

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) MERRIVALE, UPPER TUGELA AND HIMEVILLE

SPSC-B-022-2023

FOR THE

DEPARTMENT OF DEFENCE

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE: 14 NOVEMBER 2023

TIME: 11H00

VALIDITY: 90 CALENDAR DAYS

INDEX

Bid: General Information

Contact Information
Bid Details
Address for Bid Submissions
Map / Directions to Simon's Town Procurement Service Centre

SECTION A:

MANDATORY EVALUATION CRITERIA (STAGE 1)

Appendix A: Pricir

Pricing Schedule

Appendix B:

SBD 4: Bidders Disclosure

Appendix C:

SBD 6.1: Preference Points Claim Form

Appendix D:

Compulsory Briefing Session and Site Viewings Certificates

ADMINISTRATION EVALUATION CRITERIA (STAGE 1)

Appendix E:

SBD 1: Invitation to Bid

Appendix F:

Central Suppliers Database (CSD) Full Registration/Summary

Report

Appendix G:

SPSC Indemnity Agreement form

Appendix H:

Certificate of Compliance by Sub-Contractor

Appendix I:

Written Agreement wrt Occupational Health and Safety Agreement

(OHASA)

Appendix J:

SPSC Group Questionnaire

Appendix K:

Defence Intelligence questionnaire (D.I.)

SECTION B:

MANDATORY TECHNICAL EVALUTION

Appendix L:

Scope of Work

SECTION C:

Special Conditions of Contract



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 spscbidinvitation@gmail.com

Email Address: 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 working days

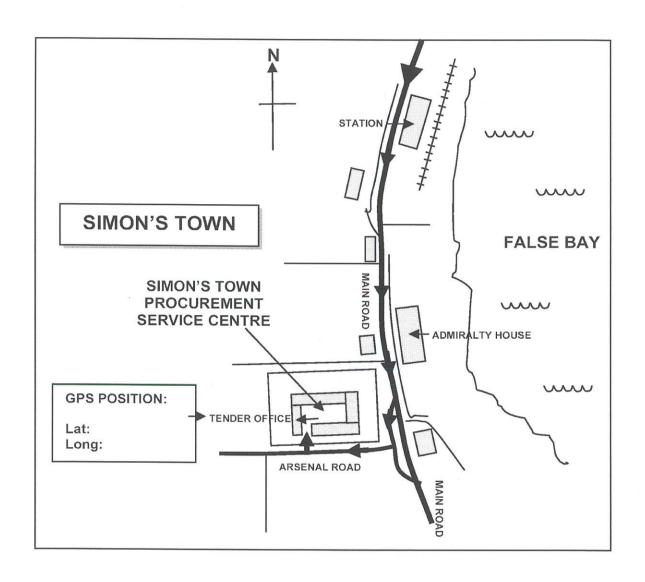
Validity of Bid:

90 calendar days



GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530' E 18° 25. 591'



MASTER COPY

BID EVALUATION INSTRUCTIONS

- 1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
- 2. Except where otherwise indicated, all questions must be completed.
- 3. No bids received by telegram, telex, email, facsimile or similar medium will be considered. The original bid must be deposited at the entrance (green box) or handed in at the Bid receipt section at SPSC, 2 Arsenal Road, Simon's Town.
- 4. The bidder is responsible for all the costs that they shall incur related to the preparation and submission of the bid document
- 5. All information regarding the evaluation process must be treated as confidential.
- 6. 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, Statement of Work and all other required documents.

NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED

- 7. 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 (Phase 3)
- 8. This requirement will be awarded using the 80/20 principal
- 9. No late bids will be accepted after the closing date and time.
- 10. The Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line,
- 11. Bidders should confirm via email they will be attending the briefing session (spscbidinvitation@gmail.com).



MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

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

S/No	Criteria
	A
	Phase 1, Stage 1
	Phase 1,Stage 1, Mandatory Evaluation Criteria
1.	Pricing Schedule: All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals must be completed. The bid must be submitted in the Two (2) envelope systems as follows:
	 a. Envelope 1: Pricing Schedule (it should contain Pricing Schedule ONLY).
,	 Envelope 2: SBD documents, Statement of Work and all other required documents.
	NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED
	Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A
2.	SBD 4 - Bidders Disclosure: This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix B
3.	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
4.	Compulsory Briefing Session and Site Viewings Certificates: Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session and sit Viewings. Failure to attend the compulsory Briefing Session and Site Viewings and submit the completed and signed Briefing Session certificate and Site Viewings certificates by the closing date and time will invalidate this offer. Appendix D
	Phase 1, Stage 1, Administration Evaluation Criteria
5.	SBD 1 / Invitation to Bid: SBD 1 / Invitation to Bid: Submit this document as indicated by the closing date and time may invalidate this offer. Appendix E
	LA CATEO OOOV

