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**DECOMMISSIONING, REMOVAL, INSTALLATION AND COMMISSIONING OF  
AUTOMOTIVE FUEL DISPENSING UNITS AND STORAGE TANKS, COMPLETE  
WITH ANCILLARY EQUIPMENT, REHABILITATION AND ASSOCIATED WORKS  
FOR THE SA NAVY IN THE EAST DOCKYARD, SIMON'S TOWN**

**SPSC-B-007-2023**

**FOR THE**

**DEPARTMENT OF DEFENCE**

**SIMON'S TOWN PROCUREMENT SERVICE CENTRE**

**CLOSING DATE: 07 SEPTEMBER 2023**

**TIME: 11H00**

**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: spscbidinvitation@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

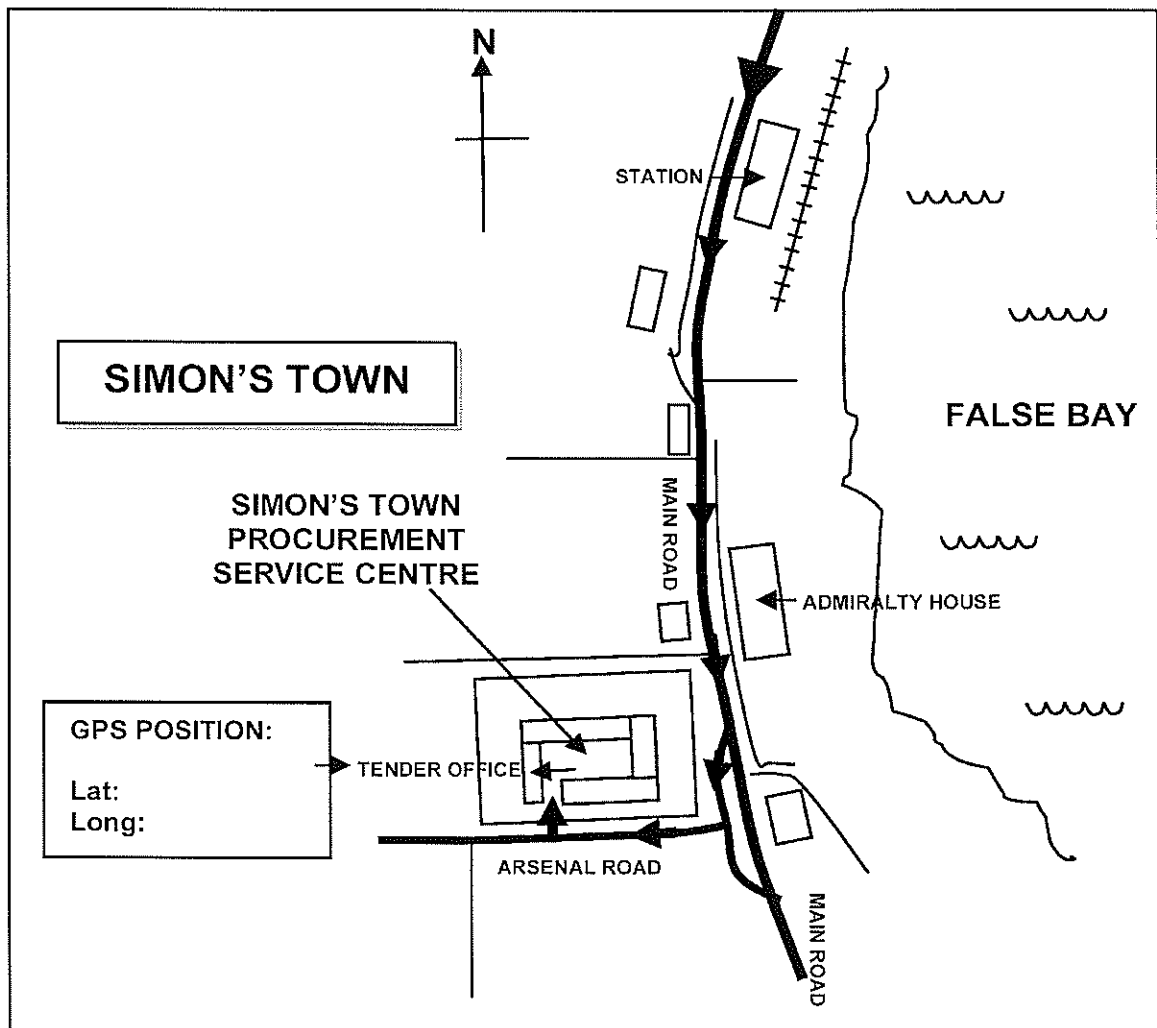
## **BID SUBMISSIONS**

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)
  - 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](mailto: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 Evaluation 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
	<b>A</b>
	<b>Phase 1, Stage 1</b>
	<b>Phase 1, Stage 1, Mandatory Evaluation Criteria</b>
1.	<p><b><u>Pricing Schedule:</u></b> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost and Total Cost and Specific Goals must be completed. The bid must be submitted in the Two (2) envelope systems as follows:</p> <ul style="list-style-type: none"> <li>a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule <b>ONLY</b>).</li> <li>b. Envelope 2: SBD documents, Specification and all other required documents.</li> </ul> <p><b>Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A</b></p>
2.	<p><b><u>SBD 4 - Bidders Disclosure:</u></b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>will invalidate this offer. Appendix B</b></p>
3.	<p><b><u>SBD 6.1 Preference Points Claim Form:</u></b> This document must be fully completed. Failure to submit this document as indicated by the closing date and time <b>will forfeit your Specific Goals points. Appendix C</b></p>
4.	<p><b><u>Central Suppliers Database (CSD) Full Registration/Summary Report:</u></b> 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:</p> <ul style="list-style-type: none"> <li>i. Tax Compliant status</li> <li>ii. Successfully verified bank details</li> <li>iii. The Suppliers must have a "Physical Address type"</li> </ul> <p>Failure to submit the CSD full Registration/Summary Report by the closing date and time <b>will invalidate this offer. Appendix D</b></p>
5.	<p><b><u>Compulsory Briefing Session and Site Viewing Certificates</u></b> Suppliers/Contractors are advised to send a technically knowledgeable representative to the Briefing Session and Site Viewing. 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 <b>will invalidate this offer. Appendix E</b></p>

S/No	Criteria
	<b>A</b>
	<b>Phase 1, Stage 1, Administration Evaluation Criteria</b>
6.	<b><u>SBD 1 / Invitation to Bid:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix F</b>
7.	<b><u>SPSC Indemnity Agreement Form:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix G</b>
8.	<b><u>Certificate of Compliance by Sub-Contractor:</u></b> 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 <b>may invalidate this offer. Appendix H</b>
9.	<b><u>Written Agreement wrt Occupational Health and Safety Agreement (OHASA):</u></b> 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 <b>may invalidate this offer. Appendix I</b>
10.	<b><u>SPSC Group Questionnaire:</u></b> This document to be fully completed. Failure to submit this document as indicated by the closing date and time <b>may invalidate this offer. Appendix J</b>
11.	<b><u>Defence Intelligence Questionnaire (D.I.)</u></b> 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 <b>may invalidate this offer.</b> <b>N.B. The short listed companies will be requested to submit thumb prints. Appendix K</b>

## MANDATORY TECHNICAL EVALUATION

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



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

**Phase 2:** Only bidders that qualified on Phase 1 will be evaluated on phase 2 & 3 (Price and Specific Goals)

<b>Phase 2</b>	<b>Price.</b> (Will be according to specific requirements)	<b>80/</b>
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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).

**TABLE 1: THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL**

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

	QSE's				
<b>LEVEL 4</b>	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		
<b>LEVEL 5</b>	51% owned by any other QSE's	2	12		
<b>LEVEL 6</b>	NOT APPLICABLE				
<b>LEVEL 7</b>	NOT APPLICABLE				
<b>LEVEL 8</b>	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 Commission of Oath

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

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

#### **Calculation of the total points scored for price and Specific Goals**

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



## PRICING SCHEDULE

**Pricing Schedule:** All fields on this document must be fully completed.

Attention must be given to page 1, Bidders Information, Total Unit Cost, and 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**



# Request for Bid : SPSC-B-007-2023

Author: Wendy Cooper  
Date: 08/03/2023 09:21:00

## PRICING SCHEDULE

Bid No.	SPSC-B-007-2023	Document Type	Request for Bid Open
Document No:	0000488067	Company Name:	
Description:	DECOMMISSIONING, REMOVAL, INSTALLATION AND COMMISSIONING OF AUTOMOTIVE FUEL DISPENSING UNITS AND STORAGE TANKS, COMPLETE WITH ANCILLARY EQUIPMENT, REHABILITATION AND ASSOCIATED WORKS FOR THE SA NAVY IN THE EAST DOCKYARD, SIMON'S TOWN	Attention:	
Currency:	ZAR	Tel No:	
Closing Date:	2023-09-07 11:00:00	Fax No:	
Status:	Created	Cell No:	
Validity Days:	120 DAYS	Email:	

No.	
1	

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35204902	DECOMMISSIONING, REMOVAL, INSTALLATION AND COMMISSIONING OF AUTOMOTIVE FUEL DISPENSING UNITS AND STORAGE TANKS, COMPLETE WITH ANCILLARY EQUIPMENT, REHABILITATION AND ASSOCIATED WORKS, FOR THE S A NAVY IN THE EAST DOCKYARD, SIMON'S TOWN, CAPE TOWN, WESTERN CAPE	FLEET COMMAND HEADQUARTERS	Simon's Town	Service	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
SERVICE REQUIRED AT THE EAST DOCKYARD, SIMON'S TOWN		N/A	1	N/A	
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
35204902	MAINTENANCE PLAN: YEAR 1	FLEET COMMAND HEADQUARTERS	Simon's Town	per month	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
UNIT PRICE IS PER MONTH X 12 MONTHS = TOTAL PRICE FOR YEAR 1		N/A	12	N/A	
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
35204902	MAINTENANCE PLAN: YEAR 2	FLEET COMMAND HEADQUARTERS	Simon's Town	per month	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
UNIT PRICE IS PER MONTH X 12 MONTHS - TOTAL PRICE FOR YEAR 2		N/A	12	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

4	
---	--

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35204902	MAINTENACE PLAN: YEAR 3	FLEET COMMAND HEADQUARTERS	Simon's Town	per month	N/A
Line Comment		Lead Time	Quantity Required	Quantity Available	
UNIT PRICE IS PER MONTH X 12 = TOTAL PRICE FOR YEAR 3		N/A	12	N/A	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all items (Days)

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

The following is hereby certified:

This offer is correct and any mistakes will be at my risk.

I accept responsibility for the execution of all obligations entrusted upon me.

I did not participate in any collusive practices with any other supplier or any other person regarding  
this price quotation or any other price quotation.

I am duly authorized to sign the price quotation.

The offer is inclusive of value Added Tax

Name: ..... Capacity: .....

Signature: ..... Date: .....

