



**MAINTENANCE AND REPAIR OF DIVING EQUIPMENTS
AND ASSOCIATED EQUIPMENTS CONTRACT FOR THE SA
NAVY FOR A PERIOD OF 3 YEARS IN THE KWA-ZULU
NATAL**

SPSC-B-046-2023

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

CLOSING DATE: 24 JANUARY 2024

TIME: 11H00



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CONTACT INFORMATION

Technical Information and Administration 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

Information regarding the completion of the Bid Documents:

Contact: Petty Officer M.L. Claassen
Office Tel No: (021) 787 5207

Address for depositing of bid documents

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

BID SUBMISSIONS

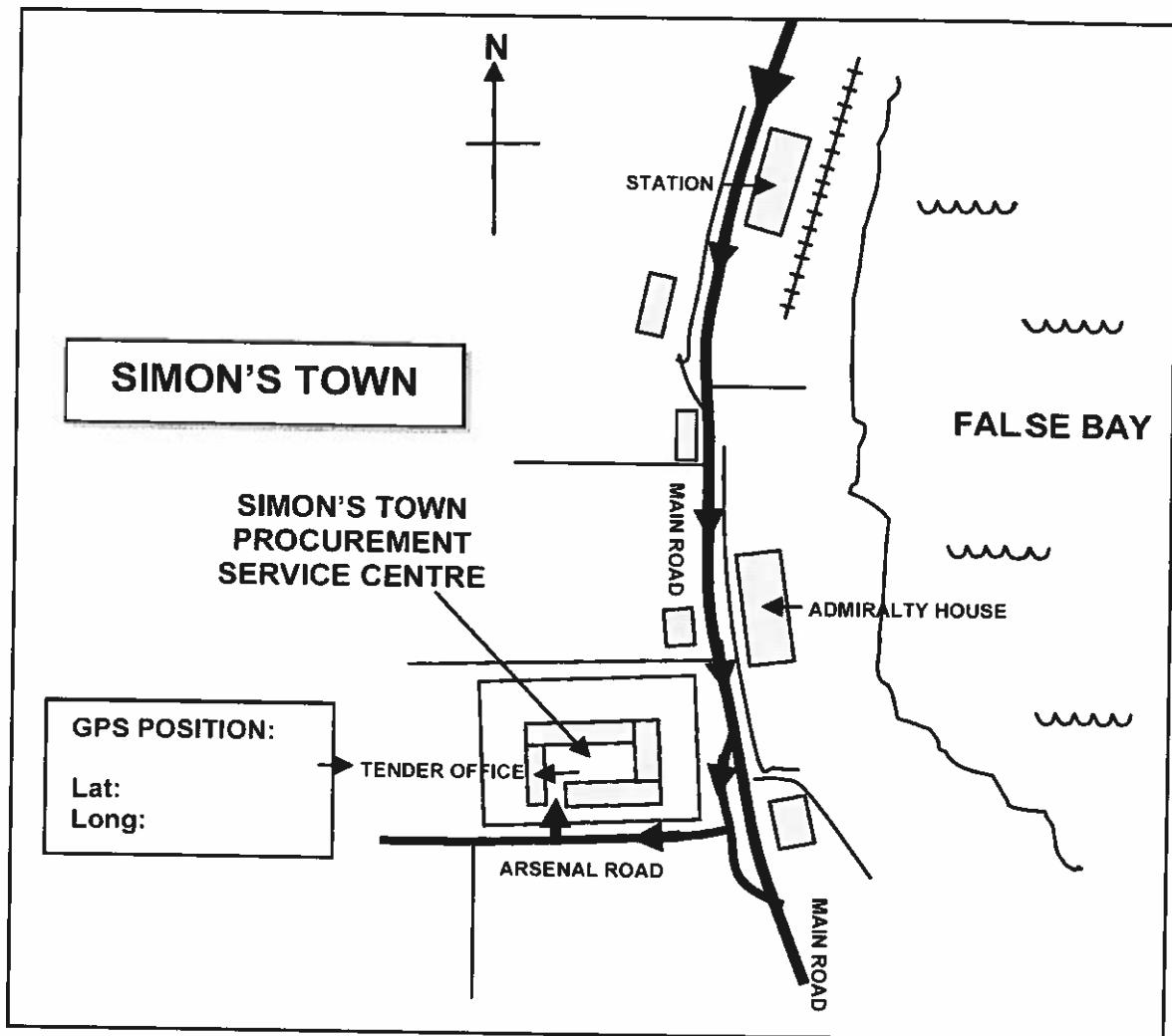
Closing period of bid: 21 working days

Validity of Bid: 120 working days



GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'
E 18° 25. 591'





Section A:

MANDATORY 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. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
4. The bidder is responsible for all the costs that shall be incurred related to the preparation and submission of the bid documents.
5. All information regarding the evaluation process must be treated as **CONFIDENTIAL**.
6. The bid must be submitted in **Two (2) envelope systems**. Bidders are required to submit two separate, properly sealed envelopes, both clearly marked with the Company Name, Bid Number and Closing Date.
 - a. **Envelope 1: SBD3 / Pricing Schedule** (it should contain SBD3/Pricing Schedule only)
 - b. **Envelope 2: SBD documents**, Specification/ scope of work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

7. The bids will be evaluated according to the following criteria:
 - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1).
 - b. Technical evaluation (Phase 1, Stage 2) scope of work.
 - c. Functionality Scoring (Phase 2).
 - d. Price (Phase 3).
 - e. Specific goals (Phase 4).
8. Suppliers must be registered for the commodity/service required in this bid.
9. This requirement will be awarded using the 80/20 principle.
10. No late bids will be accepted after the closing date and time.
11. Bidders to confirm via email if they will be attending the compulsory briefing session (**spscbidinvitation@gmail.com**), for planning purposes only no penalties for non-confirmation on email.



EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

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

S/No	Criteria	A	
		Phase 1, Stage 1	
Phase 1, Stage 1, Mandatory Criteria			
1.	Pricing Schedule: 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 Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows: a. <u>Envelope 1: SBD3 / Pricing Schedule</u> (it should contain SBD3/Pricing Schedule only) b. <u>Envelope 2: SBD documents</u> , Specification/ scope of work and all other required documents only. NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID. Failure to submit these documents as indicated above by the closing date and time will invalidate this offer. Appendix A		
2.	SBD 4 Bidders Disclosure: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will invalidate the bid. Appendix B		
3.	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 Specific Goals points. Appendix C		
4.	Compulsory Briefing Session Certificate: 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 D		
	Phase 1, Stage 1, Administration Criteria		
5.	SBD 1 / Invitation to Bid: This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix E		