MASTER COPY

S/No	Criteria
	A
6.	Central Suppliers Database (CSD) Full Registration/Summary Report: The CSD Full Registration/Summary Report should be submitted. The supplier must be:
	 i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status. ii. Successfully verified bank details iii. Physical Address type
	iv. Suppliers must be registered for the commodity/service required for this bid.
	Failure to submit the CSD full Registration/Summary Report by the closing date and time may invalidate this offer. Appendix F
7.	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
8.	Certificate of Compliance by sub-contractor: A certificate of compliance signed by the bidder and all sub - contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix H
9.	Written Agreement wrt Occupational Health and Safety Agreement (OHASA): The OHASA agreement, signed amongst the DOD, bidder and sub – contractor/s (in the event of sub-contracting) to be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this offer. Appendix I
10.	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
11.	completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time may invalidate this offer. N.B. The short listed companies will be requested to submit thumb
	prints. Appendix K

MANDATORY TECHNICAL EVALUATION

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

S/No	Criteria
	Stage 2
1.	STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the Statement of Work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose
	A separate attached signed letterhead shall be used if space provided is inadequate for listing the deviations. It shall clearly list the relevant paragraphs and, in detail, the deviations from that state/specified.
	This Statement of Work shall not be used for any purpose other than tendering or manufacturing. No alterations shall be allowed without the consent of the Simon's Town Procurement Service Centre.
	Failure to comply will invalidate this offer. Appendix L

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

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

<u>Phase 3:</u> 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

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

	QSE's	20			
LEVEL 4	51% owned by Male Military veterans or	4	14		1
	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				
LEVEL 5	51% owned by any other QSE's	2	12		
LEVEL 6	NOT APPLICABLE				
LEVEL 7	NOT APPICABLE			-	
LEVEL 8	Non-compliant	0	0		

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

<u>Pricing Schedule:</u> 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.

NOTE THAT IF THE DOCUMENTS ARE SUBMITTED IN ONE ENVELOPE AND NOT IN TWO ENVELOPES AS INDICATED ABOVE, THIS OFFER WILL BE INVALIDATED

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







Request for Bid: SPSC-B-022-2023

Author: Wendy Cooper Date: 10/13/2023 10:18:00

PRICING SCHIDULE

SPSC-B-022-2023 0000200200 Document No: Bid No.

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL

Request for Bid Open

Company Name: Document Type

Attention:

Tel No: Fax No. Cell No:

Email:

HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) MERRIVALE, UPPER TUGELA AND HIMEVILLE

Description:

Currency:

2023-11-14 11:00:00 ZAR Closing Date:

quo calender clays

Created

Validity Days:

Status:

	Date Required	AIA				
	Purchase Unit of Measure	Each	Quantity Available	5/2		
	Delivery Point	Merrivale	Quantity Required Quantity Available	18		
	Consumer	JOINT OPERATIONS TACTICAL HEADQUARTERS KWA-ZULU NA	Lead Time	Mu		
	Item Description	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK MERRIVALE - 7M X 14M (SIZE AND QUANTITY TO BE CONFIRMED AT BRIEFING SESSION)	Line Comment	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) MERRIVALE	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	60010102		CASTING OF CONCRETE SLABS FC NATAL (JTAC HQ KZN) MERRIVALE	Total Unit	Total C
Š.		~				