Price Firm Y/N		Grand Total including Vatt:	
Do You Accept Government Orders Y/N		Brand & Model	Delivery Period Firm Y/N
Comply with Specification Y/N		If Not, Deviations	

Questionnaires

Questionnaires / Evaluation Criteria

THE R020 QUESTIONNAIRE EVALUATION TEMPLATE V2

Questionnaire

Level 1: 51% owned by Black Women Military veterans / 51% owned by Black youth / 51% owned by Black people with disability

Level 2: 51% owned by Black Male Military veterans / 51% owned by people with disability / 51% owned by Black Women EMES

Level 3: 51% owned by Women Military veterans / 51% owned by Black Male EMES / 51% owned by Black Women QSEs/51% owned by Women EMES

<input type="checkbox"/>	LEVEL 1
<input type="checkbox"/>	LEVEL 2
<input type="checkbox"/>	LEVEL 3
<input type="checkbox"/>	LEVEL 4
<input type="checkbox"/>	LEVEL 5
<input type="checkbox"/>	LEVEL 6



Attachment Description

Attachment File Name

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

Level 5: 51% owned by any other QSEs

✓

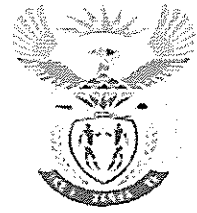
LEVEL 7

✓

LEVEL 8

✓

NON-COMPLIANT



## **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 interest<sup>1</sup> 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

<sup>1</sup> 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 consortium<sup>2</sup> 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

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

SBD4

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## **SBD 6.1: PREFERENCE POINTS CLAIM FORM**

**SBD 6.1 -Preference Points Claim Form:** This document must be fully completed. Failure to 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
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = 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		

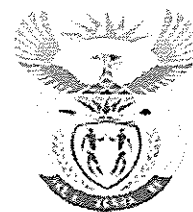
**NOTE:** Bidders are to submit Sworn Affidavit to substantiate the preference points claimed. Sworn Affidavit must be signed by legally recognized Commissioner of Oath.

#### 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**

**Compulsory Briefing Session certificates:** 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 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: 16 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: SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN (RECREATION HALL)**

**Bid No: SPSC-B-007-2023**

*Closing date: 07 SEPTEMBER 2023*

*Closing time: 11h00*

**Validity period: 120 Days**

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

It is hereby confirmed that:

\_\_\_\_\_ (Representative)

Of \_\_\_\_\_ (Legal Name of company)

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

(\_\_\_\_\_)

**SIGNATURE OF REPRESENTATIVE**

(\_\_\_\_\_)

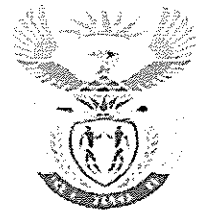
**CHIEF LOGISTICS: LIEUTENANT GENERAL**

**OFFICIAL DATE STAMP**

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

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





## **SBD 1: INVITATION TO BID**

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

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER: SPSC-B-007-2023		CLOSING DATE: 07 SEPTEMBER 2023		CLOSING TIME: 11H00	
DESCRIPTION		DECOMMISSIONING, REMOVAL, INSTALLATION AND COMMISSIONING OF AUTOMOTIVE FUEL DISPENSING UNITS AND STORAGE TANKS, COMPLETE WITH ANCILLARY EQUIPMENT, REHABILITATION AND ASSOCIATED WORKS FOR THE SA NAVY IN THE EAST DOCKYARD, SIMON'S TOWN			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABE WITH THE BID DOCUMENTS)					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	PETTY OFFICER M. CLAASSEN		CONTACT PERSON	WO 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	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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

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

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.

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.

Date \_\_\_\_\_

Witness 1: \_\_\_\_\_ Witness 2: \_\_\_\_\_

Date: \_\_\_\_\_

[illegible]



## **CERTIFICATE OF COMPLIANCE BY SUB-CONTRATOR**

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**

**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**



## **WRITTEN AGREEMENT WRT OCCUPATIONAL HEALTH AND SAFETY AGREEMENT (OHASA)**

The signed OHASA 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**



**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: \_\_\_\_\_

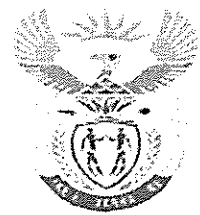
\_\_\_\_\_  
SIGNATURE OF SUB-CONTRACTOR

**WITNESSES:**

1. \_\_\_\_\_ Date: \_\_\_\_\_

2. \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_



## 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**

**07 SEPTEMBER 2023**  
**11H00**

**BID NUMBER: SPSC-B-007-2023**  
**VALIDITY: 120 DAYS**

---

**GROUP QUESTIONNAIRE**

---

Circle applicable response and delete not applicable response.

Service required in EAST DOCKYARD, SIMON'S TOWN

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 order for completion of task – days,  
weeks or months .....

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

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

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

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

Company Physical Address: .....

.....  
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.....

Company Postal Address: .....

.....

.....

.....

.....

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):

.....

.....

.....

.....

.....

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 required access to?

Answer: .....

.....

.....

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



Answer: .....

.....

.....

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: .....

.....

.....

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

Answer: .....

.....

.....

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

Answer: .....

.....

.....

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

Answer: .....

.....

.....

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

Answer: .....

.....

.....

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: .....

.....

.....

.....

.....

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

Answer: .....

.....

.....

.....

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

Answer: .....

.....

.....

.....

.....

.....

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:** .....

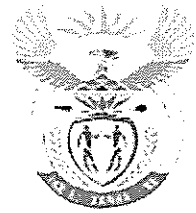
**Date:** .....

**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**



## **MANDATORY TECHNICAL EVALUATION**

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

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

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

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

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

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

## **CERTIFICATION REQUIRED AS PER SPECIFICATION**

### **CONTRACTOR**

- i. Proof of Registration (par 6.2.1 of Specification)
- ii. **MECHANICAL ENGINEERING AND RELATED WORK** – Construction Industry Development Board (CIDB) grade 3 ME with a proven tracker record if available (par 6.2.1.a i of Specification)
- iii. **CIVIL ENGINEERING AND RELATED WORK** – CIDB grade 3 CE with a proven track record if available (par 6.2.1 a ii of specification)
- iv. **ELECTRICAL INSTALLATION, CONNECTION AND RELATED WORK** – CIDB grade 1 with a proven track record if possible (par 6.2.1. a iii of Specification)
- i. SANS (and/or) ISO 9001 Accreditation (par 6.2.1 b of Specification)
- ii. Signed letter of Accreditation (par 6.2.1 c of Specification)
- iii. SANS (and/or) ISO 9001 Accreditation (par 6.2.1 d of Specification)
- iv. Signed letter of Accreditation (par 6.2.1 e of Specification)

### **AND ANY OTHER DOCUMENTATION AS REQUIRED BY THIS SPECIFICATION**

**FAILURE TO SUMIT ANY OF REQUESTED MANDATORY DOCUMENTATION SPECIFIED IN PARAGRAPH 3.2.1 WITH THIS BI SPECIFICATION SHALL LEAD TO THE IMMEDIATE DISQUALIFICATION OF THE BID**

**Documents to be included with Specification as Appendix L**

**FAILURE TO COMPLY WILL INVALIDATE THE BID APPENDIX L**



## SOUTH AFRICAN NAVY

This document is the property of the SOUTH AFRICAN NAVY. Any person who finds this document should hand it to the nearest Service Unit of the SANDF or Police Station for its safe return.

This document contains information relating to the defence of the Republic of South Africa. The provisions of Sections 118 of the Defence Act, Act No. 44 of 1957, as well as the provisions of the Protection of Information Act, Act No. 84 of 1982, are applicable to this document.

**TITLE:** SPECIFICATION FOR THE DECOMMISSIONING, REMOVAL, INSTALLATION AND COMMISSIONING OF AUTOMOTIVE FUEL DISPENSING UNITS AND STORAGE TANKS, COMPLETE WITH ANCILLARY EQUIPMENT, REHABILITATION AND ASSOCIATED WORKS, FOR THE S.A. NAVY IN THE EAST DOCKYARD, SIMON'S TOWN, CAPE TOWN, WESTERN CAPE.

**NPN NUMBER:** NBS 403-1-184 NBST 37/22

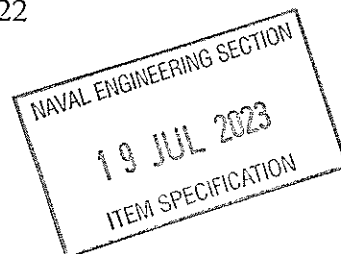
**DOCUMENT NUMBER:** 94930-540005001-226001

**COMPUTER FILE NAME:** 94930\2306001a.doc

**ISSUE DATE:** 17 JULY 2023

**DATE OF ORIGINAL ISSUE:** 18 OCTOBER 2022

**COPY NUMBER:** .....



### FOR OFFICE USE ONLY

Compiled By	Signature	Date
J. J. BESTER		17/07/2023
Checked By	Signature	Date
J. J. BESTER		17/07/2023
Approved By	Signature	Date
B. W. MVOVO (Pr. Eng.) : R. Adm. (JG)		19/07/2023
<b>Responsibility Authority:</b> Item Specification Section, Naval Engineering Section		
DOC NO: 94930-540005001-226001	DOC ISSUE: 2	PAGE REV: 0   PAGE: 1 OF 33

RESTRICTED

## AMENDMENT HISTORY

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### 1. SCOPE

#### 1.1 General.

1.1.1 This specification relates to the decommission, removal, installation and commissioning of automotive fuel dispensing units and storage tanks for the SA Navy in the East Dockyard, NAVAL BASE SIMON'S TOWN, including providing associated works and setting to work all related ancillary equipment.

#### 1.2 Mandatory requirement.

1.2.1 For guidance on completion of this tender specification, all tenderers to adhere to instructions given in **paragraph 5.2** of this specification.

1.2.2 Tenderers are to submit the **completed** tender specification by the promulgated closing date and time. **FAILURE to comply herewith shall lead to the disqualification of the tenderer.**

#### 1.3 Item name.

1.3.1 The approved item name assigned to this item shall be:

DISPENSING PUMP SYSTEM, AUTOMOTIVE FUEL

### 2. APPLICABLE DOCUMENTS

#### 2.1 SA Government documents.

2.1.1 Department of Defence : General Bid Conditions (G.B.C's), as amended.

This document is available from the Secretary for Defence (Attention : Chief of Acquisition and Procurement), Private Bag X910, Pretoria, 0001, or from any of the Department's Procurement entities.

2.1.2 Special Conditions of Contract (SCC's), issued as part of this bid specification / documentation.

2.1.3 Construction Industry Development Board Act, Act 38 of 2000, as amended.

2.1.4 Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended.

