



INVITATION TO BID

**3 (THREE) YEAR CONTRACT FOR THE MAINTENANCE AND
REPAIR OF MECHANICAL EQUIPMENT IN KWA ZULU NATAL**

SPSC-B-013-2021

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

CLOSING DATE 17 JANUARY 2022

CLOSING TIME: 11H00

VALIDITY: 120 WORKING DAYS

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SECTION A:

CONTACT INFORMATION

Technical Information

Contact: Warrant Officer Class One T.S. Tsogang
Office Tel No: (021) 787 5207
Office Fax No: (021) 787 5171

Administration Information: Information regarding the completion of the Bid Documents:

Contact: Warrant Officer Class Two T.Q. Arendse
Office Tel No: (021) 787 5207
Email Address: spscbidinvitation@gmail.com

Address for depositing of bid documents:

Postal: Simon's Town Procurement Service Centre
PO Box 685
Simon's Town
7995

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

BID SUBMISSIONS

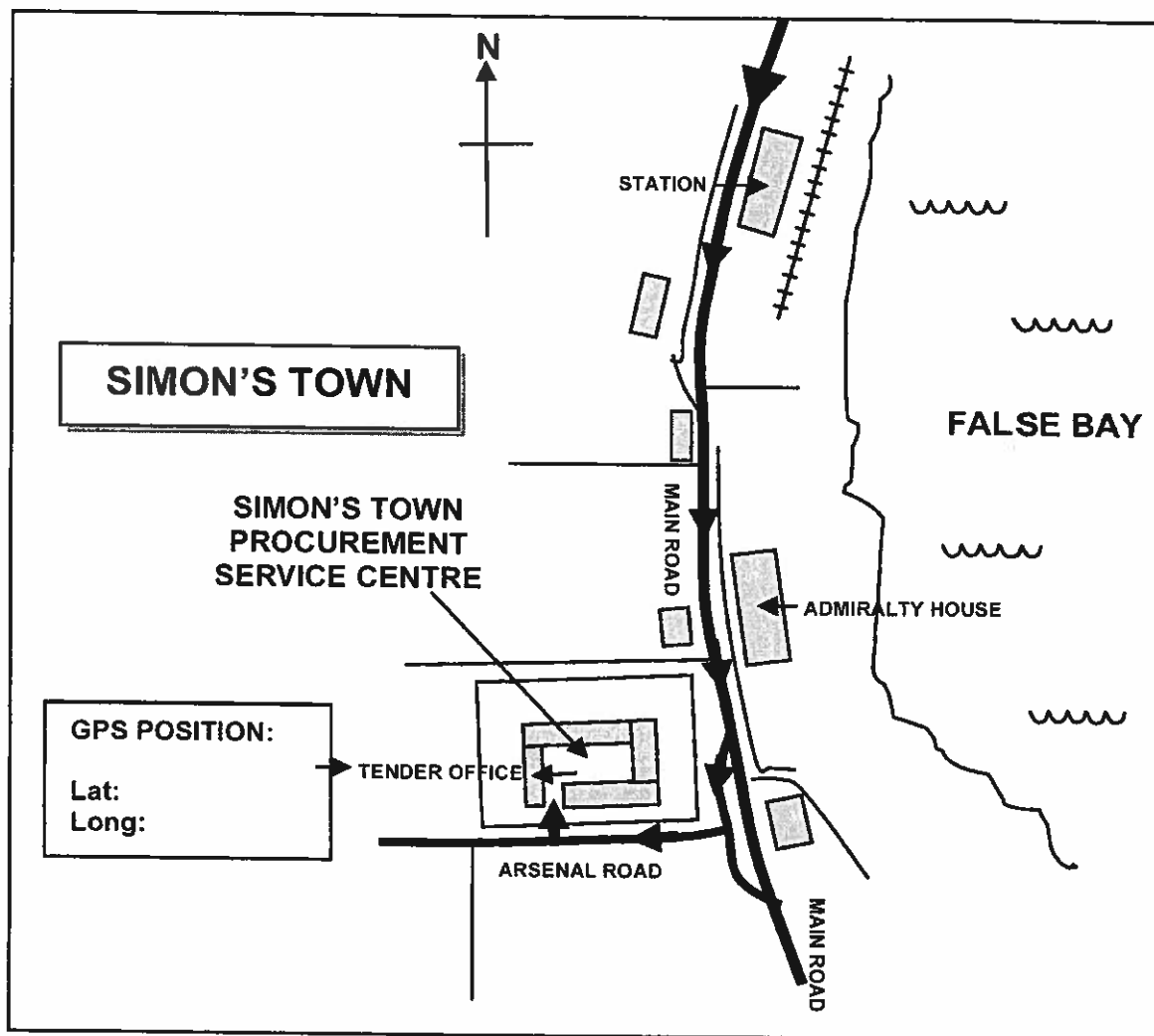
Closing period of bid: 21 working days
Validity of Bid: 120 working days
Closing date of Bid: 17 JANUARY 2022
Closing time of Bid: 11H00



GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'





Section A:

ADMINISTRATION EVALUATION CRITERIA



General Rules for completion of Bid documents.

Amendment, scratching, use of "Tippex" and omission to all the documents **will** invalidate the bids.

Submission of Two envelopes system

Bidders are required to submit **STRICTLY** Two (2) separate properly sealed envelopes, clearly marked, Company stamp, Company name, Bid number and closing date.

ENVELOPE 1: PRICE PROPOSAL

It must contain the completed Intenda Pricing Schedule only.

