



**THE RENDERING OF TRANSLATE, TRANSCRIPT
& INTERPRET SERVICES FOR LEGSATO CAPE
TOWN FOR A PERIOD OF THREE YEARS**

SPSC/B/006/2024

FOR DEPARTMENT OF DEFENCE

**SIMON'S TOWN PROCUREMENT SERVICE
CENTRE**

VALIDITY: 120 CALENDAR DAYS

CLOSING TIME 11:00 AM

CLOSING DATE 09 OCTOBER 2024

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 PHASE 1 (STAGE 1)

Appendix A: Pricing Schedule & Price Breakdown

Appendix B: SBD 4: Bidders Disclosure

Appendix C: SBD 6.1: Preference Points Claim Form

Appendix D: Compulsory Briefing Session

ADMINISTRATION EVALUATION CRITERIA PHASE 1 (STAGE 1)

Appendix E: SBD1 / Invitation to Bid

Appendix F: CSD Full Registration/ Summary Report

Appendix G: SPSC Group Questionnaire

Appendix H: Defence Intelligence questionnaire (D.I.)

SECTION B:

MANDATORY TECHNICAL EVALUTION PHASE 1 (STAGE 2)

Appendix I: Scope of Work

SECTION C:

General Bid Conditions

Special Conditions of Contract

SECTION A:

CONTACT INFORMATION

Technical Information:

Contact: Staff Sergeant N. Jantjies
Email Address: spsctechsection@gmail.com
Office Tel No: (021) 787 5144

Administrative Information:

Contact: Chief Petty Officer M.L Claassen
Email Address: spscbidinvitation@gmail.com
Office Tel No: (021) 787 5144

Address for depositing of bid documents

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

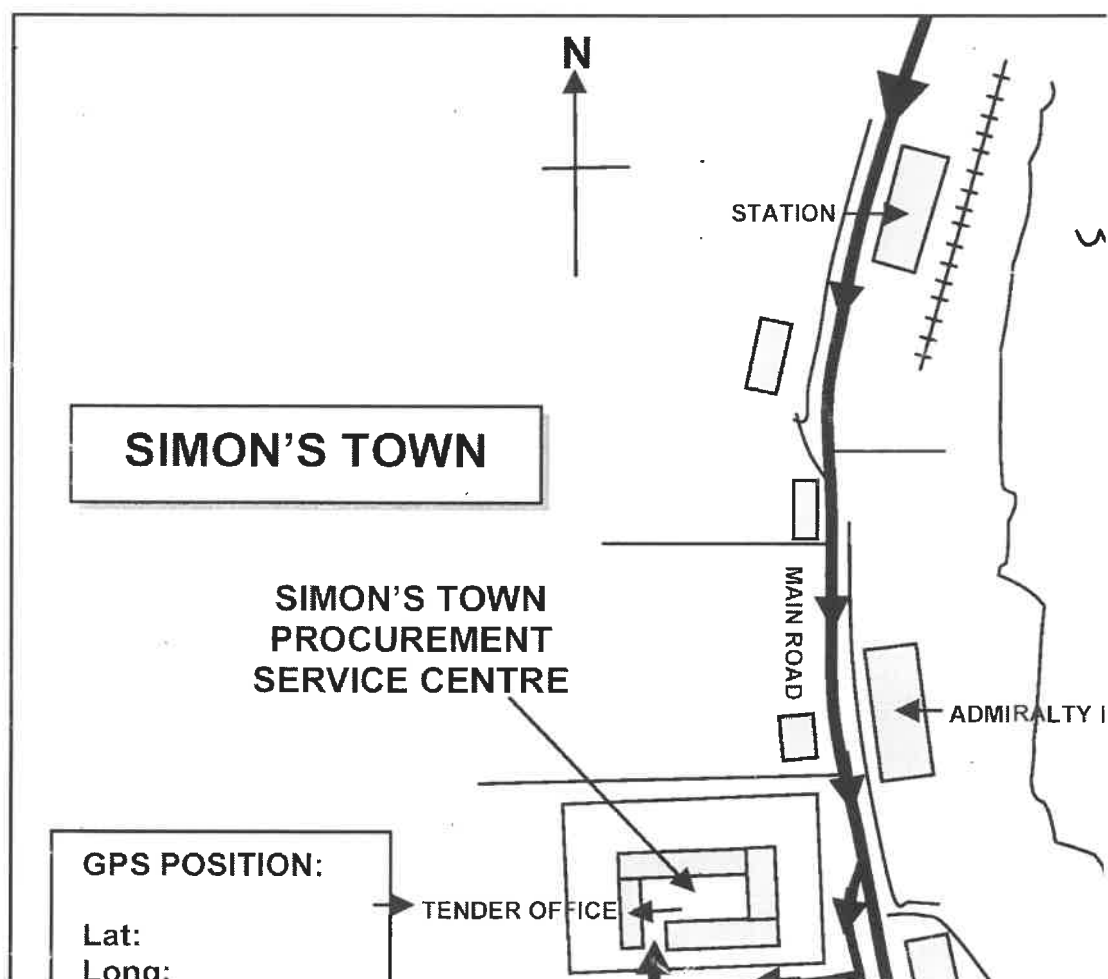
BID SUBMISSIONS

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

GPS CO-ORDINATES TO SPSC BID BOX:

S 34° 11. 530'

E 18° 25. 591'



Section A:

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

BID EVALUATION INSTRUCTIONS

1. All entries are to be completed in any **non-erasable ink** of your choice preferably **Blue** or **Black** ink. Amendments, scratching out, use of Tippex and omission to any documents will Invalidate the bid.
2. Except where otherwise indicated, all questions must be completed.
3. 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 and price break down **only**)
 - b. **Envelope 2:** SBD documents, Scope of Work and all other required documents.

NOTE THAT IF THE ABOVE DOCUMENTS ARE IN ONE ENVELOPE OTHER THAN THE DELIVERY ENVELOPE IT WILL INVALIDATE THE BID.

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 and Specific Goals Points (Phase 2 & 3)
8. This requirement will be evaluated using the 80/20 principle
9. No late bids will be accepted after the closing date and time.
10. This requirement will be awarded as a case.
11. Suppliers must be registered for the commodity / service required for this bid.
12. Bidder should confirm via email if they will attend the Briefing Session. (spscbidinvitation@gmail.com)

MANDATORY AND ADMINISTRATION EVALUATION CRITERIA

Phase 1: Bidders will be evaluated as follows:

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

S/NO	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Mandatory Evaluation Criteria
1.	<u>Pricing Schedule and Cost Breakdown:</u> All fields on this document must be fully completed. Attention must be given to page 1, Bidder's Information, Total Unit Cost, Total Cost and Specific Goals must be completed. The bid must be submitted in the Two (2) envelope system as follows: a. Envelope 1: Pricing Schedule & Cost Breakdown (Only Pricing Schedule & Cost Breakdown) in Envelope 1 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 Failure to submit these documents as indicated by the closing date and time will invalidate this offer. Appendix A
2.	<u>SBD 4 - Bidders Disclosure:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will invalidate this offer. Appendix B
3.	<u>SBD 6.1 Preference Points Claim Form:</u> This document must be fully completed. Failure to submit this document as indicated by the closing date and time will forfeit your Specific Goals points. Appendix C
4.	<u>Compulsory Briefing Session:</u> Suppliers / Contractors are advised to send a technically knowledgeable representative to the Briefing Session. Failure to attend the Compulsory Briefing Session and submit the completed and signed Briefing Session Certificate by the closing date and time will invalidate your offer. Appendix D

S/NO	Criteria
	A
	Phase 1, Stage 1
	Phase 1, Stage 1, Administration Evaluation Criteria
5.	<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
6.	<u>Central Suppliers Database (CSD) Full 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 iv. Suppliers should 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.	<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 G
8.	<u>Defence Intelligence Questionnaire (D.I.)</u> The DI Vetting form to be completed in full. Failure to submit the DI Vetting form and required documentation as indicated, by the closing date and time may invalidate this offer. N.B. The short listed companies will be requested to submit thumb prints. Appendix H

MANDATORY TECHNICAL EVALUATION

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

S/No	Criteria
	Phase 1 Stage 2
1.	SCOPE OF WORK: The bidder's compliance must be indicated with the word <u>comply/do not comply, agree/do not agree, yes or no</u>, or any other form of acceptance or non-acceptance on the statement of work, <u>each paragraph and sub-paragraph must be acknowledged</u>. 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 stated/specified. This Scope 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 I

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

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

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

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

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

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

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

	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	6	16		

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

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

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

Calculation of the total points scored for price and Specific Goals

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



PRICING SCHEDULE

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

Attention must be given to page 1, Bidders to complete the address block or make use of a Company Stamp, Total Unit Cost and Total Cost must be completed. The bid must be submitted in the Two (2) Envelope system as follows:

Envelope 1: Pricing Schedule & Cost Breakdown (**Only Pricing Schedule & Cost Breakdown**)

Envelope 2: SBD documents, Statement of work and all other required documents.