2.1.5 Compensation for Occupational Injuries and Diseases (COID) Act, Act 130 of 1993, as amended.

2.1.6 National Water Act, Act 36 of 1998, as amended.

2.1.7 National Environmental Management Act (NEMA), Act 107 of 1998, as amended.

2.1.8 Atmospheric Pollution Prevention Act, Act 45 of 1965, as amended.

2.1.9 Environment Conservation Act (ECA), Act 73 of 1989, as amended.

2.1.10 Environment Conservation Amendment Act, Act 50 of 2003, as amended.

2.1.11 Hazardous Substances Act, Act 15 of 1973, as amended.

2.1.12 Heritage Resources Act, Act 25 of 1999, as amended.

2.1.13 Biodiversity Act, Act 10 of 2004, as amended.

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- 2.1.14 National Building Regulations and Standards Act, Act 103 of 1997, as amended.
- 2.1.15 Promotion of Access to Information Act, Act 2 of 2000, as amended.
- 2.1.16 Department of Environmental Affairs and Tourism (DEAT) Guideline 3 : General Guideline to Environmental Impact Assessment Regulations of 2006, as amended.
- 2.1.17 Department of Environmental Affairs and Tourism (DEAT) Guideline 5 : Assessment of Alternatives and Impacts of 2006, as amended.
- 2.1.18 Government Notice Number Regulation (GNR) 387 of 2006, activity 3, as amended.
- 2.1.19 Applicable Provincial and local Municipal by-laws and regulations as well as local supply authority regulations, where applicable.
- 2.1.20 The local Municipal fire regulations.
- 2.1.21 The standard regulations of any Government Department (DPW) or public service company, where applicable.
- 2.1.22 All National as well as Local Building Regulations, pertaining to this type of installation.
- 2.1.23 All regulations and requirements pertaining to national standards for the specification and quality of construction material.
- 2.2 Standards/Specifications.
  - 2.2.1 AISI 316 L : American Iron and Steel Institute specification for Stainless Steel grade 316 L.
  - 2.2.2 AISI 304 L : American Iron and Steel Institute specification for Stainless Steel grade 304 L.
  - 2.2.3 API RP 1604 : Closure of underground petroleum storage tanks.
  - 2.2.4 EN 12954 : General principles of cathodic protection of buried or immersed onshore metallic structures.
  - 2.2.5 ISO 9001 : Quality management systems. Requirements.
  - 2.2.6 SANS 342 : Automotive diesel fuel.
  - 2.2.7 SANS 1020 : Power-operated dispensing devices for flammable liquid fuels.
  - 2.2.8 SANS 1200 A : Standardized specification for civil engineering construction Section A : General.
  - 2.2.9 SANS 1200 DB : Standardized specification for civil engineering construction Section DB : Earthworks (pipe trenches).
  - 2.2.10 SANS 1200 GA : Standardized specification for civil engineering construction Section GA : Concrete (small works).
  - 2.2.11 SANS 1200 LB : Standardized specification for civil engineering construction Section LB : Bedding (pipes).
  - 2.2.12 SANS 1535 : Steel tanks for the underground storage of hydrocarbons and oxygenated solvents.

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2.2.13 SANS 1598 : Unleaded petrol.

2.2.14 SANS 1830 : Flexible piping for underground use at service stations and consumer installations.

2.2.15 SANS 10086-1 : The installation, inspection and maintenance of equipment used in explosive atmospheres Part 1 : Installations, including surface installations on mines.

2.2.16 SANS 10089-2 : The petroleum industry Part 2 : Electrical and other installations in the distribution and marketing sector.

2.2.17 SANS 10089-3 : The petroleum industry Part 3 : The installation, modification, and decommissioning of underground storage tanks, pumps / dispensers and pipework at service stations and consumer installations.

2.2.18 SANS 10119 : Reduction of explosion hazards presented by electrical equipment – Segregation, ventilation and pressurization.

2.2.19 SANS 10313 : The protection of structures against lightning.

2.2.20 SANS 10400 : The application of the National Building Regulations.

2.2.21 SANS 10140-1 : Identification colour marking – Part 1: General.

2.2.22 SANS 10140-2 : Identification colour marking – Part 2: Identification of hazards and equipment in work situations.

2.2.23 SANS 10140-3 : Identification colour marking – Part 3: Contents of pipelines.

2.2.24 SANS 10142-1 : The wiring of premises Part 1 : Low-voltage installations.

2.2.25 SANS 60079-11 : Explosive atmospheres Part 11: Equipment protection by intrinsic safety "i".

2.2.26 SANS 60529 : Degrees of protection provided by enclosures (IP code).

2.2.27 SANS 61084-1 : Cable trunking and ducting systems for electrical installations Part 1 : General requirements.

2.2.28 SANS 61084-2-1 : Cable trunking and ducting systems for electrical installations Part 2 : Particular requirements Section 1 : Cable trunking and ducting systems intended for mounting on walls and or ceilings.

### 3. QUALIFICATION

#### 3.1 General.

3.1.1 The supply of this item(s) and/or service(s) shall be in accordance with the documentation and information contained and referred herein. Unless otherwise stated, all dimensions are indicated in millimetres.

3.2 Responsibility for Inspection.

3.2.1 Unless otherwise specified in the order or contract, the Contractor shall be responsible for the performance of all inspections required to ensure compliance with this specification.

3.2.2 Except as otherwise specified, the Contractor may utilise his own facilities or any SANAS accredited commercial laboratory and / or inspecting authority acceptable to the SA Navy authorities.

3.2.3. The SA Navy, however, reserves the right to perform any inspection, where these are deemed necessary, to assure that supplies and services conform to prescribed requirements.

3.3 Inspection control.

3.3.1 The item(s) and/or service(s) may be subject to inspection during the course of manufacture / installation. The duly authorized delegate(s) of the SA Navy shall, during normal working hours, be granted access to all facilities to perform his / her duties.

3.3.2 The SA Navy's delegate(s) shall have the right of entry into the Contractor's factory or works of any sub-contractor where work supplied to this specification may be in progress.

3.3.3 The Contractor may inspect the finished item(s) and/or service(s) for compliance with this specification before submitting it to the SA Navy for final inspection.

3.3.4 Before acceptance, the item(s) and/or service(s) shall have been inspected and tested by the SA Navy and be found to comply with the requirements of this specification.

3.4 Acceptance.

4.4.1 Although the Contractor shall primarily be responsible to see that the item(s) and/or service(s) conform to this specification, the SA Navy shall subject it to acceptance.

3.4.2 Furthermore, the SA Navy reserves the right to carry out inspection of the item(s) and/or service(s) on the manufacturer's premises at any stage during or after manufacture thereof.

3.5 Deviations.

3.5.1 No deviations from this specification or any laid down process, treatment or procedures as set out in this specification shall be allowed except with the prior approval of the SA Navy.

3.5.2 Applications should be made to the Item Specification Section, Naval Engineering Section, Fleet Command, Simon's Town - Telephone no.: 021 787 4387/3274.

4. **PREPARATION AND DELIVERY**

4.1 Packaging.

4.1.1 Where applicable, item(s) shall be delivered in the manufacturer's original packaging and shall be in a clean, dry and commercially acceptable condition. It shall be so packaged that the item(s) shall not be damaged in transit, storage or during installation procedure(s).

4.2 Documentation.

4.2.1 The packing slip or delivery note as well as the inspection/compliance certificate(s), where applicable, together with a copy of the invoice showing the order number, shall be delivered with the consignment.

4.3 Delivery.

4.3.1 The Contractor shall deliver the item(s) in an undamaged condition to the SA Naval Stores Depot or Unit stipulated in the relevant printed Government Order.

4.3.2 The SA Navy reserves the right to inspect item(s) upon delivery for damage(s) and where found, reject such items and demand corrective action from the Contractor.

5. **NOTES**

5.1 Definitions.

5.1.1 For the purpose of this specification, the following definitions shall apply :

a. Acceptable.

i. Acceptable to the SA Navy's inspecting authorities.

b. Nominal.

i. Subject to the tolerances normal to good manufacturing practice.

5.2 Offers and comments.

5.2.1 Where item(s) and/or service(s) are specified in detail, the specifications shall form an integral part of the tender document and tenderers shall indicate in the space provided whether the item(s) and/or service(s) offered are to specification or not.

5.2.2 It shall be a **MANDATORY** requirement for all tenderers to **provide a response** on **EACH** and **EVERY dotted line** under the "TENDERERS' OFFERS AND COMMENTS" column(s).

5.2.3 Tenderers shall acknowledge under the "TENDERERS' OFFERS AND COMMENTS" column(s) their compliance or non-compliance against requirements specified in the applicable paragraph(s) and sub-paragraph(s) by indicating with the words "**COMPLY / DO NOT COMPLY**", "**AGREE / DO NOT AGREE**", "**YES**" or "**NO**" or any other comprehensible form of acceptance or non-acceptance with that specified Responses such as "**N/A**" for "**NOT APPLICABLE**" and / or "**NOTED**" as well as **any abbreviations** (e.g. "**C / NC**" for "**COMPLY / NON-COMPLY**" or "**Y / N**" for "**YES / NO**") against any paragraph(s) and / or sub-paragraph(s) shall not be considered a valid response.

5.2.4 **Any line left open** shall result in the specification being **considered incomplete** and **SHALL** lead to the **immediate disqualification** of the individual tenderer.

5.2.5 In respect of the paragraph(s) and / or sub-paragraph(s) where the item(s) and / or service(s) offered are not in compliance with the requirement(s) specified, tenderers shall be required to indicate the non-compliance and shall list the deviation(s) from that stated / specified in the specification.

5.2.6 A separate attached **signed letterhead** shall be used if space provided is inadequate for listing the deviation(s). It shall clearly reference the relevant paragraph(s) and, in detail, the deviation(s) from that stated / specified against that offered.

5.3 Validation.

5.3.1 The SA Navy reserves the right to confirm or validate with tenderers any aspect of this specification or feedback received during the technical evaluation phase. The SA Navy also reserves the right to obtain a demonstration model(s) for evaluation purposes.

5.4 Purpose.

5.4.1 This specification shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Chief of the Navy or his authorized representatives.

5.5 Documentation.

5.5.1 This specification and any relevant drawings, patterns or demonstration model(s) or any other information issued in conjunction herewith, may only be used for specific enquiries and tenders or orders placed by the South African Navy or its authorized representatives.

5.6 Authorization.

5.6.1 This specification remains the property of the South African Navy and, unless authorized in writing, shall be returned.



## 6. REQUIREMENTS

6.1 General.

6.1.1 The document covers the **minimum** requirements by the SA Navy for the decommissioning, removal, supply, installation, testing and commissioning of automotive fuel dispensing facilities, complete with all ancillary equipment, rehabilitation and associated works, which shall comply with and be in accordance with the all the documentation and standards referred to in paragraph 2 of this specification.

6.2 Technical qualification for tender.

6.2.1 **ALL** tenderers, **including** Third Parties tendering, shall **confirm** the following by means of **attaching** (as Appendices) to this bid / tender specification the following **required** and **valid mandatory** documentation :

- a. **Proof of registration** (i.e. "**Active**" status at time of promulgated tender closing time / date) that shall **clearly indicate** the **company(ies) responsible** for **executing** the work required, as specified in this specification, be compliant with the following :
  - i. For all **mechanical** engineering and related work, registration with the Construction Industry Development Board (CIDB) – **grade 3 ME**, with a **proven** track record in the installation and commissioning of public forecourt automotive fuel storage and dispensing facilities.
  - ii. For all **civil** engineering and related work, registration with the Construction Industry Development Board (CIDB) – **grade 3 CE**, with a **proven** track record in installation and commissioning of public forecourt automotive fuel storage and dispensing facilities.
  - iii. For all **electrical** installation, connection and related work, registration with the Construction Industry Development Board (CIDB) – **grade 1 EB**, with a **proven** track record in executing electrical installation work in hazardous areas (specifically public forecourt automotive fuel storage and dispensing facilities.)