S/No	Criteria	A
6.	<u>Full Central Suppliers Database (CSD) Registration/ Summary Report:</u> The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7days to update. i. Tax Compliant ii. Successfully verified bank details iii. Physical Address type.	Failure to submit a CSD Registration/Summary Report as indicated above by closing date and time may invalidate your offer. Appendix F
7.	<u>SPSC Indemnity Agreement Form:</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>Certificate of Compliance by Sub-Contractor:</u> This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub - contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H	
9.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> This document must be fully completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting). Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix I	
10.	<u>SPSC Group Questionnaire:</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 J	
11.	<u>Defence Intelligence Questionnaire (D.I.)</u> This document must be completed in full. Failure to submit the DI Vetting form and required documentation as indicated by the closing date and time may invalidate this bid. N.B. The short listed companies will be requested to submit thumb prints. Appendix K	
12.	<u>Financial Capacity/ Proof of Good standing:</u> Bidders are to submit certification or proof of good standing from a registered auditor/ accountant/ bookkeeper with the company letter head indicating that the company bidding has the financial capability to sustain itself for a period of 3 months. Failure to submit this documents as indicated by closing date and time may invalidate this bid. Appendix L	



MANDATORY TECHNICAL EVALUATION

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

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

Phase 2. Only bidders who qualified on phase 1 will be evaluated for functionality. The bids will be evaluated with a maximum total of 100 points.

All bidders who score less than 75% will be excluded from the next phase of the evaluation.

Functionality Criteria	Points
1. Company portfolio of evidence for maintenance and repair of diving equipment and associated equipment. (Appendix N)	
2. Skills Transfer Plan. (Appendix O)	
3. Physical inspection of workshop. (Appendix P)	

**Phase 3: Functionality Criteria:**

1.	<p>Company portfolio of evidence for maintenance and repair of diving equipments and associated equipments:</p> <p>It must include:</p> <p>Company certification, Personnel organigram Trade qualifications</p> <p>Company certification:</p> <p>ISO 9001:2015 ISO 45001:2018</p> <p>Organigram of the personnel that will be directly working on this contract must include:</p> <p>Technicians Experience:</p> <p>Artisans:</p> <p>Semi-skilled</p> <p>Trade Qualification for personnel (Technical/ Artisans)</p> <p>Technicians: National Diploma</p> <p>Artisans: Department of Manpower/ Department of Labour Trade Test Certificate</p>			
2.	<p>Skills Transfer Plan: The contractor to submit a comprehensive transfer of skills plan. The skills transfer and training must include but not limited to :</p> <ol style="list-style-type: none">On the job training (repairs)Preventative maintenance and service up to level 3On site calibration trainingOn field skills transfer			
3.	<p>The following will be evaluated by the functionality scoring team and SPSC on a physical Inspection.</p> <p>Bidders will be evaluated.</p>			



	<p>NOTE: checks are done to confirm capacity and capability for executing of tasks listed on paragraph 2.1.1. Till 2.1.16. Also to check if facilities are suitable and meets the standards of workshop as per labour law and city by laws.</p> <p>All work done must be done in accordance with the latest SANS 347, SANS 1825 and SANS 10019.</p> <p>Below are the basic requirements that must be in the workshop but not limited to.</p>		
	<p>All test and measuring equipment must be calibrated and in date SANS accredited calibration certificates to be availed when requested in order to confirm calibration.</p> <p>Multi- meter Insulation tester 500/1000V Thermometer Micro meter (inside and outside) Toque Wrench</p> <p>Test benches (to test variety of dive equipments) Gauges to test meter sea water and bars Millimetre water gauge Flow meters (0-150L/minute) Transportable master gauge (for calibration onsite)** Ultrasonic baths Dying oven (40 min degrees Celsius) Ultra violets</p>		
	<p>Facilities must have the ability to clean equipments for use with 100% oxygen (this is a critical requirement)</p>		
	<p>Availability and use of PPEs and PPCs in the workplace and personnel.</p>		
	<p>Lathe Pedestal Drilling machine Band saw Breathing air Compressors (air Test) Oxyacetylene cutting equipments Welding equipment, Arc TIG or/and MIG welding</p>		
	<p>Acceptance Test Procedures (Reports on work done, Run test results/ records and Signing off of Job cards (QA)) will be checked.</p>		



	Separate, suitable and lockable facilities for safe keeping all SA Navy documents and equipments. (The store must only be for SA Navy equipments Must be lockable, must have proper key control and if the store is covered by CCTV that will be beneficial.)			
(Bidder must achieve 75% threshold in this criteria)		Total Functionality 100		

The calculations for scoring would be as follows:

$$A \div B \times 100$$

A= Total score of bid/proposal under consideration

B= Maximum possible score.

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

SCORING TABLE

Ser. No	Criteria	Points	Value	Total	Remarks
a.	Company portfolio of evidence for maintenance and repair of diving equipments and associated equipments				
b.	Skills Transfer Plan				
c.	Physical inspection of workshop				
	TOTAL				

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

PARTICULARS OF SCORE OBTAINED:

BID NUMBER	SPSC/B/ /2023
NAME OF BIDDER	
BIDDERS SCORE OBTAINED	
NAME OF SCORER	
RANK	
SIGNATURE	
DATE	/ / 2023



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

Phase 3	Price. (Will be according to specific requirements)	80/
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Phase 4: Preferential points. (As per Preferential Procurement Regulations 2022) In terms of Regulation 4(2); 5(2); and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purpose of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/documentation stated in the conditions of this tender

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

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

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

TABLE 1

	The 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 (80/10 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owned by people with disability or	8	18		



	51% owned by Black Women EME's				
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women EME's or 51% owned by Black Women QSE's	6	16		
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 QSE's or 51% owned by Women QSE's	4	14		
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPLICABLE				
LEVEL 8	Non-compliant	0	0		

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed

The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state

Calculation of the total points scored for price and Specific Goals

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



PRICING SCHEDULE

Pricing Schedule: 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 Specific Goals Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows:

- a. **Envelope 1: SBD3 / Pricing Schedule** (it should contain SBD3/Pricing Schedule only)
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NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

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

Request for Bid : SPSC-B-046-2023

Author: Wendy Cooper
 Date: 11/30/2023 12:46:51

PRICING SCHEDULE

Bid No.	SPSC-B-046-2023	Document Type	Request for Bid Open
Document No.	0000507652	Company Name:	
Description:	MAINTENANCE AND REPAIR OF DIVING EQUIPMENTS AND ASSOCIATED EQUIPMENTS CONTRACT FOR THE SA NAVY FOR A PERIOD OF 3 YEARS IN THE KWA-ZULU NATAL AREA	Attention	
Currency:	ZAR	Tel No.	
Closing Date:	2024-01-24 11:00:00	Fax No.	
Status:	Created	Cell No.	
Validity Days.	120 WORKING DAYS	Email:	

No.	Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1	SPSC-B-046-2023	LABOUR RATE: SEMI-SKILLED (OPERATOR STANDARD)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	11/30/2023
		Line Comment	Lead Time	Quantity Required	Quantity Available	
				1	1	
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
2						