ENVELOPE 2: ALL OTHER DOCUMENTS

It must include but not be limited to Scope of Work/Specification and mandatory bid document. **(N.B. Excluding the Intenda Pricing Schedule)**

ADMINISTRATIVE MANDATORY CRITERIA

1. **Phase 1:** Bidders will be evaluated on phase 1/ stage 1 and 2 for compliance to the mandatory requirements in accordance with Preferential Procurement Policy Framework ACT, 2000: Preferential Procurement Regulations, 2017 par 5 subpar (1)–(7) (where applicable). Bidders that do not fully comply with the criteria will be eliminated / excluded and will not go to the next phase.

S/No	Criteria
	a
	Stage 1
1.	STAGE 1 CRITERIA IAW PPR 2017 Phase 1, stage 1 criteria: (a) tenderer's having a stipulated minimum B-BBEE status level two (2) contributor (level 1 to level 2 B-BBEE status) ; (b) an EME or QSE; Failure to comply will invalidate the bid.
	Stage 2
2.	SBD 1 - Invitation to Bid: This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this bid. Appendix B
3.	Intenda Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1 where bidder's information is to be completed. Lead time, Quantity available, Total Unit Cost, Total Cost and BBEE Level must be indicated. The Intenda Pricing Schedule must be submitted as ENVELOPE 1. Failure to submit this document as indicated above by the closing date and time may invalidate this offer. Appendix C



S/No	Criteria
	a
4.	SBD 4 - Declaration of Interest: This document must be fully complete. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix D
5.	SBD 6.1 - Preference Points Claim Form: This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix E
6.	SBD 8 - Declaration of bidders past supply chain management practices: This document must be fully complete. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix F
7.	SBD 9 - Certificate of Independent bid determination: This document must be fully complete. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix G
8.	Briefing Session Certificate: Failure to attend the briefing session and submit the completed and signed Briefing session certificate by the closing date and time will invalidate the bid. Appendix H.
9.	Auditors Financial Credibility Statement: An original Financial Credibility Statement compiled by a registered auditor / accountant in the Legal Name of the bidding company must be submitted with the bid. This Financial Credibility statement must include the Financial Practitioners registration number and be signed by both the Bidder and the Financial Practitioner. This document should not be longer than 2 pages. Failure to submit the required Financial Credibility Statement may invalidate the bid. Appendix I.
10.	Certificate of Compliance By Sub-Contractor / Supplier: An original certificate of compliance signed by the bidder and all sub - contractor/s to be submitted with the bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix J
11.	Written Agreement wrt Occupational Health and Safety Agreement (OHASA): The signed OHAS agreement amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) should be returned with the bid documents. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix K.
12.	Central Suppliers Database (CSD) Registration Report: The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information: i. Tax Compliant ii. Successfully verified bank details iii. Compliant tax status iv. The Suppliers must have a "Physical Address type" v. The supplier must be registered for the commodity/service required in this bid. Failure to submit this CSD Registration Report will invalidate your offer. Appendix L

S/No	Criteria
	a
13.	Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid. Appendix M.
14.	SPSC Group Questionnaire: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix N.



TECHNICAL EVALUATION

2. **Phase 2:** Only bidders that qualified on phase 1 (stages 1 and 2) (Mandatory) will be evaluated on phase 2 (Technical) by means of compliance to specification/scope of work.

S/No	Criteria
	a
	Stage 1
1.	Phase 2 : The bidder's compliance and the end-user's acceptance of the submitted specification/scope of work. Failure to comply will invalidate the bid.

DISCRIMINATORY/FUNCTIONALITY SCORING

3. **Phase 3:** Only bidders that qualified on Phase 1 (Administrative Mandatory Evaluation) and Phase 2 (Technical Evaluation) will be evaluated on Phase 3 (Discriminatory/Functionality scoring). The bids will be adjudicated with a maximum total of 45 points.

The minimum threshold is 70%. All bidders who score less than 70% will be excluded from the next phase of the evaluation.

Functionality Criteria	Weight
a. Proven track record and Regional Footprint	25
b. Company Organogram	10
c. ISO 9001: 2015 Accreditation	35
d. Transfer of Skills Plan	5
e. Physical inspection of workshop	25



4. **Phase 4:** Only bidders who qualified on phase 3 (Functionality) will be evaluated on phase 4 and phase 5 (Price and BBEE) in accordance with the PPPFA 05 of 2000, PPR 2017 par 5 sub-par (1)-(7) with the lowest acceptable bid receiving the highest points and forming the basis against which other reasonable offers are received and calculated as follows:

- a. Standard Approach: The PQs/ bids received are compared with each other to establish the reasonableness of prices or tariffs.
- b. Market Comparisons: The offered prices or tariffs are compared with market-related prices or tariffs that the suppliers charge their other clients, i.e. wholesale clients in the private sector.
- c. Price History: The offered prices or tariffs are compared with the prices or tariffs paid or used in the past.
- d. Profit Analysis: The profit before tax based on a full statement of applicable costs must be determined and its reasonableness determined. The various cost elements and their values must be supplied, preferable with PQ/bids, as a minimum requirement where reasonableness of the prices or tariffs must be determined on the basis of profit. The average net profit for the different industrial sectors lies between 10% and 15%.

Phase 4	Price. (Will be according to specific requirements)	80/
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5. **Phase 5:** Preferential points. (As per B-BBEE Act, 2003 (Act No. 53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) which must be submitted together with the Bid document).

Preferential B-BBEE points		
Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:		
B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant	0	0



A bidder must not be disqualified from the bidding process if the CSD Registration Report does not indicate a B-BBEE status level of contribution is a non-compliant contributor or has failed to submit proof of B-BBEE status level contribution. Such a bidder will score zero (0) out of twenty (20) points

Calculation of the total points scored for price and B-BBEE status level of contribution.

The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.