**NOTES :**

*CIDB registration shall be a **mandatory** qualification requirement for this bid / tender in order to ensure compliance with paragraph 18 of the CIDB Act, Act 38 of 2000, as amended.*

***Any and all** sub-contractors contracted by the Prime Contractor to perform **any** type of (petro-chemical industry) related work on the site, shall be required to be registered with the Construction Industry Development Board (CIDB) in the specified category(ies) for the work contracted.*

Company(ies) whom are registered with the Construction Industry Development Board (CIDB) as a Potentially Emerging (PE) company(ies) in same category(ies) and grade(s) as those specified in paragraph. a (i); (ii) and (iii) above, shall only be acceptable if the following is submitted with bid / tender documentation :

- A verifiable track record, for at least the last five (5) years, indicating all the major contracts as well as monetary values the company(ies) has been involved with in the decommissioning, installation and recommissioning of automotive fuel dispensing facilities, specifically in order to render the installation(s) compliant with SANS 10089-2 and SANS 10089-3 standards.

Submitting proof of also being an approved petro-chemical industry accredited Contractor in the Republic of South Africa for the supply, installation and commissioning of public forecourt automotive fuel storage and dispensing facilities, shall be acceptable as additional proof of competence.

- b. Certificate of registration that shall clearly indicate the manufacturer of the offered automotive fuel dispensing units being a SANS (and / or ISO) 9001 accredited company. This requirement shall be to ensure that the offered products and required service shall meet applicable statutory and regulatory requirements to ensure a safe and reliable system that shall incorporate inherent quality and safety standards in its design and manufacture.
- c. Signed letter of accreditation (on an official letterhead from the offered dispensing units' manufacturer) indicating the company responsible for the installation and commissioning thereof, being an approved dealer / agent / installer / retailer of the offered dispensing units' manufacturer. This requirement shall be to ensure that the successful Contractor shall be able to provide periodic after sales service and support.
- d. Certificate of registration that shall clearly indicate the manufacturer of the offered underground storage tanks being a SANS (and / or ISO) 9001 accredited company. This requirement shall be to ensure that the offered products and required service shall meet applicable statutory and regulatory requirements to ensure a safe and reliable system that shall incorporate inherent quality and safety standards in its design and manufacture.
- e. Signed letter of accreditation (on an official letterhead from the offered underground storage tanks' manufacturer) indicating the company responsible for the installation and commissioning thereof, being an approved dealer / agent / installer / retailer of the offered underground storage tanks' manufacturer. This requirement shall be to ensure that the successful Contractor shall be deemed competent enough to be able to successfully install and commission the offered tanks as well as to provide periodic after sales service and support.

**NOTE : FAILURE to submit the ANY of requested mandatory documentation specified in paragraph 3.2.1 WITH this bid / tender specification SHALL lead to the immediate disqualification of the bid / tender(er).**

6.3 Site inspection.

6.3.1 **ALL** tenderers shall be required to make a mandatory site inspection **after** conclusion and attendance of a compulsory briefing session.

6.3.2 The purpose for this site inspection shall be for prospective tenderers to establish the full Scope of Work required as well as to identify all possible obstructions that will or shall influence the execution of the work required.

6.3.3 Tenderers shall familiarize / inspect the site and a site inspection / explanatory meeting certificate shall be completed and signed by both parties. **FAILURE to submit this signed certificate with tender documentation SHALL lead to the immediate disqualification of the bid / tender(er).**

**NOTE** : Due to the age of the currently installed infrastructure, the SA Navy is currently not in possession of a site plan layout of the facility(ies).

6.4 Additional site inspection date.

6.4.1 The Liaison authority shall, in conjunction with the end user and Naval Engineering Section, predetermine a set date and time for any further site inspection(s) by tenderers, if required.

6.5 Installation site.

6.5.1 The removal of the currently installed dispensing units, underground storage tanks, islands and all ancillary equipment as well as the installation of the new dispensing units, underground storage tanks and all required ancillary components and work, shall be executed at the following identified site :

Naval Harbour Master's Harbour Support Services  
and NBS Fire and Rescue Services Complex  
Building 150, East Dockyard  
NAVAL BASE SIMON'S TOWN  
Cape Town

6.6 Corrosion protection.

6.6.1 As the site is located well within a highly corrosive marine environment (**coastal** classification), the use of materials / parts being manufactured from approved marine grade materials or materials that shall incorporate high corrosion-resistance properties shall be implemented, taking note of preventing galvanic corrosion due to dissimilar metals coming into contact with each other.

6.6.2 Painting, plating and / or powder-coating shall **NOT** be deemed satisfactory corrosion protection / preventative measures and shall **NOT be acceptable** under any circumstances.

6.6.3 All equipment and components shall be adequately treated for protection against corrosion in a corrosive marine environment, if not manufactured from a corrosion-resistant material.

6.6.4 Where applicable and subjected to serviceable lifespan, corrosion protection shall include manufacturing parts from corrosion resistant / marine grade approved metal / materials.

6.6.5 No Cadmium plated and / or powder-coated parts and / or non-protected ancillary equipment shall be acceptable.

6.6.6 Cathodic protection of tank and pipework shall comply with EN 12954 standard, where required.

#### 6.7 Designed lifespan.

6.7.1 The automotive fuel dispensing facilities, its support structures and all ancillary equipment and associated works, as specified in this specification, shall be designed and constructed to have an expected **minimum serviceable lifespan** of not less than **20 full calendar years** with an additional incorporated 10 full calendar years' redundancy factor in a **corrosive marine environment**, when subjected to daily usage as well as yearly checks / servicing / calibration procedures.

6.7.2 **Each** Underground Storage Tank shall have a certified manufacturing date of between 2010 and current date in order to comply with aforementioned (**NOTE** : *Underground Storage Tanks with a manufacturing date prior to 2010, shall under no circumstance be acceptable nor installed*).

#### 6.8 Site decommissioning.

6.8.1 The successful Contractor shall be held liable to safely and effectively decommission the site in accordance with the OHS Act, API RP 1604, SANS 10089-3 as well as any and all relevant recognised and approved petro-chemical industry codes, standards and regulations pertaining to the decommissioning of such a site / installation, including implementing and observing any and all fire prevention methods as well as eliminating possible explosion and environmental contamination hazards.

6.8.2 The Contractor shall be held liable to remove off-site to an approved waste management facility any and all removed components from the currently installed automotive fuel dispensing facilities, complete with any and all ancillary parts / equipment / sections, including any and all civil engineering work (i.e. rubble) that was required.

#### 6.9 Site rehabilitation.

6.9.1 The successful Contractor shall be held liable to execute any and all site contamination rehabilitation, where and if applicable, in order to comply with applicable environmental legislation **prior** to proceeding with the installation of the new dispensing units, storage tanks and ancillary work required.

6.10 Interface definitions.

6.10.1 The automotive fuel dispensing installation and associated equipment shall be supplied and installed on the designated site noting the following :

- a. The successful Contractor's installation and supporting services shall be installed using the existing available 220 to 240 Volts, 50 Hz electrical.
- b. It shall include the wiring and connection to the nearest electrical supply point (Distribution Board located in Building 150), which shall comply with SANS 10089-2 and SANS 10142-1 requirements. A competent and registered Master Electrician(s) shall perform and / or supervise all electrical installations / connections in order to issue a CoC to the SA Navy.
- c. In order to prevent any explosion hazards, all electrical equipment supplied and installed, shall comply with SANS 10119, SANS 60079-11, SANS 60529, SANS 61084-1 and SANS 61084-2 requirements and shall be intrinsically safe.
- d. The successful Contractor shall ensure that all piping shall be adequately marked, as specified in SANS 10140 parts 1 to 3, to indicate the relevant product conveyed within. All pipework shall comply with SANS 10089-3 requirements.
- e. Where required, the Contractor shall be held liable to renew / repair any concrete and / or asphalt covered area(s) removed and / or damaged at the site during the installation(s) of the fuel dispensing facilities.

6.11 Site work requirements.

6.11.1 This defines the SA Navy's requirements for the supply, installation and commissioning of **new** suction-pump type automotive fuel dispensing facilities, its ancillary support structure(s) and any and all ancillary equipment and associated works required, in terms of its physical attributes.

6.11.2 The successful Contractor and / or his / her personnel / sub-contractors shall under no circumstances be allowed to alter the Scope of Work on instructions from SA Navy (and / or any other SANDF) personnel on site.

6.11.3 All components of the new automotive fuel dispensing facilities shall integrate and interface with existing infrastructure for safe and efficient operation and shall be compliant with relevant petro-chemical industry approved and recognised code(s), standards and regulations as well as SANS 10089-2 and SANS 10089-3 standards.

6.11.4 It is to be noted that the existing underground 14 m<sup>3</sup> **each** storage tanks for each product (ULP fuel (RON 95) to SANS 1598 and diesel (CF1) to SANS 342) shall be excavated and removed off-site, including any and all ancillary equipment and infrastructure.

6.11.5 The required work for this contract shall be as specified below, but shall not be limited thereto :

a. General.

- i. All electrical and fuel supply lines shall effectively be shut down / disconnected **prior** to **any** work starting on the site (i.e. decommissioning of installation / site).
- ii. The existing fuel dispensing units with all ancillary equipment and support structures, including underground storage tanks (UST) with dedicated suction, vent and return lines, where applicable, shall be safely disconnected, removed and be disposed of in its entirety.
- iii. If applicable, any fuel accumulated in each dispensing unit's containment area (sumps) shall be safely pumped out and be disposed of.
- iv. Each currently installed UST shall be safely drained of all of its respective contents and it shall be **adequately vented prior** to performing any type of disconnection / disassembly and removal procedures.
- v. Currently installed ID collars shall be removed and replaced with new ID collars to correctly identify tank number as well as specific type of fuel product contained and volume of tank (in m<sup>3</sup>).

b. Electrical.

- i. All electrical wiring and connections to the applicable Distribution Board(s) (DB's) shall be made compliant with the applicable and relevant SANS 10142-1 and SANS 10089-2 standards as well as any other applicable SABS regulations for explosive atmospheres / environment.
- ii. All currently installed electrical circuit breakers on the DB board, pertaining to the applicable dispensing units **only**, shall be disconnected and replaced with suitable and rated **new** circuit breakers for the new dispensing units, unless otherwise specified.
- iii. Mains power supply to the DB board shall under **NO** circumstances be enhanced. Should more mains power supply be required, the Contractor shall then submit a written request via the Liaison authority for further action.
- iv. All existing wiring and glands from the DB box to the fuel dispensing units shall be removed and replaced with new wiring and glands.