4/2					Date Required	W/W				
Each	Quantity Available	\$ 7			Purchase Unit of Measure	Each	Quantity Available	なって		
Tugela	Quantity Required	7			Delivery Point	Himeville	Quantity Required	4	1	
JOINT OPERATIONS TACTICAL HEADQUARTERS KWA-ZULU NA	Lead Time	अर			Consumer	JOINT OPERATIONS TACTICAL HEADQUARTERS KWA-ZULU NA	Lead Time	4/2	:	
CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK UPPER TUGELA - 7M X 8M (SIZE AND QUANTITY TO BE CONFIRMED AT BRIEFING SESSION)	Line Comment	RETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU EN) UPPER TUGELA	Cost in ZAR Currency, Including VAT and ALL Delivery Costs	ost in ZAR Currency, Including VAT and ALL Delivery Costs	Item Description	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK HIMEVILLE - 7M X 8M (SIZE AND QUANTITY TO BE CONFIRMED AT BRIEFING SESSION)	Line Comment	RETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU.	Cost in ZAR Currency, Including VAT and ALL Delivery Costs	Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs
60010102		CASTING OF CONC NATAL (JTAC HQ KZ	Total Unit	Total C	Item Code	60010102		CASTING OF CONCI NATAL (JTAC HQ KZ	Total Unit	Total Co
	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK UPPER TUGELA - 7M X 8M (SIZE AND QUANTITY TO BE CONFIRMED AT BRIEFING SESSION)	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK UPPER TUGELA - 7M X 8M (SIZE AND QUANTITY TO BE CONFIRMED AT BRIEFING SESSION) Line Comment Line Comment Lead Time CASTING Lead Time JOINT OPERATIONS Tugela Each KWA-ZULU NA CONFIRMED AT BRIEFING SESSION)	CASTING OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) AS PER SCOPE OF WORK UPPER TUGELA - 7M X 8M (SIZE AND QUANTITY TO BE KWA-ZULU NA CONFIRMED AT BRIEFING SESSION) Line Comment Line Comment CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU ALINE CONTRACTOR HEADQUARTERS KWA ZULU AL	JOINT OPERATIONS Defector HeadQUARTERS Twantity Required Quantity Available Alvy Alvy	JOINT OPERATIONS DEFINAL HEADQUARTERS TACTICAL HEADQUARTERS TWA-ZULU NA Lead Time Quantity Required Auantity Available ANA	JOINT OPERATIONS DBE KWA-ZULU NA Lead Time Quantity Required Quantity Available A A A NA Consumer Delivery Point Measure	Dee Tactical Headquarters Tugela Each KWA-Zulu NA Guantity Required Quantity Available Alwa Consumer Delivery Point Measure Each KWA-Zulu NA Himeville Each KWA-Zulu NA Himeville Each KWA-Zulu NA	JOINT OPERATIONS DEF KWA-ZULU NA Lead Time Consumer Consumer JOINT OPERATIONS Each AJVr Delivery Point Weasure JOINT OPERATIONS E Actical HeadQUARTERS Himeville Each KWA-ZULU NA Conautity Required Guantity Available Consumer JOINT OPERATIONS E Actical HeadQUARTERS Consumer JOINT OPERATIONS Himeville Each KWA-ZULU NA Conautity Required Guantity Available	Dee TACTICAL HEADQUARTERS Tugela Each KWA-ZULU NA Auntity Required Quantity Available Alwa-ZULU NA Auntity Required Quantity Available Consumer Delivery Point Measure HeadQUARTERS Himeville Each KWA-ZULU NA Himeville Each KWA-ZULU NA Auntity Required Quantity Available Alwa-ZULU NA Auntity Required Quantity Alwa-ZULU NA Auntity Alw	Dee TACTICAL HEADQUARTERS Tugela Each KWA-ZULU NA Auntity Required Quantity Available Consumer Delivery Point Measure Lead Time Quantity Required Quantity Available Awa-ZULU NA Himeville Each KWA-ZULU NA Auntity Required Quantity Available Color Consumer Delivery Point Measure Awa-ZULU NA Auntity Required Quantity Available Color Colo

The following conditions are hereby accepted: "Standard Terms and Conditions of Contract" Available on Websiles () 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 all 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 duty authorized to sign the price quotation.

The offer is inclusive of value Added Tax

ame:	
Capacity:	Date:
)	ignature:
name: .	Signature:

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

Questionnaires

Questionnaires / Evaluation Criteria

THE 80/20 QUESTIONNAIRE EVALUATION TEMPLATE V2

Question/s

Options	TEVEL1	LEVEL2	LEVEL3	LEVEL4	LEVELS	LEVELG
	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

Page 3 of 4

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

Level 5: 51% owned by any other QSEs

Attachment Description

Attachment File Name

LLL

NON-COMPLIANT

LEVEL7

LEVEL 3



SBD 4: BIDDERS DISCLOSURE

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

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



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?
 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

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

I 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 particula			
2.3	Does the bidder or a members / partners or enterprise have any in not they are bidding for	r any person hav terest in any othe	ing a controlling	interest in the
2.3.1	If so, furnish particular	rs:		
3	DECLARATION			
	I, (name)submitting the acconstatements that I certification	npanying bid, de	o hereby make	the following
3.1 3.2	I have read and I under I understand that the	accompanying	bid will be disq	ualified if this
3.3	disclosure is found no The bidder has arrived without consultation, of any competitor. Howe	at the accompant communication, a ver, communicat	ying bid independ agreement or arra ion between part	ently from, and angement with mers in a joint
3.4	venture or consortium. In addition, there has agreements or arrange quantity, specifications used to calculate price submit or not to submit bid and conditions or which this bid invitatio	ave been no c ements with any c s, prices, includin es, market alloca it the bid, bidding delivery particula	onsultations, cor competitor regard ig methods, facto tion, the intention with the intention	mmunications, ing the quality, irs or formulas or decision to a not to win the
3.4	The terms of the acc disclosed by the bidde the date and time of t contract.	ompanying bid her, directly or indirectly	ectly, to any com	petitor, prior to
3.5	There have been no arrangements made			

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

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

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

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

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

Signature	Date		
Position	Name of bidder		



SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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



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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

$$Ps = 80\left(1 + \frac{Pt - Pmax}{Pmax}\right)$$
 or $Ps = 90\left(1 + \frac{Pt - Pmax}{Pmax}\right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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		

		т.			
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	5	
Level 6					
Level 7	Not Applicable				
Level 8	Non-compliant	0	0		

<u>NOTE</u>: 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 ☐ ITICK 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;
 - 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;
 - 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.