MANDATORY BID DOCUMENTATION

1. The following standard documents and appendices must be fully completed in all aspects in clear legible manner, signed by the duly authorised representative of the bidder and attached in the following order by the closing date and time.

Standard Bid Documents

Appendix A:	PPR 2017
Appendix B:	SBD 1: Invitation to bid
Appendix C:	Intenda Pricing Schedule
Appendix D:	SBD 4: Declaration of Interest
Appendix E:	SBD 6.1: Preference Points Claim Form
Appendix F:	SBD 8: Declaration of bidder past supply chain management practices
Appendix G:	SBD 9: Certificate of Independent bid determination
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Appendix I:	Financial Capability.
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Appendix M:	DoD (DI) Vetting Questionnaire.
Appendix N:	SPSC Group Questionnaire

MANDATORY BID DOCUMENTATION

1. The completion and submission of the above standard id documents and appendices is **MANDATORY** and must be submitted as complete bid document by the closing date and time. Failure to fully complete and submit the standard bid documents and appendices by the closing date and time **WILL** invalidate the bid.

2. The completion and submission of the above standard id documents and appendices is **MANDATORY** and must be submitted as complete bid document by the closing date and time in a sealed envelope with the bid number, closing date and time endorsed on the outside. **LATE BIDS** will not be accepted or processed and will be returned unopened to the address appearing on the bid document. Failure to fully complete and submit the standard bid documents and appendices by the closing date and time **WILL** invalidate the bid as in complete.



CRITERIA IAW PPR 2017

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA



SBD 1: INVITATION TO BID

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

ART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER: SPSC-B-013-2021		CLOSING DATE: 17 JANUARY 2022		CLOSING TIME: 11H00	
DESCRIPTION: 3 (THREE) YEAR CONTRACT FOR THE MAINTENANCE AND REPAIR OF MECHANICAL EQUIPMENT IN KWA ZULU NATAL					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
Simon's Town Procurement Service Centre. No 2 Arsenal Road, Simon's Town or handed in at the Bid Reception					
Section, No 2 Arsenal Road, Simon's Town (Directions to the above address are available with the Bid Document)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		WARRANT OFFICER T.Q. ARENDSE		CONTACT PERSON	
TELEPHONE NUMBER		(021) 787 5207		TELEPHONE NUMBER	
FACSIMILE NUMBER		(021) 787 5171		FACSIMILE NUMBER	
E-MAIL ADDRESS		spscbidinvitation@gmail.com		E-MAIL ADDRESS	
				spsctechsection@gmail.com	
SUPPLIER INFORMATION					
LEGAL NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	
		☐ Yes ☐ No		[TICK APPLICABLE BOX]	
				☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
				☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



INTENDA PRICING SCHEDULE

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA



SPSC-B-010-2021

PRICING SCHEDULE

Please ensure the following fields are completed on the Intenda Pricing Schedule

- a. Company Name
- b. Attention:
- c. Tel No:
- d. Fax No: (if no fax number indicate N/A)
- e. Cell No:
- f. Email:
- g. Lead Time
- h. Quantity Available
- i. Total Unit Cost
- j. Total Cost
- k. B-BBEE level



Request for Bid : SPSC-B-013-2021

Author: Wendy Cooper
Date: 11/22/2021 11:28:47

PRICING SCHEDULE

Bid No. SPSC-B-013-2021
Document No: 0000410098
Description: 3 (THREE) YEAR CONTRACT FOR THE MAINTENANCE AND REPAIR OF MECHANICAL EQUIPMENT FOR THE SA NAVY (KW/A ZULU NATAL)
Currency: ZAR
Closing Date: 2022-01-17 11:00:00
Status: Created
Validity Days: 120 working days

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

No.								
Item Code		Item Description		Consumer		Delivery Point	Purchase Unit of Measure	Date Required
3006263860		LABOUR RATES - SEMI SKILLED (OPERATOR STANDARD) RATE PER HOUR		DIRECTOR FLEET LOGISTICS		Durban	Each	
		Line Comment		Lead Time		Quantity Required	Quantity Available	
				1				
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs								
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs								
2								

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	LABOUR RATE - SKILLED (ARTISAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	LABOUR RATE - HIGHLY SKILLED (TECHNICIAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	LABOUR RATE - PROJECT MAAGER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	LABOUR RATE - DRIVER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

6	
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Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	LABOUR RATE - ADMINISTRATION CLERK. RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVERTIME RATE - SEMI SKILLED (OPERATOR STANDARD) FIRST SIX HOURS: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVERTIME RATE - SKILLED (ARTISAN STANDARD) FIRST SIX HOURS RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVERTIME RATE - HIGHLY SKILLED (TECHNICIAN STANDARD) FIRST SIX HOURS: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVER TIME RATE - PROJECT MANAGER FIRST SIX HOURS. RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVERTIME RATE - DRIVER FIRST SIX HOURS. RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	OVERTIME RATE - ADMINISTRATION CLERK FIRST SIX HOURS. RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - SEMI SKILLED (OPERATOR STANDARD). RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - SKILLED (ARTISAN STANDARD) RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - HIGHLY SKILLED (TECHNICIAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - PROJECT MANAGER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - DRIVER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
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Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	EXTENDED OVERTIME RATE - ADMINISTRATION CLERK: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - SEMI-SKILLED (OPERATOR STANDARD) RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - SKILLED (ARTISAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - HIGHLY SKILLED (TECHNICIAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - PROJECT MANAGER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - DRIVER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	SUNDAY TIME RATE - ADMINISTRATION CLERK: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAYS RATE - SEMI-SKILLED (OPERATOR STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

