



#### SPSC-B-016-2022

#### 9 ANNUAL, REPAIR, UPGRADE / FIT AND SERVICE OF LMS 1500 6-MAN DECOMPRESSION CHAMBER FOR ODD EAST YARD

**CLOSING DATE AND TIME: 14 DECEMBER 2022** 

**VALIDITY: 120 WORKING DAYS** 



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#### **CONTACT INFORMATION**

#### **Technical Information and Administration Information:**

#### **Technical Information**

Contact: Warrant Officer Class One T.S. Tsogang

Email Address: spsctechsection@gmail.com

Office Tel No: (021) 787 5207

#### **Administration Information:**

Contact: Ms W. Cooper Office Tel No: (021) 787 5034

Email Address spscbidinvitation@gmail.com

#### Email address for confirmation of Briefing Session attendance:

Spscbidinvitation@gmail.com

#### Address for depositing of bid documents

Street: Simon's Town Procurement Service Centre

No. 2 Arsenal Road Simon's Town

7995

#### **BID SUBMISSIONS**

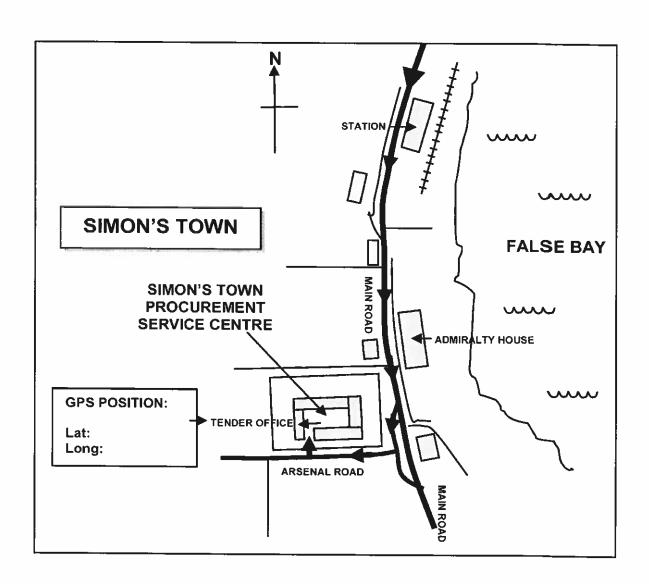
Closing period of bid: Minimum 21 working days

Validity of Bid: 120 working days



GPS CO-ORDINATES TO SPSC BID BOX: S 34° 11. 530'

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: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule only)
  - b. Envelope 2: SBD documents, Statement of work and all other required documents.
- 8. The bids will be evaluated according to the following criteria:
  - a. Mandatory Criteria and Administration Criteria (Phase 1, Stage 1)
  - b. Technical evaluation (Phase 1, Stage 2)
  - c. Price (Phase 2) and B-BBEE Points (Phase 3)
- 9. Simon's Town Procurement Service Centre reserves the right to award this requirement as a case or per individual line.
- 10. Suppliers must be registered for the commodity/service required in the bid.
- 11. This requirement will be awarded using the 80/20 principal
- 12. No late bids will be accepted after closing date and time.
- 13. Bidders must confirm via email they will be attending the compulsory briefing session (<a href="mailto:spscbidinvitation@gmail.com">spscbidinvitation@gmail.com</a>)



#### **ADMINISTRATIVE EVALUATION CRITERIA**

1. **Phase 1:** Bidders will be evaluated as follows:

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

S/No Criteria Phase 1, Stage 1 Phase 1, Stage 1, Mandatory Criteria 1. All fields on this document must be fully completed. Pricing Schedule: Attention must be given to page 1, Bidder's Information, Lead time, Quantity Available, total Unit Cost, Total Cost and B-BBEE Level must be completed. The bid must be submitted in the Two (2) envelope systems as follows a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD 3/Pricing Schedule ONLY) b. Envelope 2: SBD documents, Statement of Work and all other required documents. Failure to submit these document as indicated above by the closing date and time will invalidate this offer. Appendix A 2. SBD 4 (New) - Bidders Disclosure: This document must be fully completed. Failure to submit the document as indicated by the closing date and time will invalidate the bid. Appendix B 3. SBD 6.1 Preference Points Claim Form: This document must be fully completed. Failure to complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C Central Suppliers Database (CSD) Registration Report: The CSD Registration Report (not older than 14 days) must be submitted. This report should contain, but not be limited to the following information: i. Tax Compliant status ii. Successfully verified bank details iii. The Suppliers must have a "Physical Address type" Failure to submit this CSD Registration Report will invalidate your offer. Appendix D Broad based Black Economic Empowerment (B-BBEE) status level 5. certificate/ Sworn Affidavit: Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time will results with points being forfeited. Appendix E



