



**THE REPAIR OF BUILDING 322 AT ARMY SUPPORT BASE
EASTERN CAPE**

SPSC-B-011-2023

**FOR THE
DEPARTMENT OF DEFENCE
SIMON'STOWN PROCUREMENT SERVICE CENTRE**

CLOSING DATE 05 SEPTEMBER

TIME: 11:00 AM

VALIDITY: 120 DAYS

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CONTACT INFORMATION

Technical Information:

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

Administrative Information:

Contact: Petty Officer M. Claassen
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5207

Address for depositing of bid documents

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

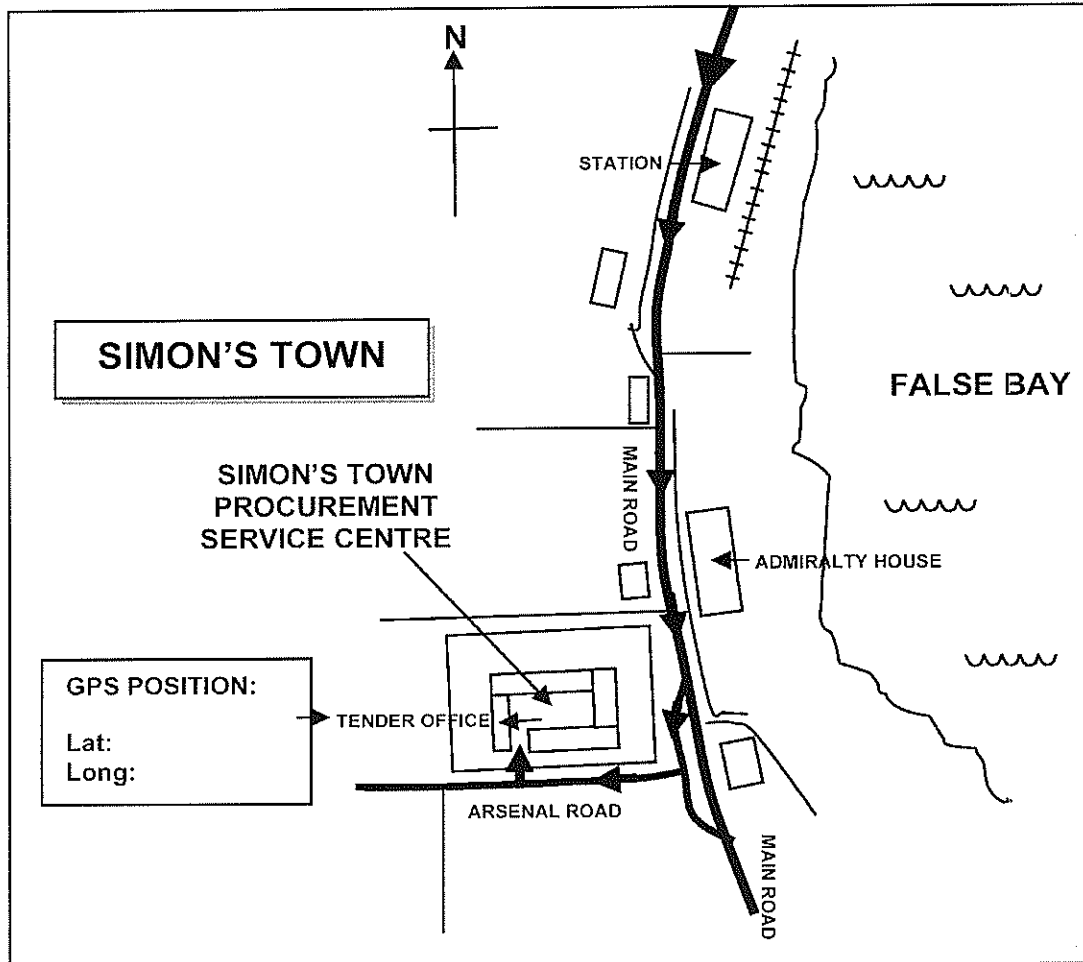
BID SUBMISSIONS

Closing period of bid: Minimum 21 days
Validity of Bid: 120 days

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



Section A:

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

BID EVALUATION INSTRUCTIONS

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

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

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

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Evaluation Criteria
1.	<u>Pricing Schedule:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals must be completed. The bid must be submitted in the Two (2) envelope systems as follows: a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule ONLY). b. Envelope 2: SBD documents, Specification and all other required documents. Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A
2.	<u>SBD 4 - Bidders Disclosure:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix B
3.	<u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C
4.	<u>Central Suppliers Database (CSD) Full Registration/Summary Report:</u> The CSD Full Registration/Summary Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information: i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" Failure to submit the CSD full Registration/Summary Report by the closing date and time will invalidate this offer. Appendix D
5.	<u>Compulsory Briefing Session & Site Inspection Certificates:</u> Suppliers/Contractors are advised to send a technically knowledgeable representative to the Briefing Session. Failure to attend the compulsory Briefing Session and submit the completed and signed Briefing Session certificate and Site Inspection Certificate by the closing date and time will invalidate this offer Appendix E