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Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAY RATES - SKILLED (ARTISAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAYS RATE - HIGHLY SKILLED (TECHNICIAN STANDARD): RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAYS RATE - PROJECT MANAGER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAYS RATE - DRIVER: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
		1			
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

30	
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Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
3006263860	PUBLIC HOLIDAYS RATE - ADMINISTRATION CLERK: RATE PER HOUR	DIRECTOR FLEET LOGISTICS	Durban	Each	
	Line Comment	Lead Time	Quantity Required	Quantity Available	
			1		
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Questionnaires

Questionnaires / Evaluation Criteria

THE 90/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questions	Options
Please provide your BBEE level from the possible list provided in the dropdown.	LEVEL 1
	LEVEL2
	LEVEL3
	LEVEL4
	LEVEL5
	LEVEL7
	LEVEL8
	NON-COMPLIANT

Attachment Description

Attachment File Name



SBD 4: DECLARATION OF INTEREST

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4 Company Registration Number:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

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

YES/NO

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

```

YES/NO

[illegible]

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011



SBD 6.1: PREFERENCE POINTS CLAIM FORM

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender *(delete whichever is not applicable for this tender)*.

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



SBD 8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

CERTIFICATE OF INDEPENDENT BID DETERMINATION

SBD 9

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



COMPULSORY BRIEFING SESSION CERTIFICATE

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 07-12-21

Briefing session time: 11:00 AM

Venue: Naval Base Durban Galley Conference Room, Bluff, Naval Base Durban

Bid No: SPSC-B-013-2021

Closing date and time of bid 17 JANUARY 2022 11H00

Validity period: 120 Working Days

The Information briefing session is **compulsory** and the original signed and stamped certificate must be submitted as appendix A 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



AUDITORS FINANCIAL CREDIBILITY STATEMENT/FINANCIAL CAPABILITY

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA



**CERTIFICATE OF COMPLIANCE BY SUB-
CONTRACTOR / SUPPLIER - SUB-
CONTRACTOR AGREEMENT**

TO BE COMPLETED AS PER ADMINISTRATIVE MANDATORY CRITERIA

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 OCCUPATION HEALTH AND SAFETY AGREEMENT (OHSA)

TO BE COMPLETED AS PER ADMINISTRATION EVALUATION CRITERIA



**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.

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

_____ Signed By Contractors Authorised Representative

_____ Full Name of Contractors Authorised Representative

Witnesses 1. _____

2. _____

Signed and entered into at _____ On _____ 2021

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

_____ Signed By Contractors Authorised Representative

_____ Full Name of Contractors Authorised Representative

Witnesses 1. _____
 2. _____

Signed and entered into at _____ On _____ 2021



CENTRAL SUPPLIERS DATABASE (CSD) REGISTRATION REPORT

TO BE COMPLETED AS PER ADMINISTRATION EVALUATION CRITERIA



DEPARTMENT OF DEFENCE INTELLIGENCE **(DI) VETTING QUESTIONNAIRE**

TO BE COMPLETED AS PER ADMINISTRATION EVALUATION CRITERIA

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).*



SPSC GROUP QUESTIONNAIRE

TO BE COMPLETED AS PER EVALUATION CRITERIA

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID 17 JANUARY 2022 **BID NUMBER:** SPSC-B-013-2021
CLOSING TIME OF BID 11H00 **VALIDITY:** 120 WORKING DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

This requirement will be evaluated in 5 phases

PHASE 1: ADMINISTRATIVE MANDATORY CRITERIA

PHASE 2: TECHNICAL EVALUATION

PHASE 3: DISCRIMINATORY/FUNCTIONALITY SCORING

PHASE 4: PRICE

PHASE 5: B-BBEE POINTS

This requirement will be evaluated in terms of the 80/20 principle

This requirement will be evaluated as a case

Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit v/s SBD 6.1 or failure to submit this document by closing date and **time will results with points being forfeited.**

Have you submitted your B-BBEE Certificate/Sworn Affidavit YES / NO

Is your offer strictly to specification YES / NO

If not to specification, please state deviations

.....
The Specification/Scope of Work must be completed with the words "COMPLY/DO NOT COMPLY" alongside each paragraph and sub paragraph. OK, ticks etc will not be acceptable.

FAILURE TO DO SO WILL INVALIDATE YOUR BID

Have you completed the Specification/Scope of Work fully YES / NO

Firm delivery period: eg. 1 day, 1 week or 1 month

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

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

If not, state reason/s

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

17 JANUARY 2022
11H00

BID NUMBER: SPSC-B-013-2021
VALIDITY: 120 WORKING DAYS

PAGE 2

Do you confirm compliance to the Special Conditions of Contract YES / NO
Do you confirm compliance to the General Conditions of Contract? YES / NO
Do you confirm that you may sign a SBD 7.2 on award, should you be the successful bidder YES / NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents and the relevant bid conditions 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



SECTION B:

TECHNICAL EVALUATION:

SPECIFICATION/STATEMENT OF WORK



TECHNICAL EVALUATION

6. **Stage 2:** Only bidders that qualified on phase 1 (stages – 1 and 2) (Mandatory) will be evaluated on phase 2 (technical) by means of compliance to specification/scope of work.

S/No	Criteria
	A
	Stage 1
1.	Phase 2: The bidder's compliance and the end-user's acceptance of the submitted specification/scope of work. Appendix O Failure to comply WILL invalidate the bid.



SPECIFICATION/SCOPE OF WORK

The Scope of Work must be completed with the words "COMPLY/DO NOT COMPLY" alongside each paragraph and sub paragraph. OK, ticks etc will not be acceptable.

FAILURE TO DO SO WILL INVALIDATE YOUR BID

END USER REQUIREMENT **STATEMENT**

MAINTENANCE AND REPAIR OF MECHANICAL EQUIPMENT RELATING TO THE SA NAVY IN THE KWAZULU NATAL PROVINCE

INDEX

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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 Naval Equipment in the Mechanical Field, which requires repair or maintenance.
- 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 or maintenance of equipment in terms of this specification.