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	LABOUR RATE: SKILLED (ARTISAN WITH APPROPRIATE. RECOGNISED TRADE TEST CERTIFICATE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	LABOUR RATE: HIGHLY SKILLED (ARTISAN WITH APPROPRIATE. RECOGNISED TRADE TEST CERTIFICATE AND 10 YEARS POST TRADE TEST EXPERIENCE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	LABOUR RATE: DRIVER	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	LABOUR RATE: ADMINISTRATION CLARK	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	OVERTIME FOR LABOUR: SEMI-SKILLED (OPERATOR STANDARD)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	OVERTIME FOR LABOUR: SKILLED (ARTISAN WITH APPROPRIATE, RECOGNISED TRADE TET CERTIFICATE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	OVERTIME FOR LABOUR: HIGHLY SKILLED (ARTISAN WITH APPROPRIATE, RECOGNISED TRADE TEST CERTIFICATE AND 10 YEAR POST TRADE TEST EXPERIENCE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	OVERTIME FOR LABOUR: DRIVER	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	OVERTIME FOR LABOUR: ADMINISTRATION CLARK	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	SUNDAY: SEMI-SKILLED (OPERATOR STANDARD)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	SUNDAY TIME: SKILLED (ARTISAN WITH APPROPRIATE, RECOGNISED TRADE TEST CERTIFICATE)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	SUNDAY TIME: HIGHLY SKILLED (ARTISAN WITH APPROPRIATE, RECOGNISED TRADE TEST CERTIFICATE AND 10 YEARS POST TRADE TEST EXPERIENCE)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
	Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs				

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
SPSC-B-046-2023	SUNDAY TIME: DRIVER	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
14	Line Comment	Lead Time	Quantity Required	Quantity Available	
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
SPSC-B-046-2023	SUNDAY TIME: ADMINISTRATION CLARK	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
15	Line Comment	Lead Time	Quantity Required	Quantity Available	
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
SPSC-B-046-2023	PUBLIC HOLIDAYS: SEMI-SKILLED (OPERATOR STANDARD)	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
16	Line Comment	Lead Time	Quantity Required	Quantity Available	
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
SPSC-B-046-2023	PUBLIC HOLIDAYS: SKILLED (ARTISAN WITH APPROPRIATE, RECOGNISED TRADE TEST CERTIFICATE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour	
17	Line Comment	Lead Time	Quantity Required	Quantity Available	
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	SPSC-B-046-2023	PUBLIC HOLIDAYS: HIGHLY SKILLED (ARTISAN) WITH APPROPRIATE, RECOGNISED TRADE TEST AND 10 YEARS POST TRADE TEST EXPERIENCE	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour		
		Line Comment	Lead Time	Quantity Required	Quantity Available		
				1			
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
19	SPSC-B-046-2023	PUBLIC HOLIDAYS: DRIVER	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour		
		Line Comment	Lead Time	Quantity Required	Quantity Available		
				1			
		Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
		Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
20	SPSC-B-046-2023	PUBLIC HOLIDAYS: ADMINISTRATION CLARK	FLEET COMMAND HEADQUARTERS	KwaZulu-Natal	Per Hour		
		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					

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

Level 5: 51% owned by any other QSEs

LEVEL 7
 LEVEL 8
 NON-COMPLIANT

Attachment File Name
Attachment Description



SBD 4: BIDDERS DISCLOSURE

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

Failure to complete the document fully as indicated by the closing date and time will invalidate this offer. Appendix B

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 State Institution

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.

SBD4

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the **90/10** preference point system.

b) The applicable preference point system for this tender is the **80/20** preference point system.

c) Either the **90/10** or **80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 65 60/10

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

Where

where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$80/20$	or	$90/10$
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$ or		$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

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

Level 3	51% owned by Women Military veterans or 51% owned by Black Male EMEs or 51% owned by Women EMEs or 51% owned by Black Women QSEs	6	16		
Level 4	51% owned by Male Military veterans or 51% owned by Youth or 51% owned by any other EMEs or 51% owned by Black Male QSEs or 51% owned by Women QSEs	4	14		
Level 5	51% owned by any other QSEs	2	12		
Level 6		Not Applicable			
Level 7		Not Applicable			
Level 8	Non-compliant	0	0		

NOTE: Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole property
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**
 - (a) **disqualify the person from the tendering process;**
 - (b) **recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;**
 - (c) **cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;**
 - (d) **recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and**
 - (e) **forward the matter for criminal prosecution, if deemed necessary.**

NOTE: The Department of Defence reserves the right to verify the truthfulness of the claims (par 4.6 iii).

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:



COMPULSORY BRIEFING SESSION CERTIFICATE

Compulsory Briefing Session Ceratificate: 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 D

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 D

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 11 DECEMBER 2023

Briefing session time: 11:00 AM

Venue: NAVAL BASE DURBAN GALLEY, CONFERENCE ROOM, NAVAL BASE DURBAN

Bid No: SPSC-B-046-2023

Closing date: 24 JANUARY 2024

Closing Time: 11H00

Validity period: **120 WORKING DAYS**

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

It is hereby confirmed that:

(Representative)

Of _____
(Legal Name of company)

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

(_____
SIGNATURE OF REPRESENTATIVE)

(_____
CHIEF LOGISTICS: LIEUTENANT GENERAL **OFFICIAL DATE STAMP**)

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

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



SBD 1: INVITATION TO BID

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

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	SPSC-B-046-2023	CLOSING DATE: 24 JANUARY 2024	CLOSING TIME: 11H00
DESCRIPTION	MAINTENANCE AND REPAIR OF DIVING EQUIPMENT AND ASSOCIATED EQUIPMENT CONTRACT FOR THE SA NAVY FOR A PERIOD OF 3 YEARS IN KWA-ZULU NATAL		

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	STAFF SARGEANT L CROUSE	CONTACT PERSON	WO T. TSOGANG
TELEPHONE NUMBER	021 787 5134	TELEPHONE NUMBER	021 787 5207
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	spscbidinvitation@gmail.com	E-MAIL ADDRESS	spsctechsection@gmail.com

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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
				[IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:



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

Central Suppliers Database (CSD) Registration/Summary Report: The CSD Registration/Summary Report must be submitted. The supplier must be: Tax compliant on the day of award if not compliant a grace period of 7 days to update:

- i. Tax Compliant
- ii. Successfully verified bank details
- iii. Physical Address type

Failure to submit a full CSD Registration/Summary Report as indicated above by the closing date and time may invalidate this offer. Appendix F



SPSC INDEMNITY AGREEMENT FORM

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

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



logistics division

Department:
Defence
REPUBLIC OF SOUTH AFRICA

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER: _____

IN RESPECT OF SPSC / B/ _____ /2023

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.