S/No	Criteria
	A
	Phase 1, Stage 1, Administration Evaluation Criteria
6.	<u>SBD 1 / Invitation to Bid:</u> This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix F
7.	<u>SPSC Indemnity Agreement Form:</u> This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix G
8.	<u>Certificate of Compliance by sub-contractor:</u> A certificate of compliance signed by the bidder and all sub - contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H
9.	<u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u> The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix I
10.	<u>SPSC Group Questionnaire:</u> This document to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix J
11.	<u>Defence Intelligence Questionnaire (D.I.)</u> The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time may invalidate this offer. N.B. The short listed companies will be requested to submit thumb prints. Appendix K

MANDATORY TECHNICAL EVALUATION

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

S/No	Criteria
	Stage 2
1.	STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc. A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that stated/specified. This specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre, FAILURE TO SUBMIT ANY OF THE REQUESTED MANDATORY DOCUMENTATION AS PER SPECIFICATION SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THE BID Failure to comply will invalidate this offer. Appendix L

Phase 2: Only bidders that qualified on Phase 1 will be on phase 2 & 3 (Price and B-BBEE)

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

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

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

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

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

TABLE 1 THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

	The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/10 system) (To be completed by the tenderer)
LEVEL 1	51% owned by Black Women Military veterans or 51% owned by Black Youth or 51% owned by Black people with disability	10	20		
LEVEL 2	51% owned by Black Male Military veterans or 51% owned by people with disability or 51% owned by Black Women EME's	8	18		
LEVEL 3	51% owned by Women Military veterans or 51% owned by Black Male EME's or 51% owned by Black Women	6	16		

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

NOTE: BIDDERS ARE TO SUBMIT Sworn affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oaths

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

Calculation of the total points scored for price and Specific Goals

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



PRICING SCHEDULE

Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidders Information, Total Unit Cost, Total Cost and Specific Goals must be completed. The bid must be submitted in the Two (2) Envelope system as follows:

Envelope 1: Pricing Schedule (It should contain Pricing Schedule **ONLY**)

Envelope 2: SBD documents, Specification and all other required documents.

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

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



SBD 4: BIDDERS DISCLOSURE

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

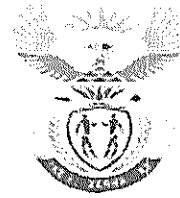
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



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

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

- i. Tax Compliant status
- ii. Successfully verified bank details
- iii. The Suppliers must have a "Physical Address type"

Failure to submit the CSD full Registration/Summary Report **will invalidate this offer.**
Appendix D

**Failure to submit the CSD full
Registration/Summary Report by the closing date
and time will invalidate this offer. Appendix D**



COMPULSORY BRIEFING SESSION AND SITE VIEWING CERTIFICATES

Compulsory Briefing Session and Site Viewing certificates:

Suppliers/Contractors are advised to send a technically knowledgeable representative to the Briefing and Site Viewing Session. Failure to attend the Compulsory Briefing and Site Viewing Session and submit the completed and signed Briefing Session and Site Viewing Certificate by the closing date and time **will invalidate this offer.**

Appendix E

Failure to attend the Compulsory Briefing Session and submit the completed and signed Briefing Session Certificate by the closing date and time will invalidate this offer. Appendix E

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: *15 August 2023*

Briefing session time: 11:00 AM

BIDDERS MUST BE SEATED BY 10H45. DOORS WILL CLOSE AT 11H00
AND NO LATE COMERS WILL BE ADMITTED

Venue: ANTON WESSELS HALL, ARMY SUPPORT BASE EASTERN
CAPE

Bid No: SPSC-B-011-2023

Closing date and time of bid *05 September 2023 @ 11:00 AM*

Validity period: 120 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



SITE VIEWING CERTIFICATE

BID NUMBER: SPSC-B-011-2023

SITE VIEWING DATE: 16 August 2023

TIME: 10:00

VENUE: BUILDING 322 AT ARMY SUPPORT BASE EASTERN CAPE

The Site Viewing is **COPULSORY** and the original signed and stamped certificate must be submitted as part of the Bid Document.

It is hereby confirmed that:

_____ (Representative)

Of _____ (Legal Name of Company)

Attended the Compulsory Site Viewing and cognisance has been taken of the information as per the presentation, bid document 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 circumstance be permitted to attend.