- 1.4. TUS. Shall mean Technical Upkeep Section.
- 1.5. TUE. Shall mean the Technical Upkeep Equipment office of the Technical Upkeep Section.
- 1.6. SA NAVY INSPECTOR. Shall mean the duly authorised representative(s) of the SA Navy Technical Upkeep Equipment. 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 the End User and TUS delegated representatives.
- 1.9. SPECIFICATION DOCUMENT. Specification document supplying additional information not listed in SOW.
- 1.10. NTAG. Naval Trials Acceptance Group.
- 1.11. SPSC. Simon's Town Procurement Service Centre.
- 1.12. CONTRACTOR. Shall mean the successful Tenderer.
- 1.13. BER. Beyond Economical Repair.
- 1.14. SA NAVY FORMS REFERRED TO IN THIS SPECIFICATION.
- 1.14.1. SAN 3414 Technical Survey Report.
- 1.14.2. SAN 3415 Costing Form.

COMPLY /
NOT
COMPLY

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1.14.3. SAN 3416 Stores Order Form.

1.14.4. SAN 3417 Acceptance Certificate.

1.14.5. OSIS Job Card

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 and testing on all types of repairable Mechanical Equipment associated with Naval Ships and Shore Bases at their premises in the Kwa Zulu Natal Province, as and when requested to do so by the SA Navy. The response time for emergencies is to be within 2 hours and that of normal work, between 6 and 8 hours. The equipment consists mainly of, but not limited to:

2.1.1. Main and auxiliary machinery, transmission and component parts, except when covered and can be undertaken by separate contracts.

2.1.2. All Pumps, Compressors, All Winches and Blowers, including their electrical drive motors and electrical components.

2.1.3. Valves of all types, including electromagnetic components and Motorised Valves.

2.1.4. Heat Exchangers.

2.1.5. Hydraulic equipment.

2.1.6. Pneumatic equipment.

2.1.7. MP & HP Air Bottles, Head Gear, Valves, Pipes & Fittings.

2.1.8. Hull components, fittings and shafting arrangements.

2.1.9. Fuel Pumps, Governors, Injectors and all other fuel related equipment, except when covered and can be undertaken by separate contracts.

2.1.10. Refrigeration and Air-conditioning systems and accessories.

2.1.11. Lifting equipment, eg. Fork Lifts without registration numbers, overhead cranes and all other lifting equipment, except when covered and can be undertaken by separate contracts.

2.1.12.	Black and Grey Water systems and their component parts aboard vessels except when covered and can be undertaken by separate contracts.	.....
2.1.13.	Small craft and associated mechanical equipment, except when covered and can be undertaken by separate contracts.	.....
2.1.14.	Other mechanical equipment as may be deemed necessary.	.....
2.2.	The SA Navy reserves the right to repair items of equipment using its own, or that of other resources.	.....
2.3.	There will be two Mechanical 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.	.....
3.	<u>QUALITY REQUIREMENT:</u> Refer to discrimination criteria in the TOR.	.....
4.	<u>DURATION AND VARIATION OF THE CONTRACT:</u>	.....
4.1.	This Contract will be valid for a period of 3 (Three) years, refer to the TOR.	.....
5.	<u>CONTRACTOR'S PREMISES, TOOLS AND TEST EQUIPMENT:</u>	.....
5.1.	The Contractors premises and equipment shall remain accessible in all respects to the SA Navy for the duration of the contract.	.....
5.2.	Any special test equipment, tools and instruments which are specific to the equipment forwarded for repair will, where possible, be made available on loan to the Contractor by the SA Navy, upon receipt of a written request thereto.	.....
5.2.1.	All such items are to be maintained in good order and will be mustered and examined six monthly by the SA Navy representative.	.....
5.2.2.	The Contractor shall, where applicable, be responsible for the testing and calibration of such items on loan from the SA Navy in the same manner as that referred to in Clauses 5.7 and 5.8.	.....
5.2.3.	The Contractor shall be responsible for such tools and instruments as are provided by the SA Navy, which are damaged or lost during use by the Contractor or his employees or representatives. The Contractor shall replace any such tools or instruments within 30 days of such damage or loss.	.....

- 5.2.4. All such tools and instruments that are on loan to the Contractor by the SA Navy, are to be made available for use by the SA Navy as and when they may be required, providing that the use of such tools and instruments by the SA Navy, does not interfere with the Contractor in the execution of their duties in terms of this contract.
- 5.9. The Contractor shall maintain a secure store room or storage area exclusively for equipment belonging to the SA Navy where it can be inspected by the SA Navy or its representative at any reasonable time.
- 5.3. In the event that the contractor is required to repair specialised equipment such as Hydraulic, Pneumatic, Air Conditioning or Refrigeration equipment, where the contractor does not have the required skills, the contractor is to appoint a suitably qualified sub-contractor to carry out this work. **The contractor is to provide a list of these sub-contractors together with the tender documents.**
- 5.4. The contractor shall be permitted to appoint sub-contractors in the Kwa Zulu Natal area. These sub-contractors shall conform to the same quality requirements as the tenderer/contractor unless otherwise agreed upon in writing, and signed by both the TUE representative and Contractor.
- 6. CONTRACTOR'S STAFF:**
- 6.1. The Contractor shall maintain for the purpose of this contract, an efficient, experienced, well-trained and certified staff, working under the direct control of suitably qualified and certified supervisors.
- 6.2. All Personal Protective Equipment (PPE) will be to the contractor's account.
- 7. SPECIFICATIONS, HANDBOOKS AND PATENT RIGHTS:**
- 7.1. The Contractor will, upon written request to the SA Navy, be provided with sufficient information such as drawings, handbooks, specifications etc, to enable him to carry out such repair work as he may undertake for the SA Navy in terms of this contract.
- 7.2. Should it prove necessary for the Contractor to provide specifications, handbooks or drawings as required in 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.
- 7.3. 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.

7.4 The provisions of Clause 7.3 in respect of patented processes, methods, designs, treatment and data used by the Navy shall also bind the Contractor.

8. TRANSPORTATION AND HANDLING OF EQUIPMENT:

8.1. The work in terms of this contract will be controlled and loaded onto the contractor by the Technical Upkeep Equipment (TUE) only.

8.2. The Contractor will be advised timeously of work to be loaded on them in order to facilitate prioritisation and planning.