ACKNOWLEDGEMENT

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

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____



Department of Defence, South African National Defence Force, National Defence Academy, National Health and Environmental Engineering, National Maritime Board, National Space Agency, National Water Affairs and Sanitation, National Nuclear Regulator, National Treasury, Department of Water and Sanitation





CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR/S

This document must be fully completed, the certificate of compliance to be signed by the bidder and all sub – contractor/s in the event of sub-contracting. Failure to submit this document as indicated by the closing date and time **may invalidate this offer.** Appendix H

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

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

THIS CERTIFICATE MUST BE SUBMITTED WITH THE COMPLETED BID (IN THE ORIGINAL FORMAT) BY THE BIDDER

CONTRACTORS NAME: _____

SUB-CONTRACTORS 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 _____ will submit quotations/bids to

Supply the item(s)/service(s) listed in Bid no: _____

Section(s) _____

I/we further certify that I/we have the necessary infrastructure at my/our disposal to execute the Bid.

I/we, the Sub-contractor(s) am/are willing to allow the Department of Defence's Officials access to my/our premises for inspection purposes.

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)

This document must be fully completed, the signed OHASA agreement amongst the DOD, bidder and sub – contractor's (in the event of sub – contracting). Failure to submit this document as indicated by the closing date and time **may invalidate this offer. Appendix I.**

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

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

THE DEPARTMENT OF DEFENCE AND _____

(Herein after referred to as the contractor)

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

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____)

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

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

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

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

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____ 2. _____

Signed and entered into at _____ On _____ 2023

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



SPSC GROUP QUESTIONNAIRE

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

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

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 24 JANUARY 2024
CLOSING TIME OF BID: 11H00

BID NUMBER: SPSC-B-046-2023
VALIDITY: 120 WORKING DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Service required in: KWA-ZULU NATAL

Do you confirm compliance to 120 working days validity period? **YES / NO**

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

Is your price firm for the validity period of 120 working days? **YES / NO**

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

Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months

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

Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract **YES / NO**

Do you confirm that you may sign a SBD 7.2 on award, **YES / NO**

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes:

YES / NO

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

ADMINISTRATION

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

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

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

WITNESS 1: **DATE:**

WITNESS 2: **DATE:**

BIDDER NAME:

SIGNATURE: **DATE:**

Capacity under which this bid is signed



FINANCIAL CAPACITY/PROOF OF GOOD STANDING

Financial Capacity/ Proof of Good standing: Bidders are to submit certification or proof of good standing from a registered auditor/ accountant/ bookkeeper with the company letter head indicating that the company bidding has the financial capability to sustain itself for a period of 3 months. Failure to submit this documents as indicated by closing date and time **may invalidate this bid. Appendix L**

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



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

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

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

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

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

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

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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:

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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

SCOPE OF WORK



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

The most suitable supplier will be awarded in accordance with compliance and fit for purpose.

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

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

FAILURE TO COMPLY/SUBMIT ANY OF REQUESTED MANDATORY DOCUMENTATION AS PER STATEMENT OF WORK SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THIS OFFER.

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

END USER REQUIREMENT
STATEMENT

**MAINTENANCE AND REPAIR OF
DIVING AND ASSOCIATED
EQUIPMENT FOR THE SA NAVY IN
KWA ZULU NATAL**

INDEX

TITLE

1. Definitions and SAN Forms.....
2. Scope
3. Quality requirement
4. Parts, Stores and Sub-contract work charges
5. Applicable law and Interpretation
6. Comprehensive hourly rates
7. Travelling allowance
8. Correspondence

1. DEFINITION OF TERMS AND SAN FORMS:

Unless inconsistent with or otherwise expressly indicated by the context the following terms shall apply throughout this specification.

- 1.1. **STATE**. Shall mean the Government of the Republic of South Africa in its Department of Defence and who is duly authorised to act herein on its behalf.
- 1.2. **EQUIPMENT**. Shall mean complete assemblies, sub-assemblies or component parts associated with Naval Diving Equipment.
- 1.3. **SPECIAL TEST EQUIPMENT OR SPECIAL TOOLS**. Shall mean any special to-type test instrument, jig, measuring device or tool necessary to execute repair, maintenance or testing of equipment in terms of this specification.
- 1.4. **TUS**. Shall mean Technical Upkeep Section.
- 1.5. **TECHNICAL UPKEEP EQUIPMENT (TUE)** Shall mean the Technical Upkeep Equipment, which is a sub-section of the Technical Upkeep Section.
- 1.6. **SA NAVY INSPECTOR**. Shall mean the duly authorised representative(s) of TUE. A list of authorised SA Navy representatives shall be given to the Contractor from time to time in writing during the course of the contract. These representatives shall be the only SA Navy personnel authorised to perform inspection duties in terms of this contract.
- 1.7. **SOW** Statement of Work.
- 1.8. **CERTIFICATE OF CONFORMANCE**. Final acceptance on receipt of signatures from End User and TUE'S delegated representatives.
- 1.9. **SPECIFICATION DOCUMENT**. Specification document supplying additional information not listed in SOW.
- 1.10. **SPSC**. Simon's Town Procurement Service Centre.
- 1.11. **CONTRACTOR**. Shall mean the successful Tenderer.
- 1.12. **NTAG**. Shall mean the Naval Technical Acceptance Group.
- 1.13. **SA NAVY FORMS REFERRED TO IN THIS SPECIFICATION**.
 - 1.13.1. SAN 3414 Technical Survey Report.
 - 1.13.2. SAN 3415 Costing Form.
 - 1.13.3. SAN 3416 Stores Order Form.
 - 1.13.4. SAN 3417 Acceptance Certificate.
 - 1.13.5. SAN S2018 Job Card.

1.12.6. OSIS Job Card.

COMPLY/
NOT
COMPLY

2. **SCOPE:**

2.1. The contents of this Specification is intended to form the basis of a contract between the State and the successful Tenderer, who must be able to undertake repairs, rejuvenation, testing and commissioning on all types of repairable Diving, and associated Equipment and Systems, on site, at their premises in the Durban area, as and when requested to do so by the SA Navy. **The bidder must have their own work shop.** This Equipment consists mainly of but not restricted to:

- 2.1.1 Decompression chambers.
- 2.1.2 Breathing air and industrial compressors and related equipment.
- 2.1.3 Breathing air, oxygen and oxygen enriched gas containers (High, medium and low-pressure vessels and portable gas containers).
- 2.1.4 Diving helmets and masks and related umbilicals.
- 2.1.5 Electronic equip and communication systems.
- 2.1.6 Oxygen bearing piping and components.
- 2.1.7 Lifting bags.
- 2.1.8 Breathing regulators.
- 2.1.9 Hydraulic and pneumatic equipment.
- 2.1.10 Diving suits.
- 2.1.11 Emergency oxygen breathing apparatus (Resuscitators).
- 2.1.12 Gas booster pumps (Haskel and Drager).
- 2.1.13 Surface Supply Umbilicals.
- 2.1.14 All auxiliary equipment associated with the equipment listed in paragraph 2.1.1 to 2.1.13.