Failure to attend the Compulsory Briefing Session and Site Viewing and submit the completed and signed Briefing Session and Site Viewing Certificates by the closing date and time will invalidate this offer. Appendix E



SBD 1: INVITATION TO BID

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

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SIMON'S TOWN PROCUREMENT SERVICE CENTRE					
BID NUMBER:	SPSC-B-011--2023	CLOSING DATE:05 SEPTEMBER 2023	CLOSING TIME:	11H00	
DESCRIPTION	THE REPAIR OF BUILDING 322 AT ARMY SUPPORT BASE EASTERN CAPE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:					
DOCUMENTS TO BE DEPOSITED AT HE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS IS AVAILABLE WITH THE BID DOCUMENT)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	PETTY OFFICER M. CLAASSEN		CONTACT PERSON	WARRANT OFFICER T. TSOGANG	
TELEPHONE NUMBER	(021) 787 5207		TELEPHONE NUMBER	(021) 787 5207	
FACSIMILE NUMBER			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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



SPSC INDEMNITY AGREEMENT FORM

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

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

Department:
Defence
REPUBLIC OF SOUTH AFRICA

IN RESPECT OF SPSC / B/ /2023

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

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

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

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

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

Full Name and Signature of Bidder's Duly Authorised Representative

Date _____

Witness 1: _____ Witness 2: _____

Date: _____





CERTIFICATE OF COMPLIANCE BY SUB-CONTRATOR/S

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

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

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

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

CONTRACTORS NAME: _____

SUB-CONTRACTORS NAME: _____

(Delete whichever is not applicable)

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

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

Section(s) _____

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

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

Sub-Contractor's Contact Person: _____

Address of Sub-Contractor: _____

Telephone No: _____

Fax No: _____

SIGNATURE OF SUB-CONTRACTOR

WITNESSES:

1. _____ Date: _____

2. _____ Date: _____



WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHSA)

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

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

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

THE DEPARTMENT OF DEFENCE AND _____

_____(Herein after referred to as the contractor)

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

WORKMAN COMPENSATION NUMBER: _____

1, I, (full names) _____

(Identity Number _____)

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

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

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

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

Signed By Contractors Authorised Representative

Full Name of Contractors Authorised Representative

Witnesses 1. _____ 2. _____

Signed and entered into at _____ On _____ 2023

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



SPSC GROUP QUESTIONNAIRE

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

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

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID
CLOSING TIME OF BID

05 SEPTEMBER 2023
11H00

BID NUMBER: SPSC-B-011-2023
VALIDITY: 120 DAYS

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Required at Army Support Base Eastern Cape

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

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

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

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

Lead Time / Delivery period Required by Supplier after Receipt of Government Order – days, weeks or months

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

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

Do you confirm that you may sign a SBD 7.1 on award, YES /NO

General Information

Bid Documents: have you made/kept a copy of completed Bid documents for reference purposes: YES / NO

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

ADMINISTRATION

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

NB: SPSC RESERVES THE RIGHT TO RECALL THE BIDDER/S TO COMPLY WITH THE ABOVE ADMINISTRATION INSTRUCTION I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE ABOVE REQUIREMENTS

WITNESS 1: DATE:

WITNESS 2: DATE:

BIDDER NAME:

SIGNATURE..... DATE:.....

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

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

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

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

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

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

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

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Company Physical Address:

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Company Postal Address:

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Company Core Business:

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SECTION B

SUB CONTRACTORS DETAILS

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

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

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Sub Contractors Company Physical Address:

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Sub Contractors Company Postal Address:

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Sub Contractors Company Core Business:

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SECTION C

MAIN CONTRACTOR

1. When did the company begin with its operations?

Answer:

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

Answer:

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

Answer:

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:
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.....

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

Answer:
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.....

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

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

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

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

Answer:
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.....

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

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

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

Answer:
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.....

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

Answer:

.....

.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

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

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

SECTION B

MANDATORY TECHNICAL EVALUATION



MANDATORY TECHNICAL EVALUATION

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

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

This specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre,

FAILURE TO SUBMIT ANY OF THE REQUESTED MANDATORY DOCUMENTATION AS PER SPECIFICATION SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THE BID