S/No	Criteria
	A
6.	Compulsory briefing session certificate: Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate by the closing date and time will invalidate the bid. Appendix F
	Phase 1, Stage 1, Administration Evaluation Criteria
7.	SBD 1 / Invitation to Bid: This document must be fully completed. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix G
8.	SPSC Indemnity Agreement Form: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix H
9.	Defence Intelligence Questionnaire (D.I.) The DI Vetting form must be completed in full. Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid.  N.B. The short listed companies will be requested to submit thumb prints. Appendix I
10.	SPSC Group Questionnaire: To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. Appendix J

#### **TECHNICAL EVALUATION**

Phase 1 Stage 2: Bidders must comply to Statement of Work. Bidders who do not will 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". OR  DESCRIPTION: Bidders must confirm the offer conforms to description supplied
	Failure to comply will invalidate the bid. Appendix K



Phase 2: Only bidders that qualified on Phase 1 will be evaluated on Phase 2 & 3. (Price and B-BBEE) in accordance with the PPPFA 05 of 2000.

Phase 2	Price. (Will be according to specific requirements)	80/
	to opening to opening requirements)	001

<u>Phase 3</u>: Preferential points. (As per B-BBEE Act, 2003(Act No. 53 of 2003) requirement in the B-BBEE status Level Certificate accredited by the South Africa National Accreditation System (SANAS) or Sworn Affidavit attested by a commissioner of Oath.

Phase 3	Preferential B-BBEE points  Points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:						
	1	10	20				
	2	9	18				
	3	8	14				
	4	5	12				
	5	4	8				
	6	3	6				
	7	2	4				
	Non-compliant Contributor	0	0				
	bidder does not su BBEE status level contributor. Such a	bmit a certificate s of contribution or bidder will score	pidding process if the ubstantiating the Bis a non-compliant zero (0) out of a ts respectively for Bis a series in the control of the control				
	BBEE status level of The points scored	of contribution for price must be a status level contril	d for price and B- added to the points bution to obtain the				



#### PRICING SCHEDULE

<u>Pricing Schedule:</u> All fields on this document must be fully completed. The bid must be submitted in the Two (2) envelope systems as follows:

- a. Envelope 1: SBD3 / Pricing Schedule (it should contain SBD3/Pricing Schedule ONLY
- b. Envelope 2: SBD documents, Statement of work and all other required documents.

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

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



# Request for Bid: SPSC-B-016-2022

Author: Wendy Cooper Date: 11/15/2022 08:37:26

# PRICING SCHEDULE

	Document Type	9 ANNUAL, REPAIR, UPGRADE/FIT AND SERVICE OF LMS 1500 Company Name	SION CHAMBER FOR ODD EAST YARD Attention:	Tel No	Fax No:	Cell No.	
Bid No. SPSC-B-016-2022	r No:	Description: 9 ANNUAL REPAIR.			Closing Date: 2022-12-14 11:00:00		

	,	<
	•	

Item Code         Item Description         Consumer         Consumer         Delivery Point Measure         Purchase Unit of Measure         Date Required           35204202         DECOMPRESSION CHAMBER FOR ODD EAST YARD AS PER Line Comment         Lead Time         Quantity Required         Quantity Available         Each           THE CHAMBER IS LOCATED AT ODD EAST YARD.         Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs         1         Auantity Available         Auantity Available           Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs         Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs         Auantity Available         Auantity Available	L			The state of the s			
MBER FOR ODD EAST YARD AS PER HEADQUARTERS ent Lead Time 1  ng VAT and ALL Delivery Costs  FLEET COMMAND  HEADQUARTERS  Lead Time 1  1  1  1  1  1  1  1  1  1  1  1  1		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
ent Lead Time Ing VAT and ALL Delivery Costs VAT and ALL Delivery Costs	,	35204202	9 ANNUAL, REPAIR, UPGRADE/FIT AND SERVICE OF LMS 1500 6-MAN DECOMPRESSION CHAMBER FOR ODD EAST YARD AS PER	FLEET COMMAND HEADQUARTERS	Simon's Town	Each	
THE CHAMBER IS LOCATED AT ODD EAST YARD.  Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs  Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs	-		Line Comment	Lead Time	Quantity Required	Quantity Available	
Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs  Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		THE CHAMBER IS L	OCATED AT ODD EAST YARD.		1		
Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs		Total Uni	t Cost in ZAR Currency, Including VAT and ALL Delivery Costs				
		Total C	ost in ZAR Currency, Including VAT and ALL Delivery Costs				