COMPLY/
NOT
COMPLY

2.1.15 Manufacture of component parts for the repair and upgrade of systems and equipment.

2.1.16 The implementation of Engineering Changes (EC's) as deemed necessary by SA Navy.

2.1.17 The scope shall also include repair of items of equipment covered by clauses 2.1.1 to 2.1.14 which due to their specialised nature can only be repaired at the original equipment manufacturers, suppliers, or workshops within or outside the borders of the RSA.

2.1.18 Any other Diving associated Equipment as may be deemed necessary by SA Navy.

2.1.19 The SA Navy reserves the right to repair, service, manufacture or test equipment covered by clauses 2.1.1 to 2.1.18 using its own or other resources.

2.2. There will be two Diving Equipment contracts in place, one in the Western Cape Province and the other in the Kwa-Zulu Natal Province. Where work is located outside the Western Cape Province or the Kwa-Zulu Natal Province, the Navy shall decide which contractor to engage to carry out the work. This decision will be based on financial and traveling criteria. The contractors could also be asked to work in each-others area, only if either of the contractors are not able to meet the specific requirement for reasons beyond their control.

3. QUALITY REQUIREMENT

3.1. The tenderer's workshop must conform to Department of Labour regulations and City By Laws.

3.2. The Quality Control function shall be the responsibility of the Contractor.

3.3. The Quality Assurance and Audit Functions shall be the responsibility of SA Navy.

3.4. The SA Navy will conduct unscheduled and scheduled visits/inspections to the Contractors and their Sub-Contractor's premises throughout the duration of the contract

COMPLY/
NOT
COMPLY

4. PARTS, STORES AND SUB CONTRACT WORK – CHARGES:

4.1 Percentage mark ups on all parts and materials supplied by the Contractor including subcontract work will be governed by the following restrictions.

Spares, bought- outs, ex- stock items and subcont ract work	Value per purchase order or cost of Subcontractor services.	Maximum allowable handling fee markup.	Additional Handling fees to the Navy's account.	COMPLY/ NOT COMPLY
	< 140,000	15 %	Direct costs for packaging, Insurance, ROE, Clearance, Shipping or Delivery not included in handling fee will be paid for against documentary proof.
	> 140,001 to 280,000	12%	
	> 280,001 to 580,000	10%	
	> 580,001 to 800,000	8%	
	> 800,001	6%	

4.2. Should it prove necessary for the Contractor to provide technical assistance from another company such as an equipment manufacturer, either local or overseas, and at the request of the SA Navy in writing, then the charges required by that company shall apply, provided that such charges and handling fees are agreed upon by the SA Navy in advance.

4.3. When so requested by the SA Navy in writing, the Contractor shall obtain the services of an independent body or firm for the purpose of carrying out a certificated examination or survey. The cost of such services shall be claimed under sub contract work.

4.4. Should it prove necessary for the Contractor to provide specifications, handbooks or drawings as required by Clause 7, the Contractor shall where possible, provide the SA Navy with an estimate of the cost, prior to obtaining the document. Acquired documentation shall become the property of the SA Navy in terms of Clause 7.4 of this specification.

5. FINANCIAL CREDIBILITY

5.1. The registered auditor / accountant must confirm that the Contractor has sufficient finance available to manage this contract for a period of three months from the implementation date, based on the estimated annual value of the contract. This Financial Credibility Statement must be attached to the bid documentation.

6. **APPLICABLE LAW AND INTERPRETATION:**

- 6.1. The contract shall be interpreted according to the laws of the Republic of South Africa.
- 6.2. Where the requirements of the SOW and other parts of this Contract are at variance the SOW shall take precedence.

7. COMPREHENSIVE HOURLY LABOUR RATE:

- 7.1. When quoting for hourly labour rates, Contractors are required to support their quotes with the following details:
 - 7.1.1. Their rates for the same or similar service as applicable to their own direct customers, other than the State.
 - 7.1.2. Their cost structure, (a break down of how the amount payable by the state will be arrived at).
 - 7.1.3. The following cost structure (cost elements) and their values must be supplied as a minimum requirement:

Example of a typical service contract:

Direct labour	38.8%
Other variable costs	36.6%
Fixed costs	13.1%
Profit before tax	<u>11.5%</u> 100%

8. TRAVELLING ALLOWANCE:

8.1. Should it prove necessary for the Contractor to render prompt technical assistance in terms of Clause 2.1, the charges allowed shall be the current applicable labour rates, and in addition, the Contractor shall provide the SA Navy with documentary proof of actual expenses incurred in the execution of his duties for:

8.1.3. Accommodation: Three star Hotel

(or equivalent) dinner,
bed and breakfast.

9. CORRESPONDENCE:

9.1. All correspondence and invoices related to this contract shall be addressed to:

Director Fleet Logistics
Technical Upkeep Section
Private Bag X 1
Simon's Town 7995
For attention: SO Technical Upkeep Equipment



Section C

FUNCTIONALITY EVALUATION CRITERIA



APPENDIX N

COMPANY PORTFOLIO OF EVIDENCE FOR MAINTENANCE AND REPAIR OF DIVING EQUIPMENTS AND ASSOCIATED EQUIPMENTS

Company Certification,
Personnel organigram
Trade qualifications



APPENDIX O

SKILLS TRANSFER PLAN

Comprehensive skills transfer plan:

- a. On the job training (repairs)
- b. Preventative maintenance and service up to level 3
- c. On site calibration training
- d. On field skills transfer



APPENDIX P

PHYSICAL INSPECTION OF WORKSHOP

3.	<p>The following will be evaluated by the functionality scoring team and SPSC on a physical Inspection.</p> <p>Bidders will be evaluated.</p> <p>NOTE: checks are done to confirm capacity and capability for executing of tasks listed on paragraph 2.1.1. Till 2.1.16. Also to check if facilities, vehicles and personnel are suitable and meets the standards of workshop as per labour law and city by laws.</p> <p>All work done must be done in accordance with the latest SANS 347, SANS 1825 and SANS 10019.</p> <p>Below are the basic requirements that must be in the workshop but not limited to.</p>			
	<p>All test and measuring equipment must be calibrated and in date SANS accredited calibration certificates to be availed when requested in order to confirm calibration.</p> <p>Multi- meter Insulation tester 500/1000V Thermometer Micro meter (inside and outside) Toque Wrench</p> <p>Test benches (to test variety of dive equipments) Gauges to test meter sea water and bars Millimetre water gauge Flow meters (0-150L/minute) Transportable master gauge (for calibration onsite)** Ultrasonic baths Dying oven (40 min degrees Celsius) Ultra violet</p>			
	<p>Facilities must have the ability to clean equipments for use with 100% oxygen points for accredited and or calibrated and or certified facilities) (this is a critical requirement)</p> <p>Availability and use of PPEs and PPCs in the workplace and personnel.</p>			
	<p>Lathe Pedestal Drilling machine</p>			



	<p>Band saw Breathing air Compressors (air Test) Oxyacetylene cutting equipments Welding equipment, Arc TIG or/and MIG welding</p>			
	<p>Acceptance Test Procedures (Reports on work done, Run test results/ records and Signing off of Job cards (QA)) will be checked.</p>			
	<p>Separate, suitable and lockable facilities for safe keeping all SA Navy documents and equipments. (The store must only be for SA Navy equipments. Must be lockable, must have proper key control and if the store is covered by CCTV that will be beneficial.)</p>			



SECTION D

Special Conditions of Contract
General Condition of Contract

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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. Dumping and countervailing duties
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
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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 <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)

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.