NOTE: DOCUMENTS SUBMITTED IN ONE (1) ENVELOPE AND NOT IN TWO (2) ENVELOPES AS INDICATED ABOVE, 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/006/2024

Author: E.A Martinus
Date: 09/11/2024 14:45:42

PRICING SCHEDULE

Bid No: SPSC/B/006/2024
Document No: 0000539352
Description: THE RENDERING OF TRANSLATE, TRANSCRIPT & INTERPRET SERVICES FOR LEGSATO CAPE TOWN FOR A PERIOD OF THREE (3) YEARS
Currency: ZAR
Closing Date: 2024/10/09 11:00:00
Status: Created
Validity Days: 120 Calendar days

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

No.		Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
1		35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN TWO DAYS - YEAR 1	DEFENCE LEGAL SERVICES DIVISION	Cap : Town CBD	A-4 Page	
			Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		* Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
		* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN TWO DAYS - YEAR 2	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
*Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN TWO DAYS - YEAR 3	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
*Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN SEVEN DAYS - YEAR 1	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
*Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN SEVEN DAYS - YEAR 2	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
*Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN SEVEN DAYS - YEAR 3	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
* Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN 14 SEVEN DAYS - YEAR 1	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
* Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN 14 DAYS - YEAR 2	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
* Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Item Code	Item Description	Consumer	Delivery Point	Purchase Unit of Measure	Date Required
35150526	TRANSCRIPTION PRICE PER PAGE DELIVERED WITHIN 14 DAYS - YEAR 3	DEFENCE LEGAL SERVICES DIVISION	Cape Town CBD	A-4 Page	
	Line Comment	Lead Time	Quantity Required	Quantity Available	ASAP
		N/A	1	N/A	
* Total Unit Cost in ZAR Currency, Including VAT and ALL Delivery Costs					
* Total Cost in ZAR Currency, Including VAT and ALL Delivery Costs					

Indicate Lead Time for all Items (Days)

The following conditions are hereby accepted:
"Standard Terms and Conditions" or "General Conditions of Contract" Available on [Vesulesis](#) is attached.
The awarding of the price quotation as determined by (Department of Defense).

The following is hereby certified:

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

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

I did not participate in any collusive practices with any other supplier or any other person regarding

this price quotation or any other price quotation.

I am duly authorized to sign the price quotation.

The offer is inclusive of Value Added Tax.

*Name: *Capacity:

*Signature: *Date:

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

Questionnaires

Questionnaires / Evaluation Criteria

THE BIDDING REQUIRE EVALUATION TEMPLATE V2

Questions

Please complete SBD 6.1

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

Options

LEVEL 1

LEVEL 2

LEVEL 3

LEVEL 4

LEVEL 5

LEVEL 6

~~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

~~L~~
~~L~~
~~L~~

~~LEVEL 4~~
~~LEVEL 5~~
~~LEVEL 6~~



SBD 4: BIDDERS DISCLOSURE

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State Institution

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SBD 6.1: PREFERENCE POINTS CLAIM FORM

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

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

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

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

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

1. GENERAL CONDITIONS

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.6 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

$$P_{min} = \text{Price of lowest acceptable tender}$$

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

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

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

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

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

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

THE TENDERER IS TO PICK ONLY ONE SPECIFIC GOAL

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]
- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) **If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –**
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



COMPULSORY BRIEFING SESSION AND SITE VIEWING CERTIFICATES

Compulsory Briefing Session and Site Viewing certificates:

Suppliers/Contractors are advised to send a technically knowledgeable representative to the briefing 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

BIDDERS INFORMATION BRIEFING SESSION CERTIFICATE

Briefing session date: 26 SEPTEMBER 2024

Briefing session time: 11:00 AM

Venue: THE CASTLE OF GOOD HOPE, LEGSATO SATELLITE OFFICE,
CAPE TOWN

Bid No: SPSC-B-006-2024

Closing date: 09 October 2024

Closing time : 11H00

Validity period: 120 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





SBD 1: INVITATION TO BID

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

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SPSC-B-006-2023	CLOSING DATE:	09 OCTOBER 2024	CLOSING TIME:	11H00
DESCRIPTION THE RENDERING OF TRANSLATE, TRANSCRIPT AND INTERPRET SERVICES FOR LEGSATO CAPE TOWN					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DOCUMENTS TO BE DEPOSITED AT THE ENTRANCE (GREEN BOX) SIMON'S TOWN PROCUREMENT SERVICE CENTRE, NO: 2 ARSENAL ROAD, SIMON'S TOWN OR HANDED IN AT THE BID RECEPTION SECTION, NO: 2 ARSENAL ROAD, SIMON'S TOWN (DIRECTIONS TO THE ABOVE ADDRESS AVAILABLE WITH THE BID DOCUMENTS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	CHIEF PETTY OFFICER M. CLAASSEN		CONTACT PERSON	Staff Sergeant N.N. Jantjies	
TELEPHONE NUMBER	021 787 5144		TELEPHONE NUMBER	021 787 5144	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	spscbidinvitation@gmail.com		E-MAIL ADDRESS	spsctechsection@gmail.com	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....