											IPLIANT	
		Options	LEVEL1	LEVEL2	רפאפוי	LEVEL4	LEVEL,5	PIÈNÈTE	LEVEL7	LEVELS	NON-COMPLIANT	
			L		L.	<u> </u>	L	L	_	L	L	
	Questionis						dropdown					
83							oossible list provided in the					
Questionnaires / Evaluation Criteria	THE BOZG GUESTIONNARRE EVALUATION TEMPLATE VZ						Please provide your BBBEE level from the possible list provided in the dropdown					
Questionnaires	1E BUZB CUESTION						Please provide y					



#### INTENDA PRICING SCHEDULE

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

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



#### **SBD 4: BIDDERS DISCLOSURE**

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

Failure to submit the document as indicated by the closing date and time will invalidate the bid. 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
		- #1L	

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.

disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the

contract.

3.5

There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 2 Joint venture or Consortium means an association of persons for

the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a

SE3D4

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.

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 complete the document fully as indicated by the closing date and time will forfeit your B-BBEE points. Appendix C

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

#### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTI AL PROCUREMENT REGULATIONS 2017

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

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

#### 1. GENERAL CONDITIONS

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20...... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

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

#### 3. POINTS AWARDED FOR PRICE

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

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

Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
11	10	20
22	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID	DECLA	RAT	ION
--------	-------	-----	-----

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

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

B-BBEE Status Level of Contributor: = .......(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(Tick applicable box)

VEC	NO	
IES	NO	

#### 7.1.1 If yes, indicate:

i)	What subcontract	percentage cted	of	the	contract	will	be
ii)	The name	of the sub-contrac	tor				
iii)	The B-BBB	E status level of t	he sub-co	ontractor			
iv)	Whether th	ne sub-contractor i	s an EME	or QSF			• • • • • • • • • • • • • • • • • • • •
	(Tick appl	icable box)					
	YES	NO					

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people		- V
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		1
Any EME		
Any QSE		

8.	DECLARATION WITH REGARD TO COMPANY/FIRM
8.1	Name of company/firm:
8.2	VAT registration
8.3	Company registration
8.4	TYPE OF COMPANY/ FIRM
	<ul> <li>□ Partnership/Joint Venture / Consortium</li> <li>□ One person business/sole propriety</li> <li>□ Close corporation</li> <li>□ Company</li> <li>□ (Pty) Limited</li> <li>[TICK APPLICABLE BOX]</li> </ul>
8.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
8.6	COMPANY CLASSIFICATION
	<ul> <li>□ Manufacturer</li> <li>□ Supplier</li> <li>□ Professional service provider</li> <li>□ Other service providers, e.g. transporter, etc.</li> <li>[TICK APPLICABLE BOX]</li> </ul>

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

WITNESSES		
1	SIG	GNATURE(S) OF BIDDERS(S)
2	DATE:	
	ADDRESS	



# CENTRAL SUPPLIER DATA BASE (CSD) REGISTRATION REPORT

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

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

Failure to submit this CSD Registration Report will invalidate your offer. Appendix D

Failure to submit this CSD Registration Report will invalidate your offer. Appendix D



# BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATE/SWORN AFFIDAVIT

Broad based Black Economic Empowerment (B-BBEE) status level certificate/
Sworn Affidavit: Bidders are required to submit proof of B-BBEE status level verification certificate or sworn affidavit. Should there be a discrepancy between the B-BBEE Certificate or Sworn affidavit vs SBD 6.1 or failure to submit this document by closing date and time will results with points being forfeited. Appendix E

Failure to submit this document by closing date and time will results with points being forfeited. Appendix E



# COMPULSORY BRIEFING SESSION CERTIFICATE

<u>Compulsory briefing session certificate:</u> Bidders must confirm via email they will be attending the briefing session (<a href="mailto:spscbidinvitation@gmail.com">spscbidinvitation@gmail.com</a>) Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate by the closing date and time will invalidate the bid. Appendix F