Failure to comply will invalidate this offer. Appendix L

Failure to comply will invalidate this offer. Appendix L

<u>STATEMENT OF WORK OF BUILDING 322 FOR REPLACEMENT OF EXISTING ROOF WITH 0.8MM GREY COLOUR ALUMINIUM ROOFSHEETS WITH ALUMINIUM WINDOWS.</u>	<u>COMPLIANCE</u>
<u>1. CONTRACTOR TO QUOTE FOR:</u> 1.1 The contractor shall be accountable and responsible for the removal of the existing asbestos roof; all asbestos guttering, down pipes, barge boards and capping. The contractor will erect 0.8mm grey colour aluminium roof sheets, aluminium v-ridges, bargeboards, flashings, palace sliding doors automated, extractor fans, and aluminium enclosures. 1.2 On completion of the activities mentioned in par 1.1 the building/premises shall be cleared of all material/rubble effected by the work done. Asbestos to be disposed of in accordance with SHEQ regulations. The contractor must submit disposal certificate to SPSC and the SA Army. 1.3 The contractor must submit proof that he/she is an accredited contractor for the asbestos and related materials. 1.4 The contractor shall be in possession of CIBD grading of at least GB level two (02).	
<u>2. STATEMENT OF WORK</u> 2.1 <u>ROOFING</u> 2.1.1 The supplier shall remove and dispose of all asbestos roof and all guttering, downpipes, capping, and barge boards of building 322 according to SHEQ regulations. Supplier to fit new extractor fans. 2.1.2 The supplier shall fit new 0.8mm grey colour aluminium roof sheets, aluminium v-ridges, bargeboards, flashings, capping and downpipes and aluminium enclosures to be used. 2.1.3 The supplier shall issue a Certificate for Disposal of asbestos as required by OHS Law.	
<u>3. LABOUR, TOOLS AND MATERIALS</u> 3.1 The contractor shall be responsible for the supply of the following: 3.1.1 All labour, material, tools, equipment and scaffolding (inclusive of the legally required protective clothing) to carry out the work in terms of this specifications.	

<u>STATEMENT OF WORK OF BUILDING 322 FOR REPLACEMENT OF EXISTING ROOF WITH 0.8MM GREY COLOUR ALUMINIUM ROOFSHEETS WITH ALUMINIUM WINDOWS.</u>	<u>COMPLIANCE</u>
3.1.2 All electrical equipment must be serviceable and comply with OHAS Act. 3.1.3 Lock- up storage facilities. 3.1.4 Ablution facilities. 3.1.5 Messing facilities.	
4. <u>ACCEPTANCE</u> 4.1 Acceptance shall be carried out in accordance with this specification and adherence to the statement of work. The contractor's representative and a representative from Regional Works Unit Eastern Cape, liaison technical person or his designated representative, will jointly carry out a final acceptance of all work undertaken in terms of this Statement of Work	
5. <u>SAFETY CODES AND ACTS</u> 5.1 All safety regulations in terms of personnel safety, equipment and facilities, as laid down in the Occupational Health and Safety Act No.85 of 1993. 5.2 Electrical work must comply with SANS 10142-1 of 2009 5.3 Building work must comply with SANS 10400 of 2011. 5.4 Contractors to comply with Construction Regulations, 2003 Published under Government Gazette 25207 of 18 July 2003. 5.5 Certificate of compliance to be issued on electrical installations/repairs. 5.6 All material to be used and supplied must be SABS approved. 5.7 Asbestos removal must comply with Asbestos Abatement Regulation of 2020; The National Environment Management Act Act107 of 1998; Environment Conservation Act 1989 Act 73 of 1989.	
6. <u>LIABILITY</u> 6.1 The contractor to take full responsibility and accountability for the Statement of Work and shall be liable for any damages, as well as theft from the premises by his/her employees/sub-contractor or due to their negligence. 6.2 Any sub-contractor used must comply with the CIDB regulations.	

STATEMENT OF WORK OF BUILDING 322 FOR REPLACEMENT OF EXISTING ROOF WITH 0.8MM GREY COLOUR ALUMINIUM ROOFSHEETS WITH ALUMINIUM WINDOWS.	COMPLIANCE
6.3 No use of undocumented foreign nationals will be permitted. 6.4 Any and all tools, power tools, safety gear, transport to and from different areas within the SANDF grounds will be the successful bidder's responsibility. 6.5 The end user will provide electrical power and water supply as required by the successful bidder.	
7. <u>NOTE</u> 7.1 Additional work shall only be carried out on receipt of a letter of authorization from Simons Town Procurement Service Centre. 7.2 No work is to be carried out over weekends without prior arrangements. Working hours are between 08h00 and 15h30. 7.3 All asbestos material to be removed from the site immediately for disposal as soon as possible.	
8. <u>QUERIES</u> The Contractors quote is to include all services required to satisfy the requirements of the end user. CONTRACTOR SIGNATURE DATE Any queries can be directed to Warrant Officer T.S. Tsogang 021 787 5207 and /or email to spsctechsection@gmail.com during office hours (0830B to 1500B).	

Section C

SPECIAL CONDITIONS OF CONTRACT

**ONLY THESE DOCUMENTS DO NOT HAVE TO BE
RETURNED WITH BID**

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT
(SCCs)

TABLE OF CLAUSES

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

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

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

CO-ORDINATED ACTIVITIES

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

CONTRACTOR'S PERSONNEL

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

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

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

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

WAIVER

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

SEVERABILITY

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

SUB-CONTRACTING

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