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
•	



COMPULSORY BRIEFING SESSION AND SITE VIEWING CERTIFICATES

<u>Compulsory Briefing Session and Site Viewing certificates:</u>
Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing session. Failure to attend the Compulsory Briefing Session and Site Viewing and submit the completed and signed Briefing Session and Site Viewing Certificates by the closing date and time will invalidate this offer. Appendix D

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

MASTER COPY

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 24 October 2023						
Briefing session time: 10:00 AM						
Venue: Merrivale Ops Base, 12km West from Howick to Underberg on road R61. GPS Coordinates 29°33'00.18"S 30°12'26.87E"						
Bid No: SPSC-B-022-2023						
Closing date: 14 November 2023						
Closing time: 11H00						
Validity period: 90 Calendar Days						
The Information briefing session is compulsory and the original signed and stamped certificate must be submitted as appendix D as part of the Bid document.						
It is hereby confirmed that:						
(Representative)						
Of(Legal Name of company)						
Attended the official briefing session and cognisance has been taken of the information as per the presentation, bid document, the brochure/hand-out and all relevant documentation.						
() SIGNATURE OF REPRESENTATIVE						
() CHIEF LOGISTICS: LIEUTENANT GENERAL OFFICIAL DATE STAMP						
The time as stipulated in the Bid document for the briefing session and latecomers will under no circumstances be permitted to attend. Failure to attend the briefing session and provide this completed certificate with the Bid document by the closing date and time will invalidate your Bid						



SITE VIEWING CERTIFICATE

BID NUMBER: SPSC - B - 022 - 2023

SITE VIEWING DATE: 24 October 2023

VENUE: Merrivale Ops Base GPS Coordinates 29°33'00.18"S 30°12'26.87"E

The Site Viewing is COMPULSORY and the original signed and stamped certificate

must be submitted as part of the Bid Document.	
It is hereby confirmed that:	
	(Representative)
Of	(Legal Name of Company)
Attended the Compulsory Site Viewing and cognisance per the presentation, bid document and all relevant do	
)
SIGNATURE OF REPRESENTATIVE	
()
CHIEF LOGISTICS: LIFITENANT GENERAL	OFFICIAL DATE STAMP

The time as stipulated in the Bid Document for the Briefing session and latecomers will under no circumstance be permitted to attend.

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



SITE VIEWING CERTIFICATE

BID NUMBER: SPSC - B - 022 - 2023

SITE VIEWING DATE: 25 October 2023

VENUE: Upper Tugela Ops Base GPS Coordinates 28°48'37.29"S 29°09'18.14"E

The Site Viewing is COMPULSORY and the origin must be submitted as part of the Bid Document.	nal signed and stamped certificate
It is hereby confirmed that:	
	(Representative)
Of	(Legal Name of Company)
Attended the Compulsory Site Viewing and cognisance per the presentation, bid document and all relevant doc	
(_)
SIGNATURE OF REPRESENTATIVE	
()
CHIEF LOGISTICS: LIEUTENANT GENERAL	OFFICIAL DATE STAMP

The time as stipulated in the Bid Document for the Briefing session and latecomers will under no circumstance be permitted to attend.

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



SITE VIEWING CERTIFICATE

BID NUMBER: SPSC - B - 022 - 2023

SITE VIEWING DATE: 26 October 2023

VENUE: Himeville Ops Base GPS Coordinates 29°45'06.80"S 29°30'06.27"E

The Site Viewing is COMPULSORY and the original signed and stamped certificate

must be submitted as part of the Bid Document.	
It is hereby confirmed that:	
	(Representative)
Of	(Legal Name of Company)
Attended the Compulsory Site Viewing and cognisance per the presentation, bid document and all relevant do	
(
SIGNATURE OF REPRESENTATIVE	
()
CHIEF LOGISTICS: LIEUTENANT GENERAL	OFFICIAL DATE STAMP

The time as stipulated in the Bid Document for the Briefing session and latecomers will under no circumstance be permitted to attend.