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

Central Suppliers Database (CSD) Registration/Summary Report: 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
- iv. Suppliers should 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**

Failure to submit the CSD Full Registration / Summary Report by the closing date and time may invalidate this offer.

Appendix F



SPSC GROUP QUESTIONNAIRE

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

Appendix G

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

Appendix G

SIMON'S TOWN PROCUREMENT SERVICE CENTRE

CLOSING DATE OF BID: 09 OCTOBER 2024

BID NUMBER: SPSC-B-006-2024

CLOSING TIME OF BID: 11H00

VALIDITY: 120 days

GROUP QUESTIONNAIRE

Circle applicable response and delete not applicable response.

Delivery to: The Castle of Goodhope, Legsato Cape Town

Do you confirm compliance to 90 days validity period? YES / NO

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

Is your price firm for the validity period of 90 days? YES / NO

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:

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

Capacity under which this bid is signed



DEFENCE INTELLIGENCE QUESTIONNAIRE (D.I.)

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

N.B. The short listed companies will be requested to submit Police Clearance for all personnel entering SANDF Property.

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

DEPARTMENT OF DEFENCE INTELLIGENCE (DI) VETTING

TO DI SEC INSTR/01/2014

QUESTIONNAIRE:

MAIN CONTRACTOR

Company Name:

Company Registration Number:

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

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

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

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

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

Company Physical Address:

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

Company Postal Address:

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

Company Core Business:

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

SECTION B

SUB CONTRACTORS DETAILS

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

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

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

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

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

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

Answer:

.....

.....

.....

.....

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

Answer:

.....

.....

.....

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

Answer:

.....

.....

.....

.....

.....

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

Answer:
.....
.....

Compiled by:

Name:

Identification Number:

Position in Company:

Signature:

Date:

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

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

SECTION B

MANDATORY TECHNICAL



APPENDIX I

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 specification/scope of work, each paragraph and sub-paragraph must be acknowledged. No abbreviations will be accepted, for example, "c/nc for comply/not comply or y/n for yes/no etc".

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

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

Failure to comply will invalidate this offer. Appendix I

Failure to comply will invalidate this offer. Appendix I

STATEMENT OF WORK FOR THE TRANSCRIPTION SERVICE TO BE RENDERED TO LEGSATO CAPE TOWN ON CONTRACT FOR A PERIOD OF 36 MONTHS		COMPLIANCE
1.	SCOPE	
1.1	The contractor shall be accountable and responsible to collect, transcribe and deliver cassettes and compact discs as well as completed transcriptions for LEGSATO Cape Town.	
2.	LOCATIONS	
2.1	Legal Satellite Office Cape Town, Castle of Good Hope, Corner of Strand and Darling Streets, Cape Town 8000	
3.	TASK	
3.1	The contractor must:	
3.1.1	Upon being informed by the client, collect all guilty recordings from LEGSATO Cape Town. These recordings will be cassettes and compact discs.	
3.1.2	The recordings must be transcribed to Word format and must be delivered to LEGSATO Cape Town within a specified time period.	
4.	RECORDED MEDIA	
4.1	The successful contractor must be capable to transcribe the following:	
4.1.1	Standard C90/C60 cassettes – Normal 4 track on which both sides can be recorded i.e. two tracks are recorded on one side and then cassette is rotated to record another two tracks on the other side.	
4.1.2	Standard C90/C6 Audio cassettes – Normal 4 track for use in a Lanier LCR5D court recording machine. This machine records all four (4) tracks simultaneously only one side.	
5	FORMAT / STYLING	
5.1	All transcription must comply to the following format / styling:	
5.1.1	Transcriptions to be done on MS Word / Microsoft Word 2007 or later edition.	
5.1.2	Transcription Font type to be Aerial.	
5.1.3	Transcription Font size to be 12pt.	
5.1.4	Transcription line spacing to be 1.5 lines, in order to accommodate 35 lines per page.	
5.1.5	Margin setting to be: Top: 2cm; Bottom: 1.8cm; Left: 3.17cm; Right: 2.7cm	
5.1.6	Must have a permanent tab setting at 4.5cm.	
5.1.7	There must be no hanging indent.	
5.1.8	Subject identification in CAPITAL LETTERS, <u>UNDERLINED</u> and BOLD at the top of each page.	
5.1.9	Page numbering to start from page 1 place at the top right of each page.	