8.3. Should the Contractor be unable to accept delivery of equipment or be unable to undertake the required work, the SA Navy is to be informed immediately and in addition, the Contractor shall submit his reasons in writing within seven (7) days of their rejection of work.

8.4. If so requested by the SA Navy representative, the Contractor shall arrange for collection or delivery of items for repair, from or to, the Navy within Kwa Zulu Natal.

8.5. The Contractor shall always be responsible for arranging transport to and from sub-contractors, of equipment and parts, pertaining to the work in hand, and for movement of items at the workshop premises.

8.6. The Naval Depots are situated inside security areas, and the Contractor's vehicles and staff shall, for the purpose of entering the area, comply with all the conditions for gaining entry to the Depots as may be in force.

8.7. All items shall be individually signed for by the Contractor on receipt, from which moment, they become his absolute responsibility.

8.8. 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.

8.9. 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.

8.10. 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.

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

- 8.11.1. It is not accompanied by a copy of Acceptance Certificate (Form SAN 3417).
- 8.11.2. The identification label as stipulated in 8.9 is missing.
- 8.11.3. It appears that the equipment has suffered damage during transportation in the Contractors or hired vehicle.
- 8.12. 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.
- 9. CONTRACTOR'S WORKSHOP JOB CARD:**
- 9.1. A Contractors job repair card shall be opened for each piece of equipment, with facilities for recording the following:
- 9.1.1. Control identification label number as specified in Clause 8.9, Workshop Job number and Government Order number.
- 9.1.2. Brief description of equipment.
- 9.1.3. Depot/unit received from.
- 9.1.4. Columns for repair times against brief but concise descriptions of tasks performed, labour classes and names of persons who performed the task and supervisor responsible for work.
- 9.1.5. List of replacement parts and consumables, with individual cost price, or if supplied by the SA Navy, a cross-reference to this, together with the individual costs of bought out items and sub contract work, all of which shall be exclusive of VAT.
- 9.1.6. Acceptance signature of SA Navy Inspector.
- 9.1.7. Signature of company representative.
- 9.1.8. This completed Job Card is to be submitted with the invoice.

10. REPAIR PROCEDURE:

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

- 10.1.1. 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.
- 10.1.2. 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.
- 10.1.3. Repair of the equipment by the appropriate method.
- 10.1.4. Re-assembly of the equipment.
- 10.1.5. Functional testing and/or testing to manufacturers specifications as may be applicable.
- 10.1.6. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 10.5. Only the highest standard of workmanship is acceptable. A high standard of cleanliness is to be maintained in the workshop at all times.
- 10.6. Where procedures and acceptance specifications differ from normally accepted practice, the SA Navy shall issue documentation detailing the required procedure and acceptance standard(s).
- 10.7. 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.
- 10.8. Only SA Navy approved cleaning methods, lubricants, materials and paint schemes shall be used.

10.9. 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.

10.9.1 Technical progress made.

10.9.2 Any anticipated delays or B.E.R. action.

10.9.3 Details of any actual or anticipated problem areas.

10.9.4. Corrective action taken to overcome actual or anticipated problem areas.

10.9.5. Planned activity schedule relating to costing, including related Records.

10.10. 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.

11. **INSPECTION:** Refer to the GCC.

12. **REPLACEMENT PARTS AND CONSUMABLE STORES:**

12.1. The contractor shall supply all spare parts and consumables. All spares provided in this manner, shall meet with the original manufacturer's specifications or shall be approved in writing by the SA Navy. The SA Navy reserves the right to refuse the use of any part not meeting with these requirements.

12.2. The Contractor shall be responsible for the supply of all consumable items such as nuts, bolts, studs, washers, split pins, jointing compounds, gasket materials, greases, etc., the quality of which shall be appropriate for the intended purpose, meet the equipment manufacturers laid down specification and shall be approved by the SA Navy.

12.3. The Contractor shall provide all cleaning materials and paints, all of which shall meet with the approval of the SA Navy.

13. **COST CONTROL:**

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

13.2. 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.

14. **LABOUR CHARGES – RATES:** Refer to the SCC.

15. **TRANSPORTATION COST:** Refer to the SCC.

16. **PARTS, STORES AND SUB CONTRACT WORK – CHARGES:**

16.1. Percentage mark ups on all parts and materials supplied by the Contractor, including sub-contract work, will be governed by the following restrictions.

Spares bought-out / ex-stock and subcontract work	Value per purchase order or cost of Subcontractor services.	Maximum allowable handling fee mark-up.	Additional Handling fees to the Navy's account.
	< 150,000	15 %	Direct costs for packaging, Insurance, ROE, Shipping, Delivery & Storage, or any other approved expense not included in the handling fee will be paid for against documentary proof.
	> 150,001 to 300,000	12%	
	> 300,001 to 600,000	10%	
	> 600,001 to 900,000	8%	
	> 900,001	6%	

16.2. The Contractor shall subtract from the cost price any preferential trade discounts offered to him by his suppliers or sub-contractors prior to adding the percentage mark ups allowed for in clause 16.1.

16.3. 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.

16.4. 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.

17. **PAYMENT OF ACCOUNTS:**

17.1. Each order shall be invoiced for separately.

- 17.2. Progress part payments will be allowed in respect of major maintenance and repair work I.A.W. the written quotation requesting part payments.
- 17.3 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.
- 17.3.1. Failure to comply with this 20 working day deadline could result in penalties being imposed as prescribed in the General Conditions of Contract (GCC). (Price of relevant work in delay, using the current prime interest rate calculated for each day overdue until actual delivery).