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



SBD 1: INVITATION TO BID

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

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

PART A INVITATION TO BID

		REQUIREMENTS OF THE		DEPARTMENT/PI					
	C-B-022-2023	CLOSING DATE: 14 NO		DOLLADTEDS VIA	1	OSING TIME: 11H00	DIVALE		
		NG OF CONCRETE SLABS FOR JOINT TACTICAL HEADQUARTERS KWA ZULU NATAL (JTAC HQ KZN) MERIVALE, R TUGELA AND HIMEVILLE							
	BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)								
						SERVICE CENTRE, NO: 2 AF			
ABOVE ADDRESS AV			i Section, No	J: Z AKSENAL KO	AU, 511	MON'S TOWN (DIRECTIONS	IOTHE		
		2.2.2.2.2.1.2.1.0,		······		\$2000 WARRING STATE OF THE STAT			
						naud Biografic (salamon) in challed la activité			
BIDDING PROCEDURE	1			ENQUIRIES MAY	BE DIF	T			
CONTACT PERSON	FLIGHT SERGE	EANT CROUS	CONTACT P			WO T. TSOGANG			
TELEPHONE NUMBER	021 787 5034	····	TELEPHONE	NUMBER		021 787 5207			
FACSIMILE NUMBER			FACSIMILE I						
E-MAIL ADDRESS SUPPLIER INFORMAT	spscbidinvitati	on@gmail.com	E-MAIL ADD	RESS		spsctechsection@gmail.co	om		
NAME OF BIDDER						· · · · · · · · · · · · · · · · · · ·			
POSTAL ADDRESS									
STREET ADDRESS		Ι	 						
TELEPHONE NUMBER	<u> </u>	<u></u>		NUMBER					
CELLPHONE NUMBER		T							
FACSIMILE NUMBER	CODE	l NU		NUMBER					
E-MAIL ADDRESS VAT REGISTRATION				 					
VAT REGISTRATION NUMBER									
SUPPLIER	TAX			CENTRAL					
COMPLIANCE	COMPLIANCE		OR	SUPPLIER					
STATUS	SYSTEM PIN:			DATABASE No:	MAAA	4			
ARE YOU THE				11101	77				
ACCREDITED			ARE YOU A	FOREIGN BASED			Пи.		
REPRESENTATIVE IN SOUTH AFRICA FOR	☐Yes	□No	1	OR THE GOODS		☐Yes	∏No		
THE GOODS			/SERVICES	OFFERED?		[IF YES, ANSWER THE			
/SERVICES	[IF YES ENCLO	SE PROOF]				QUESTIONNAIRE BELOW]			
OFFERED? QUESTIONNAIRE TO I	INDING FOREIGN	I SUPPLIERS					85.1863.004.000		
		planeter de de eta especiales especiales de la comisión de la comisión de la comisión de la comisión de la comi La comisión de la co							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?									
DOES THE ENTITY HA	DOES THE ENTITY HAVE A BRANCH IN THE RSA?								
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?									
DOES THE ENTITY HA	VE ANY SOURCE	OF INCOME IN THE RSA	\ ?			☐ YES ☐ NO			
		ANY FORM OF TAXATION	~	DEMENT TO DEC	HOTED	YES NO	T A TILO		
		HE ABOVE, THEN IT IS AFRICAN REVENUE SEF					OTATUS		
` '									

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PA	RTICULARS 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:	



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

<u>Central Suppliers Database (CSD) Registration/Summary Report:</u> The CSD full Registration/Summary Report should be submitted. The supplier should be:

- i. Tax Compliant on day of award. If not compliant, a grace period of 7 days will be given to update this status.
- ii. Successfully verified bank details
- iii. Physical Address type
- iv. Suppliers should be registered for the commodity/service required for this bid.

Failure to submit the CSD full Registration/Summary Report may invalidate this offer. Appendix F

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

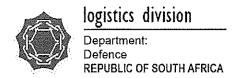


SPSC INDEMNITY AGREEMENT FORM

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

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

RESTICTED



RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:
IN RESPECT OF SPSC / B/ /2023
INDEMENITY
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.
2. The DOD and its employees will not be held responsible for any claim or injury to my personnel or the personnel of my sub contractors, if and when applicable, whilst on DOD property or in the execution of their tasks on DOD property.
DAMAGE COMPENSATION
3. I will be held liable for any damage or theft that may be caused, to the premises or content by me or my employees or be due to our neglect whether in the normal execution of our duties or otherwise and a claim for indemnification can accordingly be imposed by the DOD against me.
4. In the case of damages to premises or content resulting from the work done, I undertake to rectify the damage immediately to the satisfaction of the DOD. If I fail to act immediately after notification, the DOD will rectify the damage at will and the cost thereof will be recovered from any monies outstanding to me.
WAIVER
5. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and sighed by the parties thereto, and any waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of right, power or privilege.
ACKNOWLEDGEMENT
I acknowledge that I have read and understood this agreement, that I have executed this agreement voluntarily and that this agreement is binding to myself. I accept that the DOD may reject the offer and/or act against me if I contravene this agreement.
Full Name and Signature of Bidder's Duly Authorised Representative
Date
\cdot
Witness 1: Witness 2:







CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR/S

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

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

CERTIFICATE OF COMPLIANCE BY SUB-CONTRACTOR / SUPPLIER

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

CONTRACTORS NAME:	
SUB-CONTRACTORS NAME: (Delete whichever is not applicable	э)
required item(s)/service(s) strictly a and Specifications supplied by the	Requirements and am/are capable of supplying the according to the Bid Conditions, Special Conditions 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 execute the Bid.	the necessary infrastructure at my/our disposal to
I/we, the Sub-contractor(s) am/a Officials access to my/our premise	re willing to allow the Department of Defence's s for inspection purposes.
Sub-Contractor's Contact Person:	
Address of Sub-Contractor:	
Telephone No:	
Fax No:	
	01011471175 05 0117 00177 40707
WITNESSES:	
1.	Date:
2.	Date:



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

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 1993 AS AMENDED) OF THE OCCUPATIONAL HEALTH A	ND SAFETY ACT NO 85
WORKMAN COMPENSATION NUM	MBER:	
1, I, (full names)	•	
(Identity Number	_)	
being fully authorised to represent the	he Contractor, do hereby confirm that the	ne supplier is an employer
on its own right with duties as pres	cribed 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 ensu	ure that all our employees or Subcontrac	ctors workmen are covered
in terms of the Compensation for C	Occupational Injuries and Diseases Ac	t 1993, which cover shall
remain in force whilst any such workr	men are working with or on Department	of Defence (DOD) property
for the duration of the contract period	d.	
3. I furthermore confirm that we a	and / or our Subcontractor(s) are in posse	ession of a valid "Certificate
of good standing" issued by the Wor	kman Compensation Commissioner.	
on occupational health and safety re- Department of Defence within 10 da	ree that I and / or our Subcontractor(s) w sponsibilities for completion of a contrac ays of the award of the contract should ign the OHAS agreement within this p h no recourse on my behalf.	ot entered into between the we be successful bidder. I
	Signed By Contractors Authorised	Representative
	Full Name of Contractors Authorise	d Representative
Witnesses 1	2	
Signed and entered into at	0n	2023

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



SPSC GROUP QUESTIONNAIRE

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

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

BID NUMBER: SPSC-B-022-2023

90 CALENDAR DAYS

VALIDITY:

CLOSING DATE OF BID: 14 NOVEMBER 2023

CLOSING TIME OF BID: 11H00

GROUP QUESTIONNAIRE Circle applicable response and delete not applicable response. Service required at: Joint Tactical Headquarters Kwa Zulu Natal (JTAC HQ KZN) Merrivale, Upper Tugela and Himeville Do you confirm compliance to 90 calendar day's validity period? YES / NO If not, state reason/s... Is your price firm for the validity period of 90 calendar days? If not, state reason/s..... Lead Time/Delivery period required by supplier after receipt of order: days, weeks or months *** Copies of General Bid Conditions and General Conditions of Contract are available from the National Treasury Website (www.treasury.gov.za) Do you confirm compliance to the Special Conditions of Contract, General Bid Conditions and General Conditions of Contract YES / NO Do you confirm that you may sign a SBD 7.1 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: Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

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

 $\ensuremath{\mathsf{N.B.}}$ 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 N	lumber:
DOD Supplier Code (if a	lready registered with the DOD):
Personal particulars of C passport document):	Company Director(s) (Include copy of RSA Identification and
	,
Personal particulars of F passport and working vis	Foreign Nationals employed by the company (incl copy of ID / sa/ documentation)
Company Physical Addr	ress;
	,

Company Postal Address:				
Company Core Business:				
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)				

Sub Contractors Company	Physical Address:
·	
Sub Contractors Company	Postal Address:
Sub Contractors Company	Core Business:

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. provid	Does the company provide services to other RSA state departments? If yes, e the names of the departments and the period/s during which service was provided.
	Answer:
9. so, pro	Does the company provide services to foreign governments and/or companies? If ovide 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

STATEMENT OF WORK: The bidder's compliance must be indicated with the word comply/do not comply, agree/do not agree, yes or no, or any other form of acceptance or non-acceptance on the statement of work, each paragraph and subparagraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc". The most suitable supplier will be awarded in accordance with compliance to Statement of Work and fit for purpose

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

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

Failure to comply will invalidate this offer. Appendix L



Failure to comply will invalidate this offer. Appendix L CIDB GRADING REQUIRED AS PER SCOPE OF WORK – PROOF TO BE SUBMITTED.

ELECTRICAL EB LEVEL 4

CONSTRUCTION GB LEVEL 4

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU NATAL (JTAC KZN)

1 INTRODUCTION

- 1.1. The contents of this Specification is intended to form the basis of a contract between the State and the successful Tenderer, who must be able to undertake casting of concrete slabs for JTAC KZN
- 1.2. The sites on which the work will be conducted are Merrivale, Upper Tugela and Himeville.
- 1.3. A total of 26 concrete slabs are to be cast.
- 1.4. The bidder to indicate **Compliance** against each paragraph.

		COMPLIANCE
2	GENERAL	
	2.1. Authorised company/ contractor shall perform all construction in accordance with specification below. Technical information is included.	
	2.2. Authorised company/ contractor shall provide SABS approved materials and associated parts required to complete the project.	
	2.3. Authorised company/ contractor shall supply all labour, equipment and consumables to complete the project.	
	2.4. Regular checks, inspection and progress meetings will take place throughout the duration of project.	
	2.5. The above mentioned will take place via scheduled and ad hoc basis.	
	2.6. An inspection/ assessment by contractor is essential before submission of an all-inclusive quotation.	
	2.7. Safety will not be compromised; JTAC EC will have their own OHS Rep for the project who will with the assistance from the contractor's OHS Rep maintain strict OHS compliance.	
	2.8. All contractors work activities to remain within the work site.	
	2.9. Contractor and staff shall adhere to security protocols of unit at all times.	
	MA	STER CCP?