TRANSPORT AND HANDLING OF EQUIPMENT

16. Equipment shall be conveyed in such a manner that no damage shall be inflicted thereon. The Contractor is to take all necessary precautions in handling delicate equipment to the satisfaction of the SA Navy, and is to ensure that repaired equipment is packed in a suitable manner for transportation.

17. An identification label shall be supplied with each piece of equipment, and it will be the Contractor's responsibility to ensure that this identification label remains with the item until it is eventually returned to the SA Navy.

18. On completion of all work on a piece of equipment it shall be returned to the SA Navy within the completion time the Contractor committed themselves to on their quotation (SAN 3415).

Failure to comply with the work completion date will result in penalties being imposed as prescribed in the General Conditions

of Contract (GCC), pages 9, 10 and 11, clauses 21, 22, 23 and 25. (Price of relevant work in delay, using the current prime interest rate calculated for each day overdue until actual delivery).

19. The Contractor shall in every event obtain a receipt signature on a company delivery note for the equipment concerned from a duly authorised representative of the SA Navy.

20. The SA Navy will refuse acceptance of a piece of equipment when:

- a. It is not accompanied by a copy of Acceptance Certificate (Form SAN 3417).
- b. The identification label as stipulated in paragraph of SCC 17 is missing.
- c. It appears that the equipment has suffered damage during transportation in the Contractors or hired vehicle.

21. The Contractor shall bear the risk of any damage sustained in transit when a company or hired vehicle is used and shall make good such damages at no extra charge to the SA Navy. Transit will include the process of loading and off-loading by the Contractor, his employees or subcontractors.

TRANSPORTATION COST:

22. The rates per kilometre for different vehicle types, allowed to the Contractor to recover costs, shall be those published and periodically amended by the Automobile Association of South Africa. A copy of the latest rates are to be attached to the quotation when claiming for transportation. The Contractor may only use appropriate vehicles for transportation.

23. Should it prove necessary for the Contractor to hire transport/cranage/fork lift vehicles to effect the collection/movement/or delivery of large items of equipment as required on paragraph 2 of SOW, then the rate applicable shall be that of the hire company, provided such rates are agreed upon by the SA Navy in advance. Such charges shall be treated as sub contract work.

24. Should it prove necessary for the Contractor to provide technical assistance from another company, such as an equipment manufacturer, either local or overseas, and at the request of the SA Navy in writing, then the charges required by that company shall apply, provided that

such charges and handling fees are agreed upon by the SA Navy in writing and in advance.

25. When so requested by the SA Navy in writing, the Contractor shall obtain the services of an independent body or firm for the purpose of carrying out a certificated examination or survey. The cost of such services shall be claimed under sub contract work.

ADJUSTMENT OF TRANSPORTATION RATES:

26. Rates adjustment for transportation will be as periodically amended by the Automobile Association of South Africa for various vehicle types.

TOOLS AND TEST EQUIPMENTS

27. The Contractor is to ensure that all their equipment requiring calibration is in date and that the calibration certification is available for inspection at all times during the contract period.

28. The Contractor is to maintain all their equipment that could be used during this contract in a sound state of repair, to the satisfaction of the SA Navy.

29. The Contractor is to possess such measuring and test instruments that will enable them to meet the specifications and tolerances required on the equipment they undertake to repair.

30. Lifting appliances and slings shall be examined or tested to meet requirements of the Occupational Health and Safety Act. Test certificates must be produced by the Contractor on request by the naval representative.

SAFE CUSTODY

31. The Contractor shall warrant that all SA Navy or State equipment related to this contract, held by him, shall be responsibly cared for and kept clear from liens, notarial bonds and encumbrances in favour of third parties.

32. The Contractor shall be held liable for the loss of or damage to SA Navy equipment in the Contractor's care or custody, either by theft, vandalism or any other cause.

33. Any such damage or loss shall be communicated to the SA Navy immediately in writing, with a report on the steps taken to recover such losses or rectify damage.

STANDARD OPERATING PROCEDURE(SOP)REPAIR PROCEDURE

34. The Contractor shall affect repairs to the equipment listed in Clause 2, in the following manner:

- a. Assessing the likely cost and nature of any repair work, together with the cost of the replacement parts and consumables required, submit a detailed quotation and obtain SA Navy approval in the form of a Government Order before proceeding with any work.
- b. The above mentioned quotation is to encompass a comprehensive work breakdown, including the man hours and labour rates for each task in the breakdown. The sub-contractors quotations are to give a breakdown of their work, together with a list of spares required and the cost of labour.
- c. Repair of the equipment by the appropriate method.
- d. Re-assembly of the equipment.
- e. Functional testing and/or testing to manufacturers specifications as may be applicable.
- f. Final painting, preservation and crating will be undertaken, unless otherwise instructed, all of which shall meet with the current requirements of the manufacturer and/or the SA Navy.

35. Mechanical damage (aesthetics), which only detracts from the appearance of an item, but does not affect its correct operation, shall not be repaired by the Contractor unless so instructed in writing by the SA Navy.

36. The Contractor shall replace all damaged or worn parts, which could be detrimental to the proper and reliable functioning of the equipment concerned. All such discarded parts shall be returned to the SA Navy.

37. In a case where replacement parts are unobtainable or cannot be timeously obtained to complete repair, the manufacture or repair of such replacement items will be permitted, provided that prior authority is obtained in writing, from the SA Navy.

38. Only the highest standard of workmanship is acceptable. A high standard of cleanliness is to be maintained in the workshop at all times.

39. Where procedures and acceptance specifications differ from normally accepted practice, the SA Navy shall issue documentation detailing the required procedure and acceptance standard(s).

40. The standard specifications to be used, shall where possible, be those to which the equipment was originally constructed/certified. Alternatively an acceptable equivalent standard approved by the SA Navy may be used.

41. Only SA Navy approved cleaning methods, lubricants, materials and paint schemes shall be used.

42. TUE shall be responsible for arranging two monthly progress meetings with the Contractor, following the start of the contract. The following information is to be tabled at these meetings.