Failure to attend the compulsory briefing session and submit the completed and signed briefing session certificate by the closing date and time will invalidate the bid. Appendix F

#### COMPULSORY BRIEFING SESSION CERTIFICATE

Briefing session date: 30 NOVEMBER 2022 Briefing session time: 11:00 AM Venue: Conference Room, Simon's Town Procurement Service Centre, 2 Arsenal Road, Simon's Town
Bidders to confirm attendance via email: <a href="mailto:spscbidinvitation@gmail.com">spscbidinvitation@gmail.com</a>
Bid No: SPSC-B-016-2022
Closing date and time of bid 14 DECEMBER 2022
<u>Validity period:</u> 120 Working Days
The Information briefing session is <b>compulsory</b> and the signed and stamped certificate must be submitted as appendix F 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**

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

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

# PART A INVITATION TO BID

	ITED TO BID FOR	REQUIREMENTS OF THE (NAM	ME OF DI	EPA	ARTMENT/ PUI	BLIC EN	VTITY)	
	-016-2022	CLOSING DATE: 14 DECEMB					CLOSING TIME:	11:00
		GRADE/FIT AND SERVICE OF L				RESSIC	N CHAMBER FOR	ODD EAST YARD
BID RESPONSE DOCU	MENTS MAY BE D	EPOSITED IN THE BID BOX SI	TUATED	ΑT				
Simon's Town Proc	curement Servi	ce Centre. No 2 Arsenal F	Road S	im	on's Town	or har	ided in at the B	id Recention
Section, No 2 Arsei	nal Road, Simo	n's Town (Directions to t	he abo	ve	address are	avail	able with the E	Bid Document)
BIDDING PROCEDURE			TECHN	IIÇA	AL ENQUIRIES	MAYE	BE DIRECTED TO:	
CONTACT PERSON	MS W. COOPER	?	CONTA	\CT	PERSON		WO1 T.TSOGANG	
TELEPHONE NUMBER	021 787 5045		TELEP	HOI	NE NUMBER		021 787 5207	
FACSIMILE NUMBER	-		FACSIN	VAIL E	E NUMBER			
E-MAIL ADDRESS	spscbidinvitation	on@amail.com	_		DRESS		spsctechsection@	Agmail agm
SUPPLIER INFORMATI		on@gman.com	E-IVIAIL	. AL	DNESS		spactectia ection@	yyman.com
LEGAL NAME OF	*							
BIDDER								
POSTAL ADDRESS	<u> </u>							
STREET ADDRESS								
TELEPHONE NUMBER	CODE				NUMBER			
				_				
CELLPHONE NUMBER	+			_		· · ·		
FACSIMILE NUMBER	CODE				NUMBER			
E-MAIL ADDRESS								
VAT REGISTRATION								
NUMBER				2				
SUPPLIER	TAX				ENTRAL			
COMPLIANCE STATUS			OR		UPPLIER			
	SYSTEM PIN:		0	1	ATABASE			
	7.01	1551151515		No.		MAAA		
B-BBEE STATUS	IICK	APPLICABLE BOX]			TATUS LEVEL		[TICK APPLI	CABLE BOX
LEVEL VERIFICATION CERTIFICATE			SWUR	(IN A	AFFIDAVIT			
CERTIFICATE	□Ye	s 🗌 No	1				□Yes	□No
		5 NO						
IA B-BBEE STATUS	LEVEL VERIFIC	ATION CERTIFICATE/ SWO	RN AFF	ID/	AVIT (FOR EI	VES &	OSEs) MUST BE	SUBMITTED IN
		NCE POINTS FOR B-BBEE]						0001111120111
ARE YOU THE			1					
ACCREDITED	4		1		A FOREIGN			
REPRESENTATIVE IN			1		UPPLIER FOR		∏Yes	□No
SOUTH AFRICA FOR	☐Yes	□No	1		SERVICES /W	ORKS	(IE.VEC ANIONEE	. T. I.
THE GOODS /SERVICES /WORKS	[IF YES ENCLO	CE ODANEI	OFFE	KEL	) (		(IF YES, ANSWER QUESTIONNAIRE	
OFFERED?	I III IES ENCLO	SE PROOF!					COESTICININAIRE	: DELOW ]
QUESTIONNAIRE TO E	LIDDING FOREIGN	SUPPLIERS	1					
		<u> </u>						
IS THE ENTITY A RESI	DENT OF THE REF	PUBLIC OF SOUTH AFRICA (R	SA)?				☐ YE	ES 🗌 NO
DOES THE ENTITY HA	DOES THE ENTITY HAVE A BRANCH IN THE RSA?							
DOES THE ENTITY HA	VE A PERMANENT	ESTABLISHMENT IN THE RSA	Α?				☐ YE	S 🗌 NO
DOES THE ENTITY HA	VE ANY SOURCE	OF INCOME IN THE RSA?					☐ YE	S NO
IS THE ENTITY LIABLE	IN THE RSA FOR	ANY FORM OF TAXATION?					☐ YE	S NO
IF THE ANSWER IS "N	IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMITTHEIR 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:	