Document Ref	Date	Responsibility	Page No
JTAC HQ KZN	September 2023	JTAC	1

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU NATAL (JTAC KZN)

	NATAL (JTAC KZN)		
	2.10. No undocumented foreign nationals will be allowed to	COMPLIANCE	
	enter the DOD facilities.		
	2.11. The contracts and his staff are subject to security checks when entering and leaving the unit.		
THE REAL PROPERTY AND ADDRESS OF THE PERSON	2.12. All contractor's staff must at all-time be in possession of passport or identification documents.		
	2.13. The contractor is responsible to provide own lockable storage facilities and security of the work site.		
	2.14. The contractor must provide own power supply, water tanker, ablution facilities, PPE's/PPC's and work equipment/tools.		
3.	CONCRETE SLABS DIMENSIONS		
	3.1. Marrivale: 18 concrete slabs (7m x 12m)		
	3.2. Upper Tugela: 4 concrete slabs (7m x7m)		
	3.3. Himeville: 4 concrete slabs (7m x7m)		
4,	SITECLEARANCE 4.1. Clear site of all vegetation to ensure a level surface.		
	4.2. The extent of site clearance shall be the actual area position of the concrete slabs. Plus a 5 (Five) meter strip around slabs.		
5.	EXCAVATION		
	5.1. The bottom of any excavation in the ground other than rock shall be horizontal.		
	5.2. Where the foundation for external masonry wall is placed on solid rock, the bottom of this excavation for such foundation shall be no less than 300mm below the level of adjoining finished ground.		
6.	FOUNDATIONS		
	6.1. Foundation for the slabs will consist of 600mm x 200mm strip foundations. 6.2. Foundation shall be constructed in concrete with a comprehensive strength of not less than 15Mpa at 28 days.	PEN GORA	

Document Ref	Date	Responsibility	Page No
JTAC HQ KZN	September 2023	JTAC	2

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU NATAL (JTAC KZN)

	NATAL (JIAC KZN)	
14 V - 17		COMPLIANCE
-	6.3. Excavate the size of slabs foundation at 500mm deep.	
	6.4. Excavated materials can be used for filling.	
	6.5. Build foundation walls to height of 1000mm above Natural Ground Level (NGL).	
	6.6. In areas with extreme temperatures, concrete work must be kept wet and covered with PVC sheeting.	
7.	CONCRETE SLABS FLOORS	
	7.1. All floors will be supported by G5 filling that must be compacted in layers of 150mm thickness.	
	7.2. The thickness of the slabs shall be no less than 95mm, reinforced with steel wire mesh, Code 193.	
	7.3. Under floor membrane must be 0.25mm minimum thickness and must be laid on a surface free of any sharp objects that may perforate the membrane.	
,	7.4. The membrane must be turned up around the perimeter of the slab.	
5 100	7.5. All joints in the membrane must overlap by 150mm minimum and must be effectively sealed.	
	7.6. A 1000mm wide apron, with a minimum thickness of 75mm sloped away from the external walls to be constructed around the raised tent slabs, to ensure disposal of storm water away from the walls.	
8.	WALLS	
	8.1. The strength requirements for masonry units and mortar for the foundation walls and external walls must be masonry units with minimum average comprehensive strength of 7Mpa with class 2 mortar.	
	8.2. Ensure bricks are wet before building.	
	8.3. Walls must be supplied with brick force for every third layer of bricks during construction.	
	MASTE	e coba
	MAST	

F			
Document Ref	Date	Responsibility	Page No
JTAC HQ KZN	September 2023	JTAC	3

CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU NATAL (JTAC KZN)

	NATAL (JTAC KZN)		
		COMPLIANCE	
	8.4. Face brick FBS (Travertine) must be used for the outer skin will be in stretcher bond with 12mm mortar joints neatly finished.		
	8.5. Clay Stock must be used for the inner skin.		
9.	ELECTRICAL		
	9.1. Allow for a Bosal 25mm galvanised conduit sleeve and open bend in the slab. (position?)(site view or briefing or on drawing)?		
10.	STEEL WORK		
	10.1. Interlink Galvanised hand rail system to be installed according to manufacturer's specifications.		
11.	STEPS		
	11.1. Steps to be constructed from brickwork, where the external skin shall be face brick FBS (travertine).		
12.	QUALITY ASSURANCE: The contractor must work accordance with the following regulations and SANS as per LABOUR LAW		
	12.1. SANS 10400.		
	12.2. National building regulations.		
	12.3. Building standards Act No. 103 of 1977.		
	12.4. Labour law.	8 8 8 8 8	
	12.5. City by laws.		
	12.6. SANS 10142.		
	12.7. Electrical installation regulation of 2009.		
	12.8. Certificate of compliance for all electrical work to be submitted on acceptance of project.	Vans	
	12.9. Occupational Health and Safety Act No.85 of 1993.	LEU GOOA	