TENDERER'S OFFERS  
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- v. The complete installation shall be adequately earthed, including relevant fuel dispensing unit(s), and shall effectively prevent static electricity charge build-up. Protection against lightning shall be provided and such protection shall be in accordance with SANS 10313.
- vi. As an additional feature, the DB board shall incorporate a unique feature whereby a portable / mobile generator shall be connected to it, during mains power supply failure, to **ONLY** supply electrical power to the fuel dispensing units for continuous operation.
- vii. The electrical installation shall also incorporate emergency shutdown switch(es) that shall effectively cut all mains power supply to the applicable fuel dispensing unit when activated. This shall be placed in a convenient position to ensure it being within easy reach of the operator(s) should an emergency situation occur.
- viii. A suitably rated surge protector shall be incorporated into each dispensing unit's circuitry to prevent damage to any electrical components / circuitry during mains power supply failures / spikes (e.g. unscheduled load shedding etc.).
- c. Underground Storage Tanks (UST).
  - i. Each new UST to be installed, shall be a SANS 1535 compliant composite bonded tank that shall offer **extreme** corrosion resistance, especially in a **highly corrosive marine environment**.
  - ii. **One** UST tank shall be for the storage and dispensing of unleaded petrol, RON 95 grade to SANS 1598 and **one** UST tank shall be for the storage and dispensing of low sulphur automotive diesel, CF1 grade (50 parts per million) to SANS 342.
  - iii. Each bonded tank shall offer high tensile strength and impact properties and shall be extremely suitable for underground storage of ULP and diesel fuels in a corrosive coastal environment.
  - iv. Each bonded tank's incorporated cladding shall have been quality checked over 100 % of its surface to ensure that there shall be no discontinuities in the coating. The tank shall have been subjected to at least a 35000 Volt holiday test by the manufacturer.
  - v. Each bonded tank shall be fully insulated from the surrounding soil and shall be equipped with isolating bushes.

- vi. Each bonded tank shall not normally require cathodic protection or corrosion monitoring.
- vii. Each bonded tank shall incorporate lifting lugs as well as flanged or dished ends.
- viii. Each bonded tank shall incorporate a manhole as well as a filler, dip, breather, overfill protection feature and suction pump apertures.
- ix. Each bonded tank's design shall allow for periodic in situ internal cleaning that shall not normally require the need to dismantle / disassemble / excavate any part and / or fitting thereof, including that of the suction line and tank sump.
- x. Volume, capacities, dimensions and weight (of each UST).
  - 1.) Volume (**max.**) : 14 m<sup>3</sup>
  - 2.) Capacity (calculated) (**max.**) : 14000 to 14300 litres
  - 3.) Steel plate thickness (**min.**) : 6 mm
  - 4.) Bonded shell thickness (**min.**) : 2,5 mm
  - 5.) Outside Diameter (nom.) : 1850 ± 150 mm
  - 6.) Length (nom.) : 5500 ± 150 mm
  - 7.) Weight (**max.**) : 2000 kg
- xi. Each UST shall be installed and secured in its designated area as specified in SANS 10089-3, complete with its own dedicated tank sump, suction and vent line.
- xii. Dip tube.
  - 1.) Each UST shall be supplied with a patented dip tube that shall be a three-in-one tank profiling device for gauging, profiling as well as obtaining visual samples of product contained within each UST.
  - 2.) It shall be capable of drawing representative samples directly from each UST in a cost effective way without interrupting dispensing operations at any time.
  - 3.) It shall employ the principles of pressure differential, mechanical scaling and a locking mechanism that shall ensure the fuel sample shall be trapped inside an inner tube in order to accurately determine the level of the tank.



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(refer paragraph 5.2)

- 4.) It shall also employ the principles of density and transparency to characterise the fuel sampled in order to determine contamination as well as the level of contamination.
  - 5.) The dip tube shall not make use of water finding paste to detect presence of water and / or moisture.
  - 6.) The dip tube shall be capable of indicating exact level of water / moisture inside the tank.
  - 7.) It shall also be capable of being used to **confirm** if the **CORRECT product** has been delivered to the intended tank.
  - 8.) It shall also be capable of being used to **confirm** if the **INCORRECT product** has been delivered to the intended tank.
  - 9.) The dip tube shall be safe for hazardous zone operations (i.e. manufactured from low static generating materials) and shall not contain metallic components in its design and construction.
  - 10.) The dip tube shall make use of laser engraving technology that shall ensure labelling shall be permanent and shall not be affected by fluids containing hydrocarbons.
  - 11.) The laser engraving shall be bold in order to ensure product level inside the tube shall be easily observable by the operator, thereby reducing human error(s).
  - 12.) The dip tube shall be labelled in both centimetres and litres (refer also paragraph c (x) (2)) and shall be self-converting.
  - 13.) The dip tube shall be incremented in millimetres between each centimetre reading, thereby ensuring the tube to be accurate to the last millimetre of the tank.
  - 14.) The dip tube shall not be affected by weather conditions and shall give accurate readings day or night.
  - 15.) As a back-up, a wooden fuel tank measuring stick shall form part of the deliverables.
- d. UST's vent pipes.
- i. **Each** UST shall be fitted with a dedicated vent pipe in order to comply with SANS 10089-3 standard.
  - ii. Each vent pipe shall comply with and be located as specified in SANS 10089-3.

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- iii. Each vent pipe shall be equipped with a dedicated up-draught type vent rose that shall effectively prevent ingress of (rain) water and / or moisture and / or rodents / reptiles and / or birds and / or any other foreign object(s) that may cause clogging or an obstruction thereof.
- iv. Each vent rose shall not inhibit nor restrict the flow of air when the respective tank is being (gravity) filled (i.e. cause an exceedingly prolonged / delayed period when being filled by means of road tanker) or during fuel dispensing operations (i.e. cause a dispensing pump to "run dry" / sucking air etc.).
- v. Each vent pipe, including any and all ancillary fittings, shall be manufactured from a marine grade approved material with inherent high corrosion-resistance properties.
- vi. Each vent pipe shall be capable of withstanding heavy-vehicle traffic over it once buried.
- e. Suction line.
  - i. Each UST's suction line shall be compliant with SANS 10089-3 standards.
  - ii. It shall be of a co-axial or concentric design (aka "double wall") type. This shall be required in order to render the installation compliant with SANS 10089-3 specifications regarding secondary containment fields for preventing hazardous materials / substances contaminating the surrounding environment should a leak occur.
  - iii. The new suction line's material shall be extremely suitable for use in a corrosive marine environment and shall be suitable for the respective conveyance of RON 95 ULP and CF1 50 ppm diesel fuel (i.e. it shall not be adversely affected / degraded / weakened when conveying fluids containing hydrocarbons).
  - iv. Each line shall, once buried, be capable to withstand heavy-vehicles travelling over it without collapsing or being damaged.
  - v. Each line shall be installed at a suitable gradient between the respective tank and respective fuel dispensing unit, as specified in SANS 10089-3.
  - vi. Each line shall incorporate a straining filter unit that shall adequately **prevent any contaminants and particles** suspended within the fuel and tank from being dispensed.
  - vii. Installation of an inline straining filter system, complete with a removable / replaceable filter element shall be preferred.

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- viii. Each line shall also incorporate a flashback arrestor, breakaway or pressure loss shut-off valve(s), by-pass valve(s), pressure relief valve(s), control valve, check valve and foot valve, where required.
- ix. An inline filtration system shall be supplied and installed, compete with removable / replaceable filter element, which shall **effectively remove or trap any moisture / water contained** within the fuel being dispensed.
- x. Each inline filtration system(s) shall incorporate a non-digital or analogue status information indicator to monitor the flow rate over each of the filtering systems (i.e. to determine whether filter(s) are in need of replacement). However, each filtration system shall not adversely restrict or reduce specified pressures and flow rates at the dispensing unit's nozzle, unless the applicable replaceable filter becomes unserviceable and requires replacement.
- xi. All replaceable filter elements shall be of South African origin and obtaining it shall not unnecessary delay the dispensing of fuel or cause elongated delays in returning to service the respective fuel dispensing unit(s). No special tools shall be required to change any filters.
- xii. The design of the respective filtering systems and its installation position within the suction line shall be such that no unauthorized dispensing of fuel shall occur nor access be given for any suction device to be inserted for illegal fuel dispensing operations.
- f. Fuel-dispensing units.
  - i. Each product (ULP and diesel) shall be dispensed by its own dedicated dispensing unit.
  - ii. Each new fuel dispensing unit set shall be SANS 1020 compliant and certified and shall be of the aboveground, vertical stand-up, suction pump type.
  - iii. Each fuel dispensing unit shall incorporate the following :
    - 1.) It shall be of a robust design with proven engineering features.
    - 2.) It shall be for a private fuel user (i.e. no cost per litre indicator required).
    - 3.) It shall be a single hose, single product dispensing unit.

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(refer paragraph 5.2)

- 4.) It shall incorporate a micro-accurate two-piston flow meter or a suitable accurate equivalent thereto.
- 5.) It shall incorporate a compact pumping unit, complete with self-priming feature(s), which shall offer high capacity – high speed delivery.
- 6.) Each pump unit shall incorporate an enclosed and re-sealable containment casing, complete with drain to in-feed side prior to the filtering system(s), which shall effectively catch and recycle any fuel leaking from the pump. The drain may be routed back to the fuel storage tank's sump area for collection, if practical and economical viable to do so.
- 7.) It shall incorporate a tamper-proof Veeder-Root or equivalent mechanical register with a **non-resettable** totalizer, capable of totalling up to and indicating a maximum of 9 999 999,9 litres of fuel dispensed.
- 8.) It shall incorporate an intrinsically safe heavy-duty electric motor that shall drive the pumping unit by means of a non-spark belt and pulley system.
- 9.) The pump shall be switched "ON" when lifting of the delivery nozzle to dispense fuel shall occur and shall be switched "OFF" once delivery nozzle is returned / replaced by means of a manually operated lever. A locking feature shall be incorporated.
- 10.) It shall incorporate a Zero-reset handle that shall be situated on the side panel.
- 11.) It shall incorporate an open-frame register that shall be capable of recording up to and indicating a maximum of 999,9 litres of fuel dispensed per delivery.
- 12.) It shall incorporate a high-speed constantly-engaged emergency hand driven crank and handle for use during mains power outages. Emergency hand driven crank and handle for each respective pump shall form part of the deliverable
- 13.) Frame and cover panels of dispensing unit shall be manufactured from an approved marine grade (i.e. highly corrosion-resistant and non-magnetic) material.

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(refer paragraph 5.2)

- 14.) It shall incorporate an approved fuel (hydrocarbon resistant) dispensing hose, complete with a ZVA or equivalent automatic nozzle, and compatible couplings. Overall nominal length of assembled dispensing hose shall not be less than 7000 mm.
- 15.) Each dispensing pump shall have a **maximum** delivery flow rate, **measured** at the dispensing nozzle, of between **45 and 50 litres per minute** at 0,35 MPa (350 kPa) nominal pressure through a 25 mm diameter delivery hose and nozzle.
- 16.) Each dispensing pump unit shall have a **minimum** delivery flow rate, **measured** at the dispensing nozzle, of **not less than 5 litres per minute** at 0,05 MPa (50 kPa) nominal pressure through a 25 mm diameter delivery hose and nozzle.
- 17.) Each automatic nozzle shall incorporate an encapsulated coloured body that shall effectively identify the specific product being dispensed (i.e. light-green for ULP, black for diesel), as per normal public forecourt industry standard.
- 18.) It shall incorporate a Stainless Steel to AISI 304 L or Aluminium alloy hose hook bracket that shall be affixed on the same side as the dispensing hose, for storing hose when not in use.
- 19.) It shall incorporate a tamper-proof (non-removable) nozzle hook that shall incorporate a feature for securing the nozzle by means of a padlock. The nozzle hook shall be manufactured from a corrosion resistant and non-magnetic metal.
- 20.) It shall incorporate a lockable emergency crank access cover hatch that shall effectively prevent any unauthorized access to the high-speed constantly-engaged emergency hand drive. (**NOTE** : securing of this access hatch by means of a screw or bolt **only**, shall not be deemed a suitable security measure and shall under **NO** circumstances be acceptable).
- 21.) It shall incorporate a nozzle boot that shall be manufactured from a corrosion-resistant and non-magnetic metal.
- 22.) It shall incorporate an intrinsically safe backlit LED type energy saving light and fitting for night time fuel dispensing operations.

h. Additional installation requirements.

