service / repair all shell valves.	.....
2.5.2	Service / repair all supply regulators (main lock and entry lock). Remove domeloaders from the system.	.....
2.5.3	Service / replace and test all HP and LP gauges.	.....
2.5.4	Service all gauge isolator valves	.....
2.5.5	Service / clean all anti-suction devices and mufflers.	.....
2.5.6	Oxygen clean all pipes and fittings and repair / replace all damaged fittings.	.....
2.6	<u>QUALITY ASSURANCE</u>	
2.6.1	Authorized Inspection Authority (AIA) to be submitted with all repair / service / maintenance work completed.	.....
2.6.2	International Marine Constructors Association (IMCA) certificate to be submitted with offer.	.....
2.6.3	Repairs / Services / Maintenance to be performed in accordance with the following relevant SANS regulations / IMCA certifications / OHASA regulations:	.....
3.	<u>ACCEPTANCE</u>	
3.1	Acceptance shall be carried out in accordance with this specification and adherence to the statement of work.	.....

**STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR
ON LMS 1500 DECOMPRESSION CHAMBER –S/N 045**

**COMPLY/
DO NOT
COMPLY**

4. SAFETY CODES AND ACTS

4.1 SANS 10337-1 (PRESSURE VESSELS FOR HUMAN OCCUPANTS)

**4.2 SANS 347 (CATEGORIZATIN AND CONFORMITY ASSESSMENT
CRITERIA FOR ALL)**

**4.3 PVHO-01 : PRESSURE VESSELS FOR HUMAN OCCUPANCY
VOLUME 1**

**4.4 PVHO-02 : PRESSURE VESSELS FOR HUMAN OCCUPANCY
VOLUME 2**

4.5 SANS 10019 (TESTING OF PRESSUR VESSELS)

4.6 IMCA D011

4.7 IMCA D012

4.8 IMCA D018

4.9 IMCA D023

4.10 IMCA D040

4.11 IMCA D043

4.12 IMCA D047

4.13 IMCA D062

**4.14 OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 88 OF
1993)**

5. LIABILITY

**5.1 The contractor accepts full responsibility and accountability for the
Statement of Work at hand.**

**5.2 The Contractor accepts full responsibility for all damages to existing
services and will repair it without delay in the service as well the delay in the
progress of the project.**

5.3 No use of foreign nationals will be permitted.

**STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR
ON LMS 1500 DECOMPRESSION CHAMBER –S/N 045**

**COMPLY/
DO NOT
COMPLY**

5.4 Identity Documents of people who will be directly working on this project will be required to be on hand by successful bidder.

.....

6. NOTE:

6.1 Attendance of the briefing session is compulsory.

.....

6.2 All work to be done in consultation and approval of the Project Manager.

.....

6.3 Additional work shall only be carried out on receipt of a letter of authorization from Simons Town Procurement Service Centre.

.....

6.4 No work is to be carried out over weekends without prior arrangements. Working hours are between 08h30 and 15h00.

.....

6.5 Contractor's conformance to this specification and any proposed deviation from this statement of work to be included in the quote.

.....

7. QUERIES

7.1 The Contractors quote is to include all services required to satisfy the requirements of the end user.

.....

.....

CONTRACTOR

.....

SIGNATURE

.....

DATE

Any queries can be directed to Warrant Officer T.S. Tsogang 021 787 5207 and /or email to spsctechsection@gmail.com during office hours (0830B to 1500B).



SECTION C

Special Conditions of Contract

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT (SCCs)

TABLE OF CLAUSES

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

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

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

CO-ORDINATED ACTIVITIES

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

CONTRACTOR'S PERSONNEL

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

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

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

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

WAIVER

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

SEVERABILITY

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

SUB-CONTRACTING

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