- a. Technical progress made.
- b. Any anticipated delays or B.E.R. action.
- c. Details of any actual or anticipated problem areas.
- d. Corrective action taken to overcome actual or anticipated problem areas.
- e. Planned activity schedule relating to costing, including related records.

43. TUE shall also be responsible for arranging biannual progress meetings with the Contractor, Manager TUS, SO TUE and TUE Inspector. These meetings are held to identify any contractual problem areas and to bring Manager TUS up to speed with the Contract progress.

COST CONTROL

44. On receipt of each job, the Contractor is to provide the SA Navy with a cost for the required work. The estimate shall include the man-hours for each labour class, cost of materials, spares, consumables and any sub contract work. The estimate shall also include a list of the spare parts required together with part numbers or other means of identification, and shall include a start date for the repair work and a

completion date. The Contractor is to ensure this costing is made available to the SA Navy within 20 (twenty) working days from receipt of the Invitation to Quote. If the above cannot be met, the contractor must inform the TUE office in writing.

45. The estimate required shall be given on form SAN 3415 for all maintenance, repairs and testing of equipment. The cost of repairs to this equipment shall be in the form of a written quotation with a comprehensive breakdown of all spares, repairs and testing required, to bring the equipment in line with naval standards.

46. Should it prove necessary that a certain amount of work be performed before an estimate can be made (e.g. stripping, cleaning), then the Contractor is to provide an initial estimate for such work on form SAN 3415. **No work is to commence prior to receipt of a Government Order.**

47. All Labour times shall be to the nearest (1/2) hour.

48. The approval of the SA Navy, in the form of a Government Order is to be obtained prior to commencing any work, which shall normally be given within 30 days from receipt of a correct quotation.

49. The SA Navy reserves the right to instruct the Contractor in writing to discontinue repair and maintenance work at any stage including testing, should circumstances warrant such action. In such cases, the Contractor is to claim payment from the SA Navy for labour and material used and/or sub contract work carried out up to that stage. The Contractor is to pack all loose components and parts belonging to the item under repair, as well as items bought for which payment is being claimed, into a sturdy container, in such a way as to prevent damage to them, and return it with the item under repair to the SA Navy.

50. Should further unforeseen costs come to light after the Contractor has obtained approval from the SA Navy to carry out work (Govt. Order), an additional quotation for any further work must be submitted to the TUE and approved by the SA Navy (Govt. Order) **before additional expenses are incurred.** Any additional costing is to be submitted as an additional written quotation, entered on form SAN 3415.

51. The SA Navy Inspector shall check the repair times claimed against each piece of equipment and compare it with the Contractor's time sheets.

52. The inspector shall certify the spares, replacement parts, and workshop stores used and claimed for against each job.

53. The Contractor shall offer to the SA Navy all facilities and documents as and when required for controlling the cost price of materials and parts supplied by the Contractor in terms of this agreement.

LABOUR CHARGES – RATES

54. The Contractor shall submit firm and all inclusive rates for the labour classes shown below:

- a. Semi-skilled (Operator standard)
- b. Skilled (Artisan with appropriate, recognised, Trade Test Certificate).
- c. Highly skilled (Artisan with appropriate, recognised, Trade Test Certificate, and 10 years post trade test experience).
- d. Driver.
- e. Administration Clerk.

55. The Contractor is to submit and conform to overtime rates for the above labour classes as follows:

- a. Overtime for labour:
- b. Sunday Time:
- c. Public Holidays:

56. Should the overtime structure change during the course of this contract, the contractor is to inform the SA Navy of such changes without delay, in writing, and provide documentary proof of the source of such changes.

57. Overtime will only be worked when authorised in writing by the SA Navy.

58. Should it prove necessary for the Contractor to render prompt technical assistance in terms of Clause 2.1 of SOW, the charges allowed shall be the current applicable labour rates

ADDITIONAL TERMS FOR ADJUSTMENTS

60. Where rate adjustments are in favour of the State such favourable difference shall on demand be paid by the Contractor to the State or the State may deduct such amounts from monies, (if any) which may otherwise be due to the Contractor in terms of this agreement or any other agreement or any other amount which may be due to them.

61. All rate adjustment claims shall be submitted to the SA Navy in writing for written approval prior to commencement using the revised rates. Wage rate adjustment claims are to be submitted within ninety (90) days of the publication of the revised SEIFSA index tables. **Late submissions will not be considered.**

62. Approval shall be given by the SPSC within sixty (60) working days of receiving a correct claim submission.

63. All invoices subject to escalation, while waiting for the publication of the revised SEIFSA Tables, are to be back paid once the revised rate is available.

64. The invoice for the back payment of an Adjustment Claim shall be accompanied by a list of the previously invoiced work for which the claim is made. The list shall show the invoice number, workshop job number, SA Navy order number and the number of hours per labour class for which back payment is being claimed.

PAYMENT OF ACCOUNTS

65. Each order shall be invoiced for separately.

66. Progress part payments will be allowed in respect of major maintenance and repair work I.A.W. the written quotation requesting part payments.

67. The Contractor shall submit an invoice to the SA Navy within 20 (twenty) working days from the date of signature appearing on the Acceptance Certificate for payment purposes. These invoices shall reflect the appropriate government order number, workshop job number and item identification number.

a. Failure to comply with this 20 working day deadline will result in penalties being imposed as prescribed in the General Conditions of Contract (GCC), pages 9, 10 and

11, Clauses 21, 22, 23 and 25. (Price of relevant work in delay, using the current prime interest rate calculated for each day overdue until actual delivery).

68. VAT shall where applicable be invoiced by the Contractor and shall be shown as a separate line item on the invoice.

69. The invoice shall, where applicable, be accompanied by one copy of each of the following documents;

a. Workshop Job Card.

b. Acceptance Certificate SAN 3417 (Clause 8 of GCC). Copies of any relevant documents such as test sheets, etc. will be required for technical verification by SA Navy Inspectors.

c. Completed copy of form SAN 3415.

d. Copies of all relevant supporting documents for costs claimed i.e. time sheets (signed by TUE Inspector) and copies of invoices for materials, spares, consumable stores, including ex stock items and sub contract work. If no invoice is available for ex stock items, a current market related quotation will be acceptable.

70. The invoices and supporting documents required above shall be forwarded to the address shown in paragraph 9 of SOW.

71. Under normal circumstances, payment should be effected within 30 days of receipt of invoice by the Financial Accounting Service Centre (FASC) provided it is accompanied by correct and certified supporting documentation.

LIQUIDATION

72. If, during the validity of the contract, an order is granted placing the Contractor provisionally or otherwise in voluntary or compulsory liquidation or under judicial management, the State shall have the right to terminate the contract without giving notice to the Contractor.