- i. As the location of the UST's installation site are within the high-water mark and in reclaimed seabed, the installation of a geotextile fabric or an equivalent preventative measure that shall effectively prevent rising groundwater / seawater from entering and / or spilled / leaked fuel from exiting the installation location once backfilled, shall preferably be installed and shall cover all sides of the excavation, preferably on the concrete slab or prior to putting down the dead man anchors and executing backfill.
- ii. Each UST shall be supplied with a hydrocarbon and corrosion-resistant tank sump as well as lockable dip and filler caps.
- iii. Each UST, once installed and compliant with SANS 10089-3 requirements, shall be capable of accommodating traffic from heavy-vehicles travelling over it without becoming dislodged or developing leaks, cracks etc.
- iv. Each UST shall be equipped with a minimum of four (4) observation wells on its perimeter, which shall comply with SANS 10089-3 requirements.
- v. A new spill slab shall be cast, complete with spill slab grids and pipes.
- vi. A new separator shall also be constructed and connected to the existing drainage system.
- vii. The new separator shall effectively prevent spilled fuel (ULP and / or diesel) from entering the municipal sewage system.
- viii. A new reinforced concrete island shall be cast to accommodate the two respective dispensing units, each complete with its own dedicated sump area, which shall effectively prevent accumulated spilled / leaked fuel from seeping into the surrounding environment / soil / groundwater / sewage system.
- ix. Each sump area shall be adequately sealed to ensure its integrity and tightness upon completion.
- x. Each sump area shall be lined or be fitted with a hydrocarbon resistant material that shall effectively form a second barrier within the cavity. This shall be required to comply with regulations regarding secondary containment fields for preventing hazardous materials / substances contaminating the surrounding environment.

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- xi. Each dispensing unit's containment area shall also be equipped with a self-resettable monitoring device that shall sound an audible alarm or RED flashing light to indicate or make the attending operator aware of fuel leaking and accumulating within the containment area, which is not to exceed set safe standard petro-chemical industry levels.
- xii. The monitoring device shall also effectively shut down any and all electrical supply, once activated, to the dispensing unit until such time that the containment area shall be pumped out, fuel leak(s) contained or repaired and the monitoring device can no longer detect a dangerous level of accumulating fuel. Only then shall electrical power be capable of being restored and fuel dispensing operations may resume.
- xiii. Vehicle arrestors / barriers that shall effectively prevent / stop a fully loaded SAMIL 100 truck, travelling at a maximum speed of 40 km/h, from reaching / smashing into and dislodging any dispensing unit, shall be provided around the dispensing units and the island and shall be concreted into the existing surface. Particular attention should be paid to chassis heights of trucks operating in the fuel dispensing area.
- xiv. A suitable size canopy shall be installed over the dispensing units in order to minimize environmental wear and tear on the units as well as to give weather protection to operator(s).
- xv. The canopy shall be of such design and construction that it shall be able to withstand strong winds (> 100 km/h), severe gusts and heavy rainfall experienced in the vicinity during the year and shall not become dislodged, warped or in any way damage itself nor the surrounding infrastructure.
- xvi. The canopy shall be fitted with corrosion-resistant, vandal-proof, sealed high intensity energy saving LED lights with an IP 65 or better rating, in accordance with SANS 60529. All lighting shall be connected to an IR light intensity monitor that shall allow for automated operation during day /night time.
- xvii. The following symbolic safety signs, as per OHS Act regulations, shall be supplied and secured in an unobstructed and clearly observant position at the site, in the vicinity of the dispensing units :
  - 1.) No naked flames.
  - 2.) No smoking.
  - 3.) No cell phones or any other ignition source allowed.
  - 4.) Vehicles to be switched off when refuelling.

- xvii. The flammable store's double wooden door, complete with its entire frame, shall be removed and replaced and shall be finished in red paint, complete with all safety signs affixed. ....
- xviii. The door shall be equipped with a corrosion-resistant hinges, security lock and latch as well as a corrosion-resistant door handle and stays (in order to prevent damage to doors and frame from the wind). ....
- xix. Each installation shall be provided with a spill containment kit, applicable for the respective product to be contained / cleaned. ....
- xx. Each installation shall be provided with a first-off emergency response firefighting /fire suppression kit in close proximity of the dispensing units. ....

6.12 Ad hoc requirements.

6.12.1 The successful Contractor shall comply with the following :

- a. The Contractor shall, at own cost, generate and issue all approved drawings and notices in respect of the installation to the local authorities, if any, and shall indemnify and exempt the SA Navy (and SANDF) from all losses, cost or expenditure which may arise as a result of the Contractor's negligence to comply with the requirements of the regulations. ....
- b. The Contractor shall be conversant with the relevant requirements. Should any requirement, by-law or regulation, which contradicts the requirements of this document, apply or become applicable during the installation, such requirement, by-law or regulation shall overrule this document and the Contractor shall immediately inform the SA Navy (or SANDF) of such a contradiction. ....
- c. The Contractor shall not carry out any variations to the installation in terms of such contradictions without obtaining written permission to do so from the SA Navy and endorsed by the Liaison authority. ....
- d. The Contractor shall be held liable for the effortless interface and integration of the new automotive fuel dispensing units with the existing surrounding infrastructure. ....
- e. The Contractor shall assist and train (refer par. 6.15) designated SA Navy personnel in the required daily / monthly / yearly maintenance / checks and use of each installation and shall be liable for continued assistance and support up to and including successful commissioning. ....



6.13 System testing.

6.13.1 Each complete automotive fuel dispensing system installed, in its entirety and to determine its integrity and tightness, shall be Vacusonic or MassTech tested and be certified **after** installation and **prior** to commissioning.

6.13.2 Each dispensing unit and flow meter shall be calibrated for accuracy. A calibration certificate shall be issued upon completion and commissioning for each dispensing unit, which shall handed over to the Liaison authority.

6.13.3 The SA Navy shall be required to witness the testing of each system. The successful Contractor shall give adequate notice to the Liaison authority with regards to the date and timeframe set aside for testing (**preferably not less than 14 calendar days prior**). **FAILURE to execute and perform Vacusonic or MassTech testing as well as calibration on pump and flow meter, shall lead to payment being withheld until conformed with.**

6.13.4 The Contractor shall be held liable to repair any latent leaks / damage(s) / calibrations and / or any other issues discovered whilst conducting the aforementioned testing. This shall also be applicable for replacement of any equipment malfunctioning and / or found to be inoperative / not conforming to standards / specifications.

6.14 Certificates of Conformance.

6.14.1 The successful Contractor shall be held liable to supply to the Liaison authority all relevant Certificates of Conformance / Compliance (CoC) pertaining to and required by law for this type of installation with regards to general regulations and standards to be adhered to upon decommissioning as well as recommissioning.

6.14.2 The Contractor shall be held liable to perform relevant leak testing (MassTech or Vacusonic tests) on each of the **completed** installed systems to ensure the integrity and tightness thereof as well as to ensure that all lines are leak proof **prior** to final acceptance / commissioning and shall issue the required certification to the Liaison authority upon completion.

6.14.3 Furthermore, the Contractor shall also be held liable for the calibration of **each** dispensing unit installed as well as the issuing of a calibration certificate(s) in this regard.

6.14.4 The abovementioned testing and calibration shall be required to be witnessed by the SA Navy and the Liaison authority shall be given adequate notice **prior** to conducting the testing and calibration.

6.14.5 Test report(s) (with results) shall be handed over to the Liaison authority.

6.14.6 The Contractor shall also be held liable to have the entire installation inspected, approved and certified acceptable by the local (City of Cape Town) Fire Department **prior** to final commissioning.

6.14.7 This shall be preferably executed **prior** to any backfilling of manholes, trenches asphalt etc. The costing for this shall be included in the overall tendered price. **FAILURE to submit leak test and Fire Department certification shall lead to payment being withheld until conformed with.**

#### 6.15 Familiarization.

6.15.1 The successful Contractor and his / her designated service technicians shall be held liable to :

- a. Familiarize designated SA Navy personnel (max. of 3 persons) on the safe day-to-day operation as well as daily / monthly / yearly maintenance / checks and minor repair of the installed equipment up to and including the OEM's Level 2 competency. No training beyond Level 2 competency shall be required (i.e. no dismantling of equipment etc. to be allowed).
- b. The Contractor may subject designated SA Navy personnel to a written examination to establish their level of competence and, if acceptable, certify them as competent.
- c. Operator(s) shall also be familiarized to be confident in emergency first responder firefighting measures and procedures for the applicable product(s) being dispensed.
- d. The costs for the familiarization course specified above shall be included in the overall tendered price.

#### 6.16 Maintenance plan.

6.16.1 **Each** automotive fuel dispensing facility and its ancillary equipment installed, shall be supplied with a **36-month** preventative / corrective maintenance plan (any day any time dispensing unit break down) that shall be inclusive, but not be limited, to that specified below :

- a. Labour.
- b. Travelling (at applicable AA rates, determined to and from Contractor's premises in Cape Town Metropole only).
- c. All required lubricants
- d. All mechanical components
- e. All electrical components

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- f. All piping, valves, filters, fittings etc. ....
- g. All related sundries .....
- h. Yearly corrosion inspection on entire installation(s). ....
- i. Maintenance plan shall include all OEM scheduled routine maintenance and component repair / replacement parts as well as related sundries and vendor supplied equipment. ....
- j. VacuSonic or MassTech testing on both Diesel and ULP systems, in their entirety, in order to determine their integrity and tightness, shall be done **once yearly** on both new installations. First one shall be due 12-months **after** successful **commissioning**, thereafter every 12-month period (total of three (3) over 36-months). ....
- k. Calibration of each dispensing unit and flow meter shall be **executed twice yearly** as well as on completion of any dispensing unit breakdown repairs. First one shall be due 6-months **after** successful **commissioning**, thereafter every 6-month period (total of six (6) over 36-months). ....
- l. The costing of cleaning both Diesel and ULP's UST tanks shall be included. First one shall be due 18-months **after** successful **commissioning**, final one shall be due 18-months after first one (total of two (2) over 36-months). ....