STATEMENT OF WORK FOR THE TRANSCRIPTION SERVICE TO BE RENDERED TO LEGSATO CAPE TOWN ON CONTRACT FOR A PERIOD OF 36 MONTHS		COMPLIANCE
5.1.10	Line numbering to indicate line 5, 10, 15 etc. and must be place at the left of each page.	
5.1.11	To place an affixed header at top left in capital letters and underlined which identifies the applicable stage within proceedings.	
5.1.12	The turn-around time for transcriptions will be as follows:	
	a. Two (2) days for URGENT cases.	
	b. Seven (7) days for normal priority cases.	
	c. Fourteen (14) days will be an extended timeframe .	
6	TOOLS AND MATERIAL	
6.1	The successful contractor will provide their own transcription machines for the rendering of the transcription service.	
6.2	The successful contractor shall at own cost provide for the required service and/or repair of the transcription machines. The contractor shall provide further transcription machines (when required) that are capable of transcribing digital record of proceeding, as LEGSATO Cape Town could migrate to the digital recording method within the contract period.	
6.3	The contractor will from own private resource, without any assistance from the DOD, provide for own transcription machines to cope with any increase in workload whatsoever reason or for training purposes.	
6.4	The contractor shall at all times be responsible for the safe-keeping of transcription items (whether equipment or any device evidence/data is recorded on) and transcription documents (which becomes official upon transcription).	
6.5	The Contractor shall provide competent transcription services of the highest standard that can be expected of a Contractor in this field.	
6.6	If required to do so, the contractor shall provide a compatible 3.5 computer diskette or CD Rom, as indicated by the DOD representative, of a specific case record or part thereof.	
6.7	The Contractor shall at all times have a sufficient number of typists available for the transcription of mechanically recorded proceedings	
6.8	The Contractor shall supply, maintain, insure, license and operate at its own risk and in its own name all transport, equipment, buildings or Obtained transport considered necessary to carry out its obligation under this Contract.	
6.9	The Contractor shall at all times deliver all transcribed records, judgements and portions of a case record specifically requested and requisitioned within the time limits and formats prescribed by law or as otherwise requested in writing by the applicable DOD Contract Manager and with due regard to and compliance with priorities and Specifications determined by such contact person.	

STATEMENT OF WORK FOR THE TRANSCRIPTION SERVICE TO BE RENDERED TO LEGSATO CAPE TOWN ON CONTRACT FOR A PERIOD OF 36 MONTHS		COMPLIANCE
7	QUALITY CONTROL	
7.1	The Contractor shall keep a suitable written record of the date of receipt of every cassette to be transcribed and the date of delivery of the transcribed record and the return of the cassette to the office from where the recording emanated.	
7.2	Legsato Cape Town as the authorised delegate of the State reserve the right to inspect the business address (premises) of the Contractor during the Contract period and report to SPSC on the nature and kind of the Contractor as a transcription service provider on the relevant facts.	
8.	SAFETY CODES AND ACTS	
8.1	Contractor and his employees are subject to the provisions of the Protection of Information Act, Act 84 of 1982, and must, if requested to do so by the DOD, undergo a security clearance by the SANDF Intelligence Services.	
8.2	Contractor agrees that any representative, employee, or person Acting on its Instruction or behalf and who is required by it to visit the DOD premises must comply with the security rules and regulations applicable, e.g. Defence Section No 42 of 2002, etc.	
9.	LIABILITY	
9.1	The contractor accepts full responsibility and accountability for the statement of work at hand.	
9.2	No use of undocumented foreign nationals will be permitted on military property	
10.	NOTE	
10.1	The contractor shall quote on all-inclusive price to carry out all work as laid down above.	
10.2	Should any additional work have to be carried out, this shall be quoted separately	
10.3	The additional work shall only be carried out upon receipt of a letter of authorisation from the Simon's Town Procurement Service Centre	
11.	TECHNICAL QUERIES	
11.1	Any queries can be directed to Staff Sergeant N. N. Jantjies 021 787 5207/5144 and /or email to spsctechsection@gmail.com during office hours (0830B to 1500B).	

EXAMPLE

**COURT OF MILITARY JUDGE: 6 MARCH 2000 - 96851274PE CORPORAL
SITHELO MATHEW MAHUGELA: SAMHS ACADEMY**

CASE FOR THE PROSECUTION

WITNESS NUMBER 1: 77381713PE: SERGEANT MAJOR SAREL JOHANNES
VAN DER MERWE (Hereinafter referred to as "V/D MERWE") GIVES

5

EVIDENCE UNDER OATH

EXAMINATION IN CHIEF:

PROSECUTOR: Where do you work?