#### SPSC INDEMNITY AGREEMENT FORM

<u>SPSC Indemnity Agreement Form:</u> To be fully completed and submitted with bid. Failure to submit this document as indicated by the closing date and time may invalidate this bid. **Appendix H** 

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



Department of Defence Chief of Logistics Simon's Town Procurement Service Centre PO Box 685 Simon's Town 7995

RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:		

#### IN RESPECT OF SPSC / B/

#### **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.





RELEASE OF INDEMNITY AGREEMENT FROM BIDDER:
IN RESPECT OF SPSC BI
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/of act against me if I contravene this agreement.
Full Name and Signature of Bidder's Duly Authorised Representative
Date
Full Name and Signature of Witness
Date
Full Name and Signature of Witness
Date



#### **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, by the closing date and time **may invalidate this bid.** 

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

Failure to submit the DI Vetting form and required documentation, by the closing date and time may invalidate this bid.

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

#### 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 passport document):	Company Director(s) (Include copy of RSA Identification and
	······································
Personal particulars of passport and working v	Foreign Nationals employed by the company (incl copy of ID / isa/ documentation)
Company Physical Add	ress:

Company Postal Address:	
ger alle tree 🗣 et en le 🗲 angelekk zet angelek get angelek et en e	
Company Core Business:	
	***************************************
SECTION B	
SUB CONTRACTORS DETAILS	
SUB CONTRACTORS	BUETAILS
	o-contractors if any (Include copy of RSA Identification and
Personal particulars of sub	
Personal particulars of sub	
Personal particulars of sub	o-contractors if any (Include copy of RSA Identification and
Personal particulars of sub	o-contractors if any (Include copy of RSA Identification and
Personal particulars of sub	o-contractors if any (Include copy of RSA Identification and
Personal particulars of subpassport documents):	eign Nationals employed by the company (incl copy of ID /
Personal particulars of subpassport documents):  Personal particulars of For	eign Nationals employed by the company (incl copy of ID /
Personal particulars of subpassport documents):  Personal particulars of For	reign Nationals employed by the company (incl copy of ID /

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, le the names of the departments and the period/s during which service was provided
	Answer:
9. so, pr	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?		

Answe	r			•
				***************************************
				************
Compiled by:	<u>:</u>			
Name:	••••••••••••	***************************************		
ldentification	Number:			
Position in C	ompany:			•
Signature:			•••••	

## NB: <u>Important; The following documentation is Mandatory and is to be included in the DI vetting declaration</u>

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



### **SPSC GROUP QUESTIONNAIRE**

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

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

#### SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID 14 DECEMBER 2022 CLOSING TIME OF BID 11H00

BID NUMBER: SPSC-B-016-2022
VALIDITY: 120 WORKING DAYS

GROUP QUESTIONNAIRE	<u>.                                    </u>
Circle applicable response and delete not applicable re-	sponse.
Required: ODD East Yard	
Delivery period for completion of task: 1 day, 1 week or 1 month	• • • • • • • • • • • • • • • • • • • •
Do you confirm compliance to 120 working days validity period?	YES / NO
If not, state reason/s	
Is your price firm for the validity period of 120 working days?	YES / NO
If not, state reason/s	
Copies of General Conditions of Contract and General Bid Conditions are available ( <a href="www.treasury.gov.za">www.treasury.gov.za</a> ). These documents do not have to be	
Do you confirm compliance to the Special Conditions of Contract, General Co	enditions 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 ma	ay request clarification on
any information regarding any aspect included in the bid document. The bidde	er is to supply the
requested information within the requested time span. Failing may result in th	e bid being disqualified.
ADMINISTRATION	
Bidders are requested to number each page of the Bid Document submi	tted. 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 COMP	PLY WITH THE ABOVE
ADMINISTRATION INSTRUCTION	
I/WE HEREBY CONFIRM THAT I/WE HAVE COMPLIED WITH ALL OF THE	ABOVE
REQUIREMENTS	
WITNESS 1: DATE:	
WITNESS 2: DATE:	
BIDDER NAME:	
SIGNATURE DATE:	
Capacity under which this bid is signed	