**NOTE :** *The abovementioned preventative / corrective maintenance plan shall become effective from the date of final commissioning of each automotive fuel dispensing facility and the cost thereof shall be included in the overall tendered price. The SA Navy reserves the right to renew this maintenance plan at its discretion.*

**6.17 Spare parts.**

6.17.1 The offered automotive fuel dispensing facilities, its support structure and all ancillary equipment, shall **NOT** be at the end of its production lifespan. ....

6.17.2 The Contractor shall guarantee to supply Original Equipment Manufacturers' (OEM) approved or OEM approved replacement (spare) parts thereto for all equipment, when required, in order to render the installations and ancillary equipment serviceable for the specified designed lifespan. ....

6.17.3 The Contractor shall also guarantee that all OEM or OEM approved equivalent parts shall be available for a period of not less than the specified designed lifespan after successful installation and commissioning. ....

6.18 Technical documentation.

6.18.1 The Contractor shall deliver **one** (1) set of the following documentation to the Liaison authority (of which a copy to be forwarded to NES) :

- a. Electrical Wiring certificate(s).
- b. SANS 10089-2 and SANS 10089-3 Certificates of Conformity for both installations, including compliance certification with environmental regulations, where applicable.
- c. The 35 000 Volt holiday test certificate, issued by the tank manufacturer.
- d. Fire Department approval certification for the installation(s).
- e. Operating Regulations, in accordance with the applicable petro-chemical industry / authority's rules and regulations.
- f. Operating instructions and illustrated parts lists of all equipment installed.
- g. A general arrangement / assembly drawing of each fuel dispensing unit (if not common), indicating all parts, as installed.
- h. Dispensing units' electrical wiring diagrams, in full detail.
- i. An "AS INSTALLED" site plan layout drawing showing the entire installation in relation to the surrounding infrastructure, complete with all cable trunking provided for electrical cabling and fuel suction / vent lines to and from the tanks.
- j. An "AS INSTALLED" electrical distribution / wiring layout from the source of supply (DB box). This shall include all / any electrical connections and cable numbers applied to cables.
- k. All other relevant drawings / documentation pertaining to the installation.

**NOTE : FAILURE to provide the abovementioned specified documentation at site hand-over, shall lead to payment being withheld until conformed with.**

6.19. Copyright.

6.19.1 The Contractor shall agree and grant to the Department of Defence a royalty, free, non-exclusive and irrevocable licence to reproduce all data covered by copyright with the limitation that such data should not be released outside of the Department of Defence.

6.19.3 When the Contractor uses a manual or data which covers a vendor's components or portions thereof, and the vendor's manual contains copyrighted material, the Contractor shall be responsible for obtaining a copyright release from the vendor and furnishing such release to the Department of Defence with the limitation that such data should not be released outside of the Department of Defence.

6.20 Warranty.

6.20.1 **ALL** work, equipment and associated work(s) and parts supplied (vendor or OEM) and installed, as specified in this specification, shall carry a comprehensive warranty period of **12-months** against all and any faulty parts, poor workmanship, design and / or manufacturing processes or incorrect installation procedures with effect from the date that final payment shall be made to the successful Contractor.

6.20.2 Each automotive fuel dispensing unit, its structure and all ancillary equipment fitted, shall be covered by a **12-month** anti-corrosion warranty from date that final payment shall be made to the successful Contractor.

6.20.3 **All warranty periods shall be applicable for the entire 12-month period and SHALL NOT be subjected to the amount of operating hours**

6.20.4 Malicious and / or accidental damages or damages due to negligence shall be **excluded** from this warranty cover, although the Contractor may be requested to submit a quotation for the repair / replacement and re-commissioning of the affected system(s) or area(s) after repair.

6.20.5 All warranty claims within this period shall be directed to the Contractor whom shall be responsible to take the required corrective action. **No negotiations shall be entered into with any sub-contractors used by the prime Contractor.**

6.21 Acceptance authority.

6.21.1 Designated representatives from the Liaison authority, SA Navy and the successful Contractor's duly appointed engineer / representatives shall be responsible for, **against signature**, the acceptance and approval of each installation before, during and after installation.

6.21.2 The duly appointed engineer/ representatives from the successful Contractor as well as designated representatives from the Liaison authority and the SA Navy, shall be present to conduct the acceptance and approval inspection(s) at the following intervals :

- a. After decommissioning, **prior** to excavating and disconnecting pipes / electrical etc.
- b. After excavating and removal of tanks, dispensing units and ancillary equipment (**NOTE** : *rehabilitation maybe required at this stage*).
- c. After installation of new tanks, dispensing units, required civil engineering work, integrity testing and electrical connections.
- d. After completion of entire installation, as specified in this specification.

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6.21.3 Any unsatisfactory or incomplete installation work / operation of equipment shall result in **payment being withheld until such time as the corrective measures have been taken** to rectify the problem areas to the full satisfaction of the representatives of the SA Navy and the Liaison authority.

6.21.4 A Certificate(s) of Completion, signed by all relevant parties, shall be submitted with the original invoice(s) to the Liaison authority for payment procedures upon satisfactory acceptance.

6.22 Liaison authority.

6.22.1 Unless otherwise instructed, all tenderers shall contact (*during official office hours only*) the following person(s) or his / her duly authorized delegate(s) with regards to any queries :

Bid Invitation Section  
Simon's Town Procurement Services Centre  
Att. : WO<sup>1</sup> T. S. Tsogang  
Tel. No. : 021 787 5144 / 5131 / 5146  
E-mail : [tsogangts@gmail.com](mailto:tsogangts@gmail.com) / [spscbidinvitation@gmail.com](mailto:spscbidinvitation@gmail.com)

**LIST OF ABBREVIATIONS**

Abbreviations used in this specification are explained in the list hereunder :

aka	:	also known as
CoC	:	Certificate of Compliance / Conformance
DB	:	(Electrical) Distribution Box
DoD	:	Department of Defence
NBS	:	NAVAL BASE SIMON'S TOWN
NES	:	Naval Engineering Section
OEM	:	Original Equipment Manufacturer
OHS Act	:	Occupational Health and Safety Act
RSA	:	Republic of South Africa
SANS	:	South African National Standards (previously titled "SABS" standards)
SANDF	:	South African National Defence Force
SPSC	:	Simon's Town Procurement Services Centre
UST	:	Underground Storage Tank
CONTRACTOR	:	The tenderer awarded the bid to execute the work as defined in this specification.
CUSTOMER	:	The term Customer is understood to mean the SA Navy, with Simon's Town Procurement Services Centre as the nodal Liaison authority.

# **Section C**

**SPECIAL CONDITIONS OF CONTRACT**

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



**DEPARTMENT OF DEFENCE**

**SPECIAL CONDITIONS OF CONTRACT**  
**(SCC's)**

**TABLE OF CLAUSES**

1. GENERAL
2. CHANGED REQUIREMENT
3. CO-ORDINATED ACTIVITIES
4. SUB-CONTRACTING
5. VALUE ADDED TAX (VAT)
6. LIABILITY AND DAMAGE COMPENSATION
7. WAIVER
8. ACKNOWLEDGEMENT

## **SPECIAL CONDITIONS OF CONTRACT**

### **GENERAL**

1. The conditions contained in the General Bid Conditions (GBC's) and General Conditions of Contract (GCC's) as well as all other conditions shall apply.
2. The Contractor accepts full liability, responsibility and accountability for the Scope of Work, as specified in / relating to this contract.
3. Installation.
  - a. The installation, testing, certification and commissioning of these automotive fuel dispensing units / installations, its support structure and all ancillary equipment and associated works, shall be a considered a turnkey project.
  - b. The Department of Defence shall therefore **NOT** supply any labour, materials, consumables and / or equipment for the manufacture, installation, testing, certification and commissioning of these automotive fuel dispensing installations, its support structure and all ancillary equipment and associated works.
  - c. The Contractor shall be held liable to supply all the necessary labour, materials, consumables and equipment, including all system specific equipment and ancillary accessories, for the satisfactory and effective manufacture, installation, testing, certification and operation of these automotive fuel dispensing facilities, its support structure and all ancillary equipment and associated works.
  - d. Each installation shall be certified to be in accordance and compliant with SANS 10089-2 and SANS 10089-3 standards.
  - e. All materials / equipment to be installed shall be intrinsically safe and shall comply with the relevant SABS specifications or an equivalent recognized international standard / specification.
  - f. The offered equipment shall be standard supply items that can readily be supported / replaced from local (RSA) agents. Special / one-offs / sub-standard equipment shall not be used nor be acceptable and / or installed.
  - g. The offered equipment shall **NOT** be second hand / refurbished / previously owned equipment and any such equipment offered and or installed, shall not be acceptable under any circumstances and where found, shall be removed and replaced with new equipment at the Contractor's expense.
4. Site clean-up.
  - a. The Contractor and / or his / her sub-contractor(s) shall be held responsible for the removal of **ALL** rubble and debris, where applicable, from the designated site(s) to an approved waste management site.
  - b. A **waste disposal** undertaking (between tenderer and waste disposal company) shall be **submitted** with the tender.
  - c. Extreme care shall be taken not to mix cement / concrete on existing paving, grass, tarred road surfaces etc.
  - d. After completion of all work, the Contractor shall ensure that each site shall be cleaned to the full satisfaction of the Department of Defence's representatives.

5. Warning boards.

- a. Clearly readable warning boards in English and one other official language or equivalent symbolic safety signs, in accordance with the OHS Act, Act No. 85 of 1993, as amended, shall be exhibited in situations where the rendering of the service(s) may cause injuries to a person(s).

6. Occupational Health and Safety.

- a. All safety regulations in terms of Personal Protective Equipment (PPE) and facilities as well as Personal Breathing Equipment (PBE), as laid down in the Occupational Health and Safety (OHS) Act, Act 85 of 1993, as amended, shall apply in respect of this contract.
- b. The Department of Defence reserves the right to have all work ceased on any site(s) should the Contractor and / or his / her personnel / sub-contractors be found transgressing OHS Act regulations.
- c. The Department of Defence shall not be held liable in this regard for any time or costs lost by the Contractor and / or his / her sub-contractors until such time that OHS Act regulations are correctly implemented and adhered to at all times whilst on a particular site(s).
- c. All specialized protective safety equipment that may be required in terms of the execution of this contract shall be provided by the Contractor. The cost of any such equipment lost or damaged by the Contractor's personnel / sub-contractors, shall be for the Contractor's account.
- d. The Contractor shall be responsible at all times for the safety of his / her personnel / sub-contractors when they are executing the required service(s) on Department of Defence property.
- e. The Contractor and his / her personnel / sub-contractors shall enter Department of Defence property at their own risk.
- f. Should any of the Contractor's personnel / sub-contractors sustain any injuries, whilst on Department of Defence property, through the Contractor's action, the Contractor shall be responsible for the rendering of medical attention.
- g. Treatment for any injuries sustained by the Contractor's personnel / sub-contractors, caused by Department of Defence action, but not due to negligence or malicious intent on the part of the Department of Defence, shall be for the responsibility of the Contractor. Furthermore, the Department of Defence shall not accept legal liability for such injuries.
- h. The Department of Defence may, according to its discretion, render limited medical assistance to the Contractor's personnel / sub-contractors. The Department of Defence, however, shall not accept any liability for the outcome of such medical assistance rendered. The Department of Defence may, according to its discretion, charge the Contractor for such medical assistance services rendered.