V/D MERWE: I work at SAMHS Academy.

PROSECUTOR: What were your duties during that time?

10

V/D MERWE: I was the counter intelligence officer, where I do the
monitoring of the security of his workplace.

PROSECUTOR: What was the accused's reaction after you told him to
clear the area?

15

V/D MERWE: He was quite arrogant in saying that he will no do it.
And originally I charged him for that as well, because he washe had a very
arrogant manner in which he told me he will not do it.

PROSECUTOR: Thank you, no further questions.

JUDGE: Cross examination?

DEFENCE: Judge Botha, the defence would humbly request an
adjournment for five minutes. I want to take further instruction from my client.

20

(Court adjourns)

{Court re-opens}

CROSS EXAMINATION

DEFENCE: Fine. Sergeant Major, earlier on you testified that the
instructions that you gave to Corporal Mahugela was in English. Is that correct?

25

V/D MERWE: Yes.

DEFENCE: Fine. Sergeant Major, earlier on you testified that the
instructions that you gave to Corporal Mahugela was in English. Is that correct?

V/D MERWE: Yes.

30

DEFENCE: Fine. Sergeant Major, earlier on you
testified: /..

Section C

GENERAL BID CONDITIONS

GENERAL BID CONDITIONS **(GBCs)**

TABLE OF CLAUSES

1. Definitions.
2. Application.
3. Availability.
4. Approved list of bidders.
5. Preparation of bids.
6. Charge for bid documents.
7. Samples.
8. Alternative offers.
9. Partial bids.
10. Bid prices and delivery periods.
11. Validity periods.
12. Closing of bids.
13. Lodging of bids.
14. Open bids or unnumbered envelopes.
15. Opening of bids.
16. Late bids.
17. Consideration of bids.
18. Award of bids.
19. Quantities other than specified.
20. Bidder's incorrect information.
21. Notification of awards.
22. Furnishing of bid information.
23. Amendment or withdrawal of bid.



GENERAL BID CONDITIONS

1. **Definitions.** Unless inconsistent with or otherwise indicated by the contents, the following terms shall have the meanings assigned to them:

- a. **Acceptance of a Bid.** Means the award of a contract to a bidder in response to his bid or price quotation.
- b. **Bid.** Means a written offer on the official bidding documents forming part of firstly, an invitation to bid, which invitation has been advertised in the Government Tender Bulletin, or secondly, an offer submitted in response to an invitation to submit a price quotation.
- c. **Bidder.** Means any natural or juristic person submitting a bid or a price quotation.
- d. **Closing Time.** Means the date and hour specified in the bidding documents for the receipt of bids or price quotations.
- e. **Department.** Means the Department of Defence and in specific any of its Procurement Entities.
- f. **Firm Prices.** Are deemed to be the prices which are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract.
- g. **Price Quotation.** Means a written offer sounding in money and reflected on the documentation wherein the offer was invited, duly completed and where necessary signed by or on behalf of the bidder.
- h. **GBC.** Means the General Bid Conditions.
- i. **Written or In Writing.** Means handwritten in ink or any form of electronic or mechanical writing.

2. **Application.** The GBCs are applicable to all Departmental bids and written price quotations, unless otherwise indicated in the bidding documents. Where the conditions in the bidding documents are in conflict with the GBCs, the conditions in the bidding documents shall prevail.

3. **Availability.** Copies of these GBCs are available, on application, from the Secretary for Defence (Attention: Defence Materiel Division), Private Bag X910, Pretoria, 0001 or from any of the Department's Procurement Entities.

4. **Approved List of Bidders.** In the event that an approved list of bidders has been compiled for specific goods or services, bids will only be invited from bidders on such a list.

5. **Preparation of Bids.** Concerning the preparation of bids, bidders are to note the following:

- a. **Expenses.** Unless otherwise indicated in the bid documents, the Department shall not be liable for any expense incurred in the preparation and submission of a bid.
- b. **Bidding Documents.** Bidders are required to make use of the prescribed bidding documents. No changes to the bid documents are to be made.
- c. **Information.** All the information called for in the bidding documents is to be furnished in the appropriate spaces, eg the bid prices. If requested, other information required, pamphlets, samples, etc are to be supplied.
- d. **Address.** A domicilium citandi et executandi shall be chosen in the Republic and stated in the bid.
- e. **Completion of Bidding Documents.** Bidders are to complete the bid documents, forms, certificates, questionnaires and specification forms in all aspects and to submit bids signed in any ink of your choice, but be visible.
- f. **Bid Envelope.** The bid number must not appear on any envelope unless the envelope contains the bid itself. In particular, the bid number must not appear on an envelope containing a request for bid documents.
- g. **Bidder's Own Conditions.** Bids should not be qualified by the bidder's own conditions of bid. Bids qualified by a bidder's own conditions may be rejected as being invalid and failure of the bidder to renounce such conditions when called upon to do so may invalidate the bid. This includes any alterations, erasures, omissions or additions by bidders to the bid documents.
- h. **Submission of Documents.** The bid documents are to be submitted with due consideration to the following:
 - i. The bid documents are not to be retyped or redrafted. Photocopies may be prepared and used, but the original signed document must be submitted with the bid.
 - ii. Bidders must check the number of pages and satisfy themselves that none are missing or duplicated.
 - iii. Bidders must bid in accordance with the requirements stipulated in the bid documents.
 - iv. Bids must be compiled in such a manner that it allows for easy cross-referencing between the bid document and the submitted bid.
- i. **Documents.** Bidders are to ensure that all required or specified documents are included in their bids.
- j. **Compliance to Conditions and Specifications.** Bidders are to clearly indicate in their bids that their offers are compliant to the conditions and specification pertaining to the bid. If not, it must be clearly stated where and in which manner their offers are non-compliant to the conditions and specifications.



6. **Charge for Documents.** Where applicable and as required in the bidding documents or advertisement, a non-refundable fee for documents may be charged.

7. **Samples**

- a. The Department shall not make samples available to prospective bidders, unless specifically mentioned in the bid documents;
- b. When samples are called for in bid documents, samples shall be delivered at the cost of the bidder to the addressee mentioned in the bid documents before the closing time of the bid. Bids shall not be included in parcels containing samples.

8. **Alternative Offers.** In the event that bidders offer products alternative to that called for, bids for such alternative offers shall be submitted on separate copies of the bid documents, but only if bids are submitted for the specified requirement.

9. **Partial Bids.** In the event that bids for supplies and/or sales are called for, bids may be submitted for less than the number of specified items, or part of the specified quantity or requirement called for in the bid.

10. **Bid Prices and Delivery Periods**

- a. **Firm Bids.** Firm bid prices and delivery periods are preferred. However, bidders may submit firm or non-firm prices and delivery periods. Where a bidder has not indicated whether his prices or delivery periods are firm or not, bid prices and delivery periods are deemed to be firm and the contractor shall be bound thereby. Expressions such as "soonest" or "earliest" or delivery periods which are unspecified are not acceptable.
- b. **Contract Periods.** Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the definition of firm prices.
- c. **Proof.** The Department may, where non-firm prices are offered, require that proof of costs of labour, material or other factors which are specified by the bidder, be submitted and, should the cost in the opinion of the Department not be realistic, same may be brought into consideration in the comparison adjudication of the bids.

11. **Validity Periods.** The period for which bids are to remain open for acceptance, valid and binding is indicated in the bidding documents and is calculated from the closing time and such offers are to remain open for acceptance, valid and binding until close of business on the last day of the period so calculated. Should this last day fall on a Saturday, Sunday or Public Holiday, the bid will remain open for acceptance, valid and binding until close of business on the first business day following such Saturday, Sunday or Public Holiday.

12. **Closing of Bids.** Bids close at the time and date indicated in the bid documents. Extension of the closing date may be granted if circumstances justify this action. The closing date is normally extended only if there is sufficient time to publish an amending notification before the original closing date.

13. **Lodging of Bids.** Concerning the lodging of bids the following shall apply:



- a. **Receipt.** Bids shall be lodged to ensure their actual receipt at the address before the closing time specified and in accordance with the directives in the bidding documents.
 - b. **Envelope.** Each bid shall be addressed according to the directives in the bidding documents and shall be lodged in a separate sealed envelope with the name and address of the bidder, the bid number and the closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope.
 - c. **Copies.** Unless specifically provided for in the bid invitation, no bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. Photostat copies of bids or photostat copies of faxes, signed in ink after being photostatted, will be accepted as valid bids.
 - d. **Samples.** Bids shall not be included in packages containing samples as such bids may be rejected as being invalid.
14. **Open Bids or Unnumbered Envelopes.** All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. However, if a bid is received in an unsealed envelope or without an envelope, it shall be sealed in an envelope after the bid number has been written on the envelope.
15. **Opening of Bids.** Bids are opened in public as soon as practicable after the closing time and the names only of the bidders are read out, if so requested, at the time of opening the bids.
16. **Late Bids.** Bids are late if they are received at the address indicated in the bid documents after closing time. A late bid shall be kept by the Department and only opened if no bid or no suitable bid was received by the closing time. If acceptable bids were received before the closing time, the late bid will not be opened or admitted for consideration and where practicable shall be returned unopened to the bidder accompanied by an explanation.
17. **Consideration of Bids.** During the consideration of bids the following applies:
- a. **Bids Considered.** All bids correctly lodged are taken into consideration.
 - b. **Position of Bidder.** The financial standing of bidders and/or their ability to manufacture or to supply goods or to render a service may be examined before their bids are considered for acceptance.
 - c. **Comparative Prices.** In comparing bids, the prices are brought to a comparative level by deducting unconditional discounts, preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account. Non-firm bid prices are adjusted in accordance with the assessed contract price adjustments implicit in the non-firm prices. Where a range of delivery periods is quoted, the worst implied delivery period is used when calculating the comparative prices.
 - d. **Preferential Point System.** Where bidding documents include documents relating to a preferential point system, the required calculations will be made and