- 17.4. VAT shall where applicable be invoiced by the Contractor and shall be shown as a separate line item on the invoice.
- 17.5. The invoice shall, where applicable, be accompanied by one copy of each of the following documents;
- 17.5.1. Workshop Job Card (Clause 9).
- 17.5.2. Acceptance Certificate SAN 3417 and copies of any relevant documents such as test sheets, etc. will be required for technical verification by SA Navy Inspectors.
- 17.5.3. Completed copy of form SAN 3415 (Quotation)..
- 17.5.4. 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.
- 17.6. The invoices and supporting documents required above shall be forwarded to the address shown in Clause 22.
- 17.7. 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.
18. **GUARANTEE:** Refer to the GCC.
19. **SAFE CUSTODY:** Refer to the SCC.

20. **LIQUIDATION:** Refer to the SCC.

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21. **APPLICABLE LAW AND INTERPRETATION:**

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21.1. The contract shall be interpreted according to the laws of the Republic of South Africa.

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22. **CORRESPONDENCE:**

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22.1. All correspondence and invoices related to this contract shall be marked, FOR ATTENTION, SO TECHNICAL UPKEEP EQUIPMENT and addressed to:

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Manager Technical Upkeep Section
Private Bag X 1
Simon's Town
7995

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23. **COMPREHENSIVE HOURLY LABOUR RATE:** Refer to the SCC.

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SECTION C:

FUNCTIONALITY CRITERIA:

(PHASE 3)

PRICE

(PHASE 4)

B-BBEE POINTS

(PHASE 5)



FUNCTIONALITY CRITERIA

7. **Phase 3:** Only bidders that qualified on phase 1 stage 2 (Mandatory) will be evaluated on phase 3 (Functionality) by means of compliance to specification/scope of work, in accordance with Preferential Procurement Policy Framework ACT, 2000: Preferential Procurement Regulations, 2017 par 5 subpar (1) – (7) (where applicable). The bids will be adjudicated with a maximum total of 45 points.

All bidders who score less than 70% will be excluded from the next phase of the evaluation.

Functionality Criteria	
a.	Proven track record and Regional foot print
b.	Organigram Of Company and Qualifications
c.	ISO 9001: 2015 Accreditation
d.	Transfer of Skills Plan
e.	Physical inspection of workshop

Phase 2: Functionality Criteria:	
	Functionality Criteria
1.	Proven track record and regional foot print. Appendix P
2.	Organigram of company and qualifications. Appendix Q
3.	ISO 9001: 2015 Accreditation. Appendix R
4.	Transfer of Skills Plan. Appendix S
5.	Physical inspection of workshop. Appendix T



Physical inspection / evaluation of workshop. Appendix T

- workshop meets OHASA standards,
- all accreditations to be available and visible (e.g. ISO)
- Clearly marked designated work areas.
- Workshop must have 440V/60Hz, 220V/60, 220V/50Hz, 115V/60Hz, 24VDC, 12VDC power supply.
- work bench with suitable vice
- test equipment calibrated and up to date
- pedestal drill press
- lathe
- Pump test bench
- Milling machine
- Band saw
- Hydraulic press
- Pressure test area
- Welding bay
- Cranes and lifters must be calibrated and in date
- Suitable lockable facilities for safe keeping of documents and items necessary for the performance of tasks.
- Injury at work procedure
- All workshop machines must be calibrated and in date
- All workshop machines to be in proper working conditions and connected to the power supply.
- Refrigeration related repair and maintenance equipment
- Must be equipped with hydraulic/pneumatic repair and maintenance equipment
- **Must be equipped to work with all types of valves**
- Must be equipped to repair and maintain MP/HP air bottles and related aspects
- Must be equipped to repair and maintain heat exchangers



PROVEN TRACK RECORD AND REGIONAL FOOT PRINT

Proof of proven track record/experience with 03 independent, contactable references must be submitted.

.Also proof of address and regional foot print must be supplied. This can be in the form of the municipal rates and taxes statement or a lease agreement from the landlord in instances where office buildings are not owned.

Site visit of the premises mentioned will be conducted for verification of existence.

These documents must be submitted as **Appendix P**



ORGANIGRAM OF COMPANY AND QUALIFICATIONS

A comprehensive company organigram with qualifications (certified copies) of the people who will directly be working on this contract (including engineers, technicians, artisans, handymen, managers and supervisors) must be submitted. This Document must be submitted as **Appendix Q**



ISO 9001: 2015 SERIES

Certification/Accreditation:

Bidders to submit proof of ISO 9001: 2015 series Certification or Accreditation. Proof must be submitted as **Appendix R**



TRANSFER OF SKILLS PLAN

Bidders to submit a comprehensive transfer of skills plan for all requirements as listed in the scope of work. Must include training, assessments and industry recognised certification.

These documents must be submitted as **Appendix S**



PHYSICAL INSPECTION OF WORKSHOP

- workshop meets OHASA standards,
- all accreditations to be available and visible (e.g. ISO)
- Clearly marked designated work areas.
- **Workshop must have 440V/60Hz, 220V/60, 220V/50Hz, 115V/60Hz, 24VDC, 12VDC power supply**
- . work bench with suitable vice
- test equipment calibrated and up to date
- pedestal drill press
- lathe
- **Pump test bench**
- **Milling machine**
- **Band saw**
- **Hydraulic press**
- Pressure test area
- Welding bay
- Cranes and lifters must be calibrated and in date
- Suitable lockable facilities for safe keeping of documents and items necessary for the performance of tasks.
- Injury at work procedure
- All workshop machines must be calibrated and in date
- All workshop machines to be in proper working conditions and connected to the power supply.
- Refrigeration related repair and maintenance equipment
- Must be equipped with hydraulic/pneumatic repair and maintenance equipment
- **Must be equipped to work with all types of valves**
- Must be equipped to repair and maintain MP/HP air bottles and related aspects
- Must be equipped to repair and maintain heat exchangers

THE ABOVE WILL BE EVALUATED BY THE END USER AND SPSC ON A PHYSICAL VISIT



8. **Phase 4:** Only bidders who qualified on phase 3 (Functionality) will be evaluated on phase 4 and phase 5 (Price and BBBEE) in accordance with the PPPFA 05 of 2000, PPR 2017 par 5 sub-par (1)-(7) with the lowest acceptable bid receiving the highest points and forming the basis against which other reasonable offers are received and calculated as follows:

- a. Standard Approach: The PQs/ bids received are compared with each other to establish the reasonableness of prices or tariffs.
- b. Market Comparisons: The offered prices or tariffs are compared with market-related prices or tariffs that the suppliers charge their other clients, i.e. wholesale clients in the private sector.
- c. Price History: The offered prices or tariffs are compared with the prices or tariffs paid or used in the past.
- d. Profit Analysis: The profit before tax based on a full statement of applicable costs must be determined and its reasonableness determined. The various cost elements and their values must be supplied, preferable with PQ/bids, as a minimum requirement where reasonableness of the prices or tariffs must be determined on the basis of profit. The average net profit for the different industrial sectors lies between 10% and 15%.

Phase 4	Price. (Will be according to specific requirements)	80/
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9. **Phase 5:** Preferential points. (As per B-BBEE Act, 2003 (Act No. 53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South African National Accreditation System (SANAS) or Independent Regulatory Board of Auditors (IRBA) which must be submitted together with the Bid document).

Phase 5	Preferential B-BBEE points	20/																														
	Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below: <table> <tr> <th>B-BBEE Status of Level of Contributor</th><th>Number of Points (90/10 system)</th><th>Number of Points (80/20 system)</th></tr> <tr> <td>1</td><td>10</td><td>20</td></tr> <tr> <td>2</td><td>9</td><td>18</td></tr> <tr> <td>3</td><td>8</td><td>16</td></tr> <tr> <td>4</td><td>5</td><td>12</td></tr> <tr> <td>5</td><td>4</td><td>8</td></tr> <tr> <td>6</td><td>3</td><td>6</td></tr> <tr> <td>7</td><td>2</td><td>4</td></tr> <tr> <td>8</td><td>1</td><td>2</td></tr> <tr> <td>Non-compliant Contributor</td><td>0</td><td>0</td></tr> </table> A bid must not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score zero (0) out of a maximum of ten (10) or twenty (20) points respectively for B-BBEE. Calculation of the total points scored for price and B-BBEE status level of contribution The points scored for price must be added to the points scored for B-BBEE status level contribution to obtain the bidder's total points scored out of 100.	B-BBEE Status of Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)	1	10	20	2	9	18	3	8	16	4	5	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant Contributor	0	0	
B-BBEE Status of Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)																														
1	10	20																														
2	9	18																														
3	8	16																														
4	5	12																														
5	4	8																														
6	3	6																														
7	2	4																														
8	1	2																														
Non-compliant Contributor	0	0																														



10. Thereafter the points achieved are used in the application of the Preference Point System as per the B-BBEE status Level Certificate.

11 The calculations for scoring would be as follows:

$$A \div B \times 100$$

Where

A= Total score of bid/proposal under consideration

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
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 subsidised by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which has the potential to harm the local industries in the RSA.

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

22. SAFE CUSTODY:

22.1. 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.

22.2. 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.

22.3. 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.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.
- 5.4. 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.
- 5.5. 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.
- 5.6. 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.
- 5.7. 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.

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.
- 8.9 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.

8.10. 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.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- 8.11. 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).

- 8.12. 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

- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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.

15 TRANSPORTATION COST:

- 15.1 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.

- 15.2. 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 by Clause 8, 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.

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|---|--|
| 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 | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>21.5 Except as provided under Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to Clause 22, unless an extension of time is agreed upon pursuant to Clause 21.2 without the application of penalties.</p> |

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

24. Anti-dumping and countervailing

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

duties and rights

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

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

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

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

24. LIQUIDATION:

24.1. 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.

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

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such

notice

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act no. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

DEPARTMENT OF DEFENCE
SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

1. Changed Requirement
2. Co-ordinated activities
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4. Value Added Tax (VAT)
5. Damage Compensation
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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 EQUIPMETS

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 by Clause 8 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. (Clause 13.6 refers).
- 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 in Clause 13.1 of SOW 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. The first 6 hours:
- c. Extended Overtime:
- d. Sunday Time:
- e. Public Holidays:

56. For preference these rates shall be shown as per example:

First 6 hours = Rate x 1 1/3

57. 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.

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

59. 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.