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- i. The Contractor shall, upon appointment and prior to commencing with any work on the relevant site, deliver his / her comprehensive Safety File to the appointed Department of Defence Safety Officer for approval.
  - j. At the discretion of the Department of Defence, the Contractor and his / her personnel / sub-contractors shall be required to undergo screening or testing for any highly infectious diseases (such as Covid-19 etc.).
  - k. All costing relating to testing and testing reports / results required, shall be for the Contractor's own account, but the outcome of such results shall be forwarded to the Department of Defence's Safety Officer for final (work permit) decision.
  - l. It shall be and remain the full responsibility of the Contractor to continuously monitor his / her personnel / employees / associates / sub-contractors / suppliers etc. for signs of being infected / or where / when they come / came into contact with infected persons and it shall be a mandatory requirement to immediately report any such cases found and / or suspicions to the Department of Defence's Safety Officer in order to take the necessary precautionary steps.
  - m. All the Contractor's personnel / sub-contractors shall be required to attend and complete a mandatory Safety Induction, presented by the relevant Department of Defence Health and Safety Officer, and only thereafter shall work be allowed to commence. This shall also be applicable to any extra and / or replacement personnel brought on site by the Contractor and / or his / her sub-contractor(s).
7. Working Hours.
- a. Normal working hours shall be restricted between 07H30 AM to 16H00 PM on Mondays to Fridays and shall **exclude** Public Holidays and weekends, unless otherwise instructed or permitted.
  - b. The Contractor shall obtain **prior** written permission from the Department of Defence should he / she or his / her personnel / sub-contractors be required to work outside the aforementioned days and hours, including during / over Public Holidays and weekends.
8. Inflammable and poisonous substances.
- a. The Contractor shall **NOT** use nor store any poisonous or highly inflammable substances of any kind on any of the Department of Defence's premises / properties.
9. Payment.
- a. No payment shall be made to the Contractor for any services rendered / goods delivered to the Department of Defence before commencement of or after the official printed Government Order start / completion date.
  - b. Any claims made for services rendered / goods delivered before / after the official printed Government Order stipulated start / completion dates, shall not be accepted by the Department of Defence and shall thus be for the Contractor's own account.
  - c. No payment shall be made to the Contractor for any services rendered or goods delivered to the Department of Defence without written authority from the Procurement Entity.

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- d. When all deliverables / services, as specified in this contract, have been satisfied, payment shall be made within approximately 30-days after receipt of original invoice(s) and the original Acceptance / Completion Certificate.
  - e. There shall be no milestone (or phase) payments made to the Contractor or to any of his / her personnel / sub-contractors / suppliers etc. until final and successful commissioning and acceptance of these automotive fuel dispensing facilities, its support structure and all ancillary equipment and associated works by the Department of Defence.
  - f. The Department of Defence, via the respective Procurement Entity, reserves the right to consider partial payment of vendor supplied equipment and / or services to the Contractor that shall be required to fulfil this contract.
  - g. Partial payment of vendor supplied equipment and / or services shall be subject to the Contractor submitting to the relevant Procurement Entity such a request together with the vendor's original supplied invoice (or waybill), banking details and physical proof that such equipment and / or services have been installed and / or rendered on Department of Defence's property / premises.
  - h. Under no circumstances shall a request for partial payment be consider by the Department of Defence for equipment supplied and / or services rendered prior to it not being installed and / or provided.
10. Escalation.
- a. No additional work or costs (other than that authorized by the original printed Government Order) shall be incurred in terms of this contract without the specific permission from the Department of Defence as well as written permission from the Procurement Entity.

## CHANGED REQUIREMENT

- 11. 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 shall reserve 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

- 12. 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 services.
- 13. If the Contractor's service(s) is not rendered / required in a specific area at a given time, access to that area(s) shall be forbidden.
- 14. The work to be executed shall under no circumstances disrupt the daily routine activities taking place at the institution or on the premises where the service(s) is to be provided.

## CONTRACTOR'S PERSONNEL

### 15. Security.

- a. The Contractor, including his / her personnel / employees / associates / sub-contractors / suppliers shall at all times adhere and be subjected to the relevant security rules and regulations in place when entering Department of Defence's property / premises.
- b. No undocumented foreign national(s) shall be allowed onto Department of Defence's property / premises, even when in possession of a valid RSA residency and / or work / study and / or working permit.
- c. Documented foreign national(s) shall only be allowed onto Department of Defence's property / premises when written ministerial approval has been given to such a individual person(s). This shall be strictly enforced without exceptions.
- d. No weapons of any type / kind nor any alcohol or any other mind altering substance(s) shall be allowed on the Department of Defence's property / premises.
- e. Anyone suspected being in possession of a weapon(s) of any type / kind or of being under the influence of mind altering or any other intoxicating substance(s), shall not be allowed on the premises and if so found, shall be removed from the Department of Defence property / premises accordingly.
- f. The Department of Defence and its employees shall not be held responsible for any claim for any time and / or production lost by the aforementioned action. Any claim for time and / or production lost shall be for the Contractor's own account without any cost implication to the Department of Defence.

### 16. Identification.

- a. To identify the Contractor's personnel on the premises of the Department of Defence, the personnel shall comply with the following, with any costs for the account of the Contractor :
  - i. Personnel shall wear a company identification card with an employee photograph on it, conspicuously on his / her person at all times.
  - ii. Personnel shall wear identifiable uniforms whilst on duty.

### 17. Attitude towards Safety, Health, Security and Service delivery.

- a. Without prejudice to the Contractor's responsibility and right to select and appoint his / her own personnel, the Department of Defence shall at all times retain the right to identify personnel of the Contractor whom are considered to be undesirable, a safety and / or health and / or security risk.
- b. In such case(s), the Contractor shall be requested not to utilize such person(s) any longer to honour his / her obligations in terms of this contract.
- c. The Contractor shall immediately comply with the request and he / she shall not, as a result of such 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.
- d. The Contractor therefore indemnifies the Department of Defence against any claim whatsoever from the employee(s) concerned.

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18. Name List.

- a. The Contractor shall submit a complete name list of all personnel to be employed on Department of Defence premises to provide the service(s) according to the contract, to the Department of Defence official at the institution or on the premises where the service(s) is to be provided, whom shall arrange for entry permits for the Contractor.
- b. Any changes to the personnel shall be communicated to the designated official without delay.

19. Personnel on site.

- a. The Contractor shall ensure that the total number of personnel offered, for the execution and completion of this contract, shall be on duty on a daily basis until completion and / or final acceptance by the Department of Defence of the service(s) to be provided under this contract.
- b. Provision shall therefore be made for temporary or stand-in personnel for cases where personnel shall be on leave or sick leave.

20. Control of personnel.

- a. The Contractor shall at all times properly supervise all of his / her personnel / sub-contractors whilst on Department of Defence property.
- b. The Department of Defence shall at no time be expected to provide the Contractor's personnel / sub-contractors with supervision whilst work is being carried out in accordance with this Scope of Work.
- c. The Contractor shall establish the necessary control measures to prevent continued entry of his / her personnel into Department of Defence's property / premises after completion of this contract, unless otherwise permitted / authorized.

21. Non-performance.

- a. Should the service(s) to be rendered by the Contractor and / or his / her personnel / sub-contractor(s) be found to be sub-standard or non-existent, the Department of Defence shall then have the right to reject acceptance of or refuse to scrutinise such service(s) and shall require its immediate correction from the Contractor.
- b. If the Contractor persists in non-performance, the Department of Defence then shall have the right to refuse to scrutinise any service(s) rendered for acceptance until the quality control system of the Contractor has been corrected.
- c. If the Contractor fails to adhere to or satisfy any of the clauses, conditions or responsibilities, as specified in this contract, the Department of Defence shall then move to terminate the contract.
- d. Services rendered, which have been rejected, shall be rectified and be re-submitted for approval and the cost thereof, if any, shall be for the Contractor's account.

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### SUB-CONTRACTING

22. The Contractor may sub-contract part(s) of this contract, which shall be subject to the Department of Defence's rules and regulations as well as the Standard Bid Documents (SBD's) and General Bid Conditions (GBC's).
23. In the event that sub-contractors are to be used to execute the contract or part thereof, the following shall apply :
  - a. Prior Approval.
    - i. Once the contract signing formalities have been concluded, the Contractor shall obtain **prior approval** from the Department of Defence before appointing any sub-contractor(s).
  - b. Payment.
    - i. The Contractor shall remain liable to reimburse any and all sub-contractor(s) for goods delivered and / or services rendered to the Department of Defence relating to the execution of this contract.
  - c. Responsibility.
    - i. The Contractor shall remain at all times fully responsible, legally and technically, for any and all services rendered / goods delivered by any sub-contractor and / or contracted-in support.

### VALUE ADDED TAX (VAT)

24. All monies paid in terms of this bid, shall be subjected to value added tax, calculated at the appropriate tariff from time to time as provided for in the Value Added Tax (VAT) Act, Act 89 of 1991, as amended, the schedules thereto and Rulings as issued by the South African Revenue Services in regard to value added tax.

### LIABILITY AND DAMAGE COMPENSATION

25. The Contractor herewith indemnifies the Department of Defence from any claim that may arise from a third party, including any and all costs or legal expenses resulting from such claim, for loss or damage resulting from the death, injury(ies) 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.
26. The Contractor shall be held responsible for any damage and / or contamination to the environment and / or to infrastructure as well as theft on or from the premises and / or content that may be caused by the Contractor and / or his / her employees / sub-contractor(s) or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification shall accordingly be imposed by the Department of Defence against the Contractor. The Contractor shall ensure that sufficient and paid-up insurances are in place to cover any of these eventualities.
27. In the case of damage(s) and / or environmental related contingencies to or on the premises or content resulting from the work done, the Contractor shall undertake to rectify the damage(s) immediately to the satisfaction of the Department of Defence.



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28. If the Contractor fails to act immediately after notification, the Department of Defence shall rectify such damage(s) at will and the cost thereof shall be recovered from any monies outstanding and / or due to the Contractor for service(s) rendered.
29. The Department of Defence and its employees shall not be held responsible for any claim or injury to the Contractor's personnel whilst they are on Department of Defence property or in the execution of their tasks on Department of Defence property.

**WAIVER**

30. No waiver of any of the terms and conditions of the contract shall be binding or effectual for any purpose, unless expressed in writing and signed by the relevant parties thereto.
31. Any such waiver shall be effective only in specific instances and for the purpose given.
32. No failure or delay on the part of either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall 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**

33. Should any of the terms and conditions of the contract be held to be invalid or unlawful, such terms and conditions shall be severable from the remaining terms and conditions, which shall continue to be valid and enforceable.

**ACKNOWLEDGEMENT**

34. I, \_\_\_\_\_ (title / initial / surname of company representative),  
on behalf of \_\_\_\_\_ (Company name submitting tender / bid)  
acknowledge that I read and understood the content(s) of the Special Conditions of Contract,  
as specified above, and considered it acceptable and applicable to the execution of this  
contract.

Signed at \_\_\_\_\_ on this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
TENDERER / BIDDER

\_\_\_\_\_  
DATE