comparison of bids done on the basis of points earned through the preferential point system.

- e. **Adjustments to Prices.** The department reserves the right to rectify any incorrect calculations made by the bidder, but no adjustments may be made to the input figures.
- f. **Compliance to Specification.** Bids will be evaluated to establish compliance to product or service specifications, with due consideration to alternative offers and/or deviations to specification.
- g. **Evaluation Criteria.** Where bidding documents include evaluation criteria relating to functionality, for example bidder's capability, bidders profile, etc, the required calculations will be made and comparison of bids done on the basis of points earned.
- h. **Negotiations.** Unless otherwise stated in the bid documents, no negotiations will be entered into.
- i. **Communication with Bidders.** The Department may request clarification on information regarding any aspect included in the bid, which the bidder is to supply by the indicated date.

18. **Award of bids.** After prices have been brought to a comparative level and/or points calculated according to a preferential points system, the bid will be awarded considering the following order of priority:

- a. If the preferential point system is applicable, normally to the bidder with the highest points, unless reasonable and justifiable grounds exist for passing over the bidder with the highest points. In the event of equal bids, the award is according to the relevant regulation.
- b. If the preferential point system is not applicable, normally to the bidder with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales, unless reasonable and justifiable grounds exist for passing over the bid with the lowest bid in the case of purchases by or services to the Department, or highest bid in respect of sales. In the event of equal bids, the award is according to the following order:
 - i. Bidders offering firm bid prices as well as firm delivery periods.
 - ii. Supplies provided and services rendered from resources available within the Republic.
 - iii. Supplies and services from points nearest to the centres at which delivery is required.
 - iv. All things still being equal, the award shall be decided by the drawing of lots.
- c. The Department is not obliged to accept the lowest or any bid.



- d. The Department may, where a bid relates to more than one item, accept such bid in respect of any specific item or items and also accept part of the specified quantity of any specific item or items.

19. **Quantities Other than Specified.** The Department may increase or decrease the quantities reflected in the bids, but will do so after consultation with the bidders that responded to the invitation to bid.

20. **Bidder's Incorrect Information.** Where a contract has been awarded on the strength of information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Department may, in addition to any other legal remedy it may have

- a. recover from the contractor all costs, losses or damages incurred or sustained by the Department as a result of the award of the contract; and/or
- b. cancel the contract and claim any damages which the Department may suffer as a result of having to make less favourable arrangements.

21. **Notification of Acceptance.** Successful bidders are notified by registered or certified mail of the acceptance of their bids, either through a contract form or by official departmental order forms.

22. **Furnishing of Bid Results**

- a. The following particulars of the successful bidders are normally published in the Government Tender Bulletin for general information:
 - i. Name.
 - ii. The price and delivery basis.
 - iii. The brand name of the product or the name of the manufacturer, if applicable.
 - iv. Where applicable, the preference percentages claimed.
- b. Bids are not available for perusal by the public, but, at the written request of a bidder or interested party, the names and addresses of all bidders may be furnished over and above the information published in the Government Tender Bulletin.
- c. Requests for any further information will be treated as provided for by law.

23. **Amendment or Withdrawal of Bid.** If a bidder amends or withdraws his bid after the closing time and within the validity period or extended validity period, he shall reimburse the Department any damages if a less favourable bid is accepted or less favourable arrangements are to be made.

24. **Failure to Comply.** Where bidders fail to comply with any of these conditions, the Department reserves the right to invalidate bids received.

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

CO-ORDINATED ACTIVITIES

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

CONTRACTOR'S PERSONNEL

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

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

VALUE ADDED TAX (VAT)

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

DAMAGE COMPENSATION

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

WAIVER

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

SEVERABILITY

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

SUB-CONTRACTING

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