## **SECTION B**

**TECHNICAL** 



### **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".

OR

**DESCRIPTION:** Bidders must confirm the offer conforms to description supplied.

Failure to comply will invalidate the bid. Appendix K

Failure to comply will invalidate the bid. Appendix K

STAT	EMENT OF V	WORK FOR 9A SERVICE AND REPAIR ON LMS 1500	<u> </u>
		ECOMPRESSION CHAMBER -S/N 045	COMPLY/ DO NOT COMPLY
1. <u>CON</u>	TRACTOR TO	O QUOTE FOR:	
1.1 Deco		will include the 9A service on the LMS 1500 namber as well as Repairs.	
2. <u>SCO</u>	PE OF WORK	<u>≤</u>	
2.1	CHAMBER		
	2.1.1 the following	The chamber is located at ODD East Yard. And requires work to be done.	
	2.1.2	Chamber requires a 9A service.	
	2.1.3 completion.	Lloyds pressure test chamber (100m working depth) on	
	2.1.4	Test and certify chamber lifting points.	
	2.1.5 viewport are	Replace all viewports and viewport protectors. (current past its lifespan)	
	2.1.6	Replace all door seals and O-Rings.	
	2.1.7	Service medical lock locking mechanism.	
	2.1.8	Service / Replace 2 x chamber safety valves.	
	2.1.9	Supply and fit 2 x hyperbaric fire extinguishers.	
	2.1.10 2 x external of the cham	Service 2 x bilge drain internal and external valves, and fit hoses. Internal hoses to be long enough to reach all areas ber.	
	2.1.11	Supply and fit exhaust hose.	
	2.1.12	Fit electrical penetrator box to the shell.	
	2.1.13	Oxygen clean all pipe work.	
2.2	ELECTRICA	AL SYSTEM	Į.
	2.2.1 Se	ervice / upgrade AC and DC electrical distribution panels.	
	2.2.2 Fi	t LED lights at the control panel	
	2.2.3 Fi	t cool white LED lights inside the chamber	

STA	TEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER -S/N 045	COMP DO NO COMP
	2.2.4 Replace O2 and CO2 analyzers with Anlox SDA analyzers (Current analyzers are obsolete)	
	2.2.5 Upgrade electrical switch panel	
	2.2.6 Service / replace temperature gauge	
	2.2.7 Service / repair communication box	
	2.2.8 Test / repair / replace push to talk and headset with boom mic	
	2.2.9 Repair / upgrade internal speakers (Headsets to be fitted to the speakers)	
	2.2.10 Service / replace 3 x sound powered phones.	
	2.2.11 Fit 2x cameras inside the chamber (1 x main lock and 1 x entry lock, fit camera on outside of chamber facing the control panel. Fit DVR system.	
	2.2.12 Fit ECU / ICU system.	
	2.2.13 Replace 2 x fireproof mattresses.	
2.3	B.I.B.S.	
	2.3.1 Service oxygen B.I.B.S. reducer.	
	2.3.2 Fit back pressure regulator to the B.I.B.S. exhaust system.	
	2.3.3 Service oxygen B.I.B.S. supply manifold.	
	2.3.4 Fit mix gas B.I.B.S. system to the chamber main lock and entry lock. (Reducer, HP and LP gauges, shell valves, manifold system)	
	2.3.5 Fit Heliox and Nitrox supply panel to the oxygen B.I.B.S. system	
	2.3.6 Replace 6 x B.I.B.S. (4 Main lock and 2 Entry lock)	******
	2.3.7 Supply and fit oxygen hood system.	
2.4	CONTROL PANEL	
	2.4.1 Upgrade front control panel.	
	2.4.2 Repair / replace depth gauges.	