QUALITY REQUIREMENT:

73. The tenderer is to have obtained ISO 9001: 2015 series accreditation for the workshop that they intend using for the execution of this contract. **Proof**

accreditation is to be attached to the tender documentation. (Will be confirmed on-site inspections)

74. The tenderer is to be accredited by the South African National Accreditation System (SANAS). Proof of current accreditation is to be attached to the tender documentation. SANS 10019-2021 (will be confirmed on-site inspections)

75. The tenderer is to have the capacity to work in accordance with the latest version of the American Society for Mechanical Engineers (ASME) and /or the International Maritime Contractors Association (IMCA) and/ or the British Standard (BS) which pertain to the scope of this contract. These documents and a list of achievements are to be attached to the tender documentation. These are not mandatory requirements

76. The tenderer to have obtained ISO 45001:2018 accreditation. Proof accreditation is to be attached to the tender documentation. (Will be confirmed on-site inspections)

DURATION AND VARIATION OF THE CONTRACT

77. The contract shall be valid for a period of 3 (three) years commencing on the date stipulated in the letter of acceptance of the offer that is issued to the successful Tenderer, hereinafter referred to as the Contractor. The date of commencement may be postponed by written agreement between the State and the Contractor.

78. The State reserves the right to cancel the contract at any time during the period of validity due to non-compliance, and/or poor performance by the Contractor or in the event of a State of Emergency being declared.

79. No amendments to this contract shall be made unless agreed upon in writing and signed by the duly authorised representatives of SA Navy and Contractor.

CONTRACTOR'S STAFF

80. The Contractor shall maintain for the purpose of this contract an efficient, experienced and well-trained staff, working under the direct control of qualified and certified supervisors.

81. Any member of the Contractor's staff who is subsequently found to be unsuitable, shall, without prejudice, and on written instruction from SA Navy, not be allowed to do any further work for the duration of this contract.

82. It is desirable that, where possible, individuals from the Contractors staff complement be kept on naval repair work exclusively, to ensure continuity of expertise.

SPECIFICATIONS, HANDBOOKS AND PATENT RIGHTS

83. The Contractor will, upon written request to the SA Navy, be provided with sufficient information such as drawings, handbooks, specifications, certification, etc. to enable him to carry out such repair work as he may undertake for the SA Navy in terms of this contract.

84. Where such information is not available from naval sources, the Contractor shall endeavour, upon written request from the SA Navy, to acquire such information and to conform to Industry Standards.

85. The Contractor shall make bound copies of all information acquired by means of Clause 7.2. Such information shall be securely stored in an office on the Contractor's premises with a proper index and cross-reference for easy access.

86. This documentation, together with any spare copies, its index and cross reference, as described in Clause 7.3, will remain the property of the SA Navy and shall be handed over as directed or upon the termination of the contract.

87. The above information shall be for the sole use of the SA Navy, the Contractor and his appointed contractors. The information referred to in clause 7.2 shall not be revealed or made available to any establishment or person for any reason, except with the written permission of the SA Navy.

88. The SA Navy agrees to respect all patented processes, methods, designs, treatment and data which the Contractor has access to. This does not preclude the SA Navy or its agents from pursuing their own research into repair, calibration or test procedures.

TRANSPORTATION AND HANDLING OF EQUIPMENT LIABILITY

89. The Contractor shall bear the risk of any damage sustained in transit when a company or hired vehicle is used and shall make good such damages at no extra charge to the SA Navy. Transit will include the process of loading and off loading by the Contractor or their Subcontractor.

INSPECTION:

90. The maintenance and repair of all equipment shall at all times be subject to acceptance procedures by the SA Navy.

91. Authorised SA Navy Inspectors in terms of Clause 1.6 shall have access to the Contractor's premises at all reasonable times for the purpose of technical inspection of the work in hand and the relevant documentation.

92. Should it prove necessary, the Contractor shall make available to the inspectors a suitable lockable facility for the safekeeping of documentation and items necessary for the performance of their task.

93. In-line inspections will be carried out during repair operations and the job cards will be endorsed accordingly by the SA Navy Inspector.

94. Inspection break points shall where necessary, be identified and agreed upon at the commencement of each individual job. The Contractor shall be responsible for giving the SA Navy Inspector concerned reasonable notice when the need for a break point inspection is evident.

95. Third Party Inspection by a Government Approved Company. Third Party Inspections of items, which fall within this definition shall be at the discretion of the SA Navy Inspector concerned, these costs will be borne by the SA Navy.

96. Non Destructive Testing and Material Analysis will normally be undertaken by the SA Navy Materials Laboratory. Should this facility be unable to undertake such work within a required timescale, or should a second opinion be required, the Contractor is to use a recognised Laboratory for such work and is to provide the SA Navy with full documentation in respect of results obtained and process used. The above requirement does not prevent the Contractor from undertaking

- a. normal Dye-Penetrant test procedures in the course of examinations, unless specific instructions to the contrary have been issued by the SA Navy Inspector. All costs to be borne by the SA Navy.

97. The contractor is to notify the SA Navy Inspector of the intention to place work with a sub-contractor. The SA Navy reserves the right to examine work in hand at sub-contractors premises and to refuse the use of a specific sub-contractor should circumstances warrant such action.

98. The SA Navy Inspector shall check the repair times claimed against each piece of equipment and compare it with the contractors estimated times. The Inspector shall also certify the spares and replacement parts used.

99. Certification and approval of the various items shall be indicated by the Inspector's counter signature.

100. Should the SA Navy at any time wish to send any of their own personnel, in addition to the SA Navy Inspectors, to work at the Contractor's premises for training purposes, this shall first be mutually agreed upon in writing. Such work shall be controlled and recorded by the Contractor for record purposes. This training is not to interfere with any other work being undertaken by the Contractor, whether in terms of this contract or otherwise. All work carried out shall conform to the appropriate standards/specifications.

101. During the course of maintenance and repair work the Contractor shall where applicable, record in an acceptable format, the various measurements and observations of the conditions of the various components. He shall also record whether the components are re-used, reworked or renewed. Where possible, manufacturers' work sheets shall be used for this purpose. Copies of all test sheets and measurement records shall be passed to the SA Navy Inspector for record purposes.

TRANSPORT COSTS: (AA rates apply)

102. The rates per kilometre for different vehicle types allowed to the Contractor to recover the cost of collection and delivery of equipment shall be those published and periodically amended by the Automobile Association of South Africa. A copy of the latest rates is to be attached to the quotation when claiming for transportation.

103. Should it prove necessary for the Contractor to hire transport, cartage or forklift vehicles to effect the collection, movement or delivery of large items of equipment, then the rate applicable shall be that of the hire company, provided such rates are agreed upon by the SA Navy in advance. Such charges shall be treated as sub-contract work.

AUDIT CONTROL:

104. The State reserves the right to audit the stock control records of the contractor pertaining to the execution of the contract, and shall have reasonable access to such records, registers and facilities at all reasonable times.