Document Ref	Date	Responsibility	Page No
JTAC HQ KZN	September 2023	JTAC	4

SCOPE OF WORK (SOW) CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU

NATAL (JTAC KZN)		
	COMPLIANCE	
12.10. Machinery and occupational safety Act (Act No 6 of 1983).	***************************************	
12.11. National Environmental Management Act (NEMA), No 107 of 1998.		
12.13. Environmental Conservation Act (ECA), No 85 of 1993.		
CIBD GRADINGS		
13.1. Electrical EB 4.		
13.2. Construction GB 4.		
LIABILITY		
13.1. The Contractor accepts full responsibility and accountability for any damages to state property and existing services, they will repair it at own cost without delay in service and progress of the project.		
13.2. No additional to take place without the authorization from JTAC EC and SPSC.		
13.3. contractors to quote an all-inclusive price to carry out all work as state on the SOW.		
13.4. A quality control inspection will be carried out on completion of the task to ensure that the performed services adhere to specifications and meet the requirements of the client.		
13.5. Competence such as knowledge, skills, experience and qualified artisans to be used at all times.		
13.6. Workmanship and material are to be guaranteed for period of one year (12 calendar months).	, ,	
NOTE		
14.1. All rubble and waste materials to be removed in a correct manner as per city by laws.		
14.2. The Unit OHS has authority to stop work with immediate effect if safety is compromised.		
14.3. Delays caused by unsafe working conditions will be at the cost of the contractor.	N	
	12.10. Machinery and occupational safety Act (Act No 6 of 1983). 12.11. National Environmental Management Act (NEMA), No 107 of 1998. 12.13. Environmental Conservation Act (ECA), No 85 of 1993. CIBD GRADINGS 13.1. Electrical EB 4. 13.2. Construction GB 4. LIABILITY 13.1. The Contractor accepts full responsibility and accountability for any damages to state property and existing services, they will repair it at own cost without delay in service and progress of the project. 13.2. No additional to take place without the authorization from JTAC EC and SPSC. 13.3. contractors to quote an all-inclusive price to carry out all work as state on the SOW. 13.4. A quality control inspection will be carried out on completion of the task to ensure that the performed services adhere to specifications and meet the requirements of the client. 13.5. Competence such as knowledge, skills, experience and qualified artisans to be used at all times. 13.6. Workmanship and material are to be guaranteed for period of one year (12 calendar months). NOTE 14.1. All rubble and waste materials to be removed in a correct manner as per city by laws. 14.2. The Unit OHS has authority to stop work with immediate effect if safety is compromised.	

Document Ref	Date	Responsibility	Page No	
JTAC HQ KZN	September 2023	JTAC	5	

SCOPE OF WORK (SOW) CASTING OF CONCRETE SLABS FOR JOINT TACTICAL KWA ZULU NATAL (JTAC KZN) COMPLIANCE 14.4. Site viewing is compulsory in order for a proper quotation. 14.5. Site view will also familiarise the contractors with the area they will be operating from. 15. ACCEPTANCE 15.1. The building/premises and surroundings must be cleaned/prepared before it is presented for inspection by the Liaison Technical person /or his designated representative during construction and/or on completion. 15.2. Quality of workmanship will be check and if there is any poor quality workmanship the Liaison technical will not accept sign final acceptance until corrective measures have been taken 16. **ENQUIRIES** 16.1. For technical enquiries contact Warrant Officer Tsogang during working hours on 021 787 5207 or E-mail: spsctechsection@gmail.com

All required proof to be submitted with your offer, failure to submit as requested by the closing date and time will invalidate your offer.

ACKNOWLEDGEMENT OF SCOPE OF WORK (SOW), CONDUCTED OWN MEASUREMENTS, SIGNED SITE VIEW REGISTER, GENERAL CONDITION OF CONTRACT (SCC)

Name:		
Company:		
Designation:		
Signature:	Date:	

Technical drawing: floor, elevation sections, electrical cable run, hand rail, BOQ update

Document Ref	Date	Responsibility	Page No
JTAC HQ KZN	September 2023	JTAC	6

Section C

SPECIAL CONDITIONS OF CONTRACT

ONLY THESE DOCUMENTS DO NOT HAVE TO BE RETURNED WITH BID

DEPARTMENT OF DEFENCE

SPECIAL CONDITIONS OF CONTRACT (SCCs)

TABLE OF CLAUSES

1.	Changed	Requirement
----	---------	-------------

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

SPECIAL CONDITIONS OF CONTRACT

CHANGED REQUIREMENT

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

CO-ORDINATED ACTIVITIES

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

CONTRACTOR'S PERSONNEL

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

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

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

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

WAIVER

13. No waiver of any of the terms and conditions of the contract will be binding or effectual for any purpose unless expressed in writing and signed by the parties thereto, and any such waiver will be effective only in specific instances and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege hereunder will privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SEVERABILITY

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

SUB-CONTRACTING

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