	STAT	EMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER -S/N 045	COMPLY/ DO NOT COMPLY
		2.4.3 Repair / test all HP and LP gauges	
		2.4.4 All parts on the front panel to be clearly marked.	***************************************
		2.4.5 Remove Dryrite and silica gel containers and service analyzers regulators.	
		2.4.6 Service all guage isolating valves.	
		2.4.7 Service / reset gauge protectors.	
		2.4.8 Replace 2 stop watches.	
	2.5	GAS SUPPLY SYSTEM	
		2.5.1 Service / repair all shell valves.	
		2.5.2 Service / repair all supply regulators (main lock and entry lock). Remove domeloaders from the system.	
		2.5.3 Service / replace and test all HP and LP gauges.	
		2.5.4 Service all gauge isolator valves	
		2.5.5 Service / clean all anti-suction devices and mufflers.	
		2.5.6 Oxygen clean all pipes and fittings and repair / replace all damaged fittings.	
	2.6	QUALITY ASSURANCE	
		2.6.1 Authorized Inspection Authority (AIA) to be submitted with al repair / service / maintenance work completed.	
i		2.6.2 International Marine Constructors Association (IMCA) certificate to be submitted with offer.	
		2.6.3 Repairs / Services / Maintenance to be performed in accordance with the following relevant SANS regulations / IMCA certifications / OHASA regulations:	
3	. ACC	EPTANCE	
	<b>3.1</b> spec	Acceptance shall be carried out in accordance with this ification and adherence to the statement of work.	

	STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER -S/N 045	COMPLY/ DO NOT COMPLY
4.	SAFETY CODES AND ACTS	
	4.1 SANS 10337-1 (PRESSURE VESSELS FOR HUMAN OCCUPANTS)	
	4.2 SANS 347 (CATEGORIZATIN AND CONFORMITY ASSESSMENT CRITERIA FOR ALL)	
	4.3 PVHO-01 : PRESSURE VESSELS FOR HUMAN OCCUPANCY VOLUME 1	
	4.4 PVHO-02 : PRESSURE VESSELS FOR HUMAN OCCUPANCY VOLUME 2	
	4.5 SANS 10019 (TESTING OF PRESSUR VESSELS)	
	4.6 IMCA D011	
	4.7 IMCA D012	
	4.8 IMCA D018	
	4.9 IMCA D023	
	4.10 IMCA D040	
	4.11 IMCA D043	
	4.12 IMCA D047	
	4.13 IMCA D062	
	<b>4.14</b> OCCUPATIONAL HEALTH AND SAFETY ACT 1993 (ACT 88 OF 1993)	
5.	LIABILITY	
	<b>5.1</b> The contractor accepts full responsibility and accountability for the Statement of Work at hand.	
	<b>5.2</b> The Contractor accepts full responsibility for all damages to existing services and will repair it without delay in the service as well the delay in the progress of the project.	
	5.3 No use of foreign nationals will be permitted.	

	STATEMENT OF WORK FOR 9A SERVICE, UPGRADE / FIT AND REPAIR ON LMS 1500 DECOMPRESSION CHAMBER -S/N 045	COMPLY/ DO NOT COMPLY
	5.4 Identity Documents of people who will be directly working on this project will be required to be on hand by successful bidder.	
6.	NOTE:	
	<b>6.1</b> Attendance of the briefing session is compulsory.	
	<b>6.2</b> All work to be done in consultation and approval of the Project Manager.	
	6.3 Additional work shall only be carried out on receipt of a letter of	***************************************
	authorization from Simons Town Procurement Service Centre.	
	<b>6.4</b> No work is to be carried out over weekends without prior arrangements. Working hours are between 08h30 and 15h00.	
	<b>6.5</b> Contractor's conformance to this specification and any proposed deviation from this statement of work to be included in the quote.	
7.	QUERIES	
	7.1 The Contractors quote is to include all services required to satisfy the requirements of the end user.	
	CONTRACTOR SIGNATURE DATE	
	ny queries can be directed to Warrant Officer T.S. Tsogang 021 787 5207 and email to <a href="mailto:spsctechsection@gmail.com">spsctechsection@gmail.com</a> during office hours (0830B to 1500B).	



## **SECTION C**

## **Special Conditions of Contract**

### **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 disbarded or relocated or for reasons unknown at the time of concluding the contract, the Department of Defence reserves the right to cancel the contract or parts thereof on written notice of 90 days sent to the contractor at the address appearing in the contract.

#### **CO-ORDINATED ACTIVITIES**

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

#### **CONTRACTOR'S PERSONNEL**

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

- 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

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

#### **SEVERABILITY**

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

#### **SUB-CONTRACTING**

- 15. In the event that sub-contractors are used to execute the contract or part thereof, the following shall apply:
  - a. <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 any 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.