



INVITATION TO BID

BID NUMBER: **RFB NO: ARMD/2025/19**

BID DESCRIPTION: - WASTE SORTING, COLLECTION, TRANSPORTATION, SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS

EXPECTED TIMEFRAME

BID PROCESS	EXPECTED DATES
Bid Issue Date	16/02/2026
Bid Collection Date (if necessary)	N/A
Briefing Session (<i>indicate if it is compulsory or not</i>) Date	10/03/2026 at 11:00 am (Non-compulsory)
Briefing Session Address and Venue	Armcor Dockyard, Simonstown
Bid Closing Date	23/03/2026 at 11:00 am

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BID SPECIFICATION (RFB)	

PROPRIETARY INFORMATION

- For bids only advertised on Armscor Website, bid documents may ONLY be obtained from the Armscor Supply Chain Management Department.
- Bid documents obtained from Armscor may NOT be given to a third party.
- Bid proposals received from companies whose bid documents were NOT obtained from Armscor will NOT be considered.
- A-STD-0020: Armscor General Conditions of Contract
- A-WI-014: Armscor Security Instruction.
- A-GUID-1003: Industry Guide for Defining the Scope of Work.

Bids must ONLY be submitted in hard copy; electronic bids submissions are NOT acceptable.

Kindly register on the National Treasury's Central Supplier Database (CSD) via www.csd.gov.za

RETURNABLE DOCUMENTS CHECKLIST

1. RFB RETURNABLES

- 1.1 Bidders shall submit the returnable documents together with the Bid on or before the closing time and date of the Bid.
- 1.2 Administrative documents
- 1.2.1 Armscor reserves the right to request the administrative returnable documents after the closing time and date in instances where the bidder has not returned the administrative returnable documents. Please note that Armscor is under no obligation to request such documents or information, if information is requested and not provided in terms of legislative requirements.
- 1.2.2 Bidders must submit the following administrative returnable documents together with the bid.

No.	Administrative Returnable Documents
1	KD17: BID CONDITIONS ACCEPTANCE FORM.
2	Valid proof of BBBEE status for the bidder and its sub-contractor(s).
4	KD 26: BIDDER'S DISCLOSURE.
5	Central Supplier Database Report.

- 1.2.3 Armscor reserves the right to verify all information submitted with the bid.

Kindly note that any misrepresentations of facts will lead to disqualification of bid and also further steps be taken to recover the loss where applicable and list the company and its directors in the list of restricted bidders from doing business with the State with National Treasury,

2. MANDATORY RETURNABLE DOCUMENTS

- 2.1. Bidders must return the mandatory documents together with the bid. Failure to submit mandatory documents will result in disqualification from further evaluation.

No.	Mandatory Returnable Documents
1	Refer to the Bid specification document.
2	Mandatory Evaluation Documents
3	Functional Evaluation Documents if applicable

3. EVALUATION RETURNABLE DOCUMENTS

- 3.1. Bidders must return the evaluation returnable documents together with the bid. Failure to submit the evaluation returnable documents will result in forfeiting points as provided in the evaluation and may not necessarily result in disqualification from further evaluation.

Bidders are required to develop a returnable schedule annexure in accordance with the following table of contents.

Item	List of Documents Required.	Submitted [Yes or No]	
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	SARS issued verification pin code and or proof of application endorsed by SARS.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Copy of CIPC registration documents listing all members with percentage, see bidding structure for required documents.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.	Copy of the Joint Venture / Consortium Agreement duly signed by all parties	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6.	Valid proof of BBBEE status for the bidder and its sub-contractor(s) or Sworn Affidavit	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Designated sectors: Local production and content. (Where applicable) Annexures	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Certified copy of Identity Document for the Company representative	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9.	Copy of latest audited financial statements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.	Bid conditions acceptance form on KD17	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD
(ARMSCOR)**

Company registration: 1968/008611/06 Vat registration: 4500101169

**RFB No: ARMD/2025/19: WASTE SORTING, COLLECTION, TRANSPORTATION ,
SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE
ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS**

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 **Bid Closing at 11:00 am on 23/03/2026 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope(s) marked with bid reference number, bidder name and closing date. Original plus a copy and USB copy
- 1.3 The sealed envelope must be deposited in the bid box at **Arm Scor Dockyard, Cole Point Security gate, Simon's Town** before the bid closing date and time addressed to:

The Divisional Manager

Procurement & Logistics
Arm Scor Dockyard

Postal address:

Arm Scor Dockyard
Private Bag X3
Simon's Town, 7995

Delivery address:

Arm Scor Dockyard Tender Box
Dockyard Security Entrance
Cole Point Road

Simon's Town

- 1.4 Bids dispatched by the courier service company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time.

Arm Scor will not be held responsible for any delays where bid documents are handed to the Dockyard Reception or bids that are incorrectly labelled.

- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to the Procurement Division on Dockyardbid-enquiries@arm Scor.co.za. Questions/enquiries relating to this RFB should be received five (5) working days prior to the

closing date. Queries received after this period will not be considered

3. BID VALIDITY PERIOD

- 3.1 Bid proposals to remain valid for acceptance for a period of 120 days counted from the closing date.

NOTE: Bids for the supply of the goods and/or services described in the attached documents are invited in accordance with the provisions of the General Conditions of Contract (A-STD-0020) Issue 5 dated 22 June 2022, as well as any special condition contained in these documents. Copies of the General Conditions of Contract and the Rules of Procedure are available on Armscor's website at www.armscor.co.za.

BID AWARD RESULTS

Result on bid awarding information is not sent to unsuccessful bidders. Particulars of successful bidders are also NOT published on the Armscor Acquisition Bulletin.

4. OBJECTIVE CRITERIA

- 4.1 Armscor will not award the bid or order to any bidder based on the proven poor record or poor performance of the bidder in previous projects within the Armscor.
- 4.2 Armscor will not award order/s or contract/s to the bidders who are blacklisted or restricted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, company financials, etc. will be eliminated from the bid process.
- 4.3 Armscor reserve the right not to award this bid to any bidder who fails the financial stability assessment.
- 4.4 Armscor reserves the right to award the bid in part or in full.
- 4.5 Armscor reserves the right to disregard bids that are abnormally low prices compared to the market.

BIDDING STRUCTURE

Indicate the type of bidding structure by marking with an 'X' in an appropriate box.	
Individual Bidder	
Joint Venture	
Consortium	
Using Sub-contractors	
Other	

Only fill the relevant category:

If individual bidder, indicate the following:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Primary email address	
Alternative Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

If Joint Venture or Consortium, indicate the following: (To be completed for each JV/Consortium member)	
Name of Joint Venture / Consortium	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

If using subcontractors, indicate the following:	
Name of Prime -Contractor	
Percentage Value to be subcontracted	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier	

Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
Subcontractor Details:	
Name of Subcontractor	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents for both Prime and Sub-Contractors:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	
Other:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
NB: Submit with the bid the following documents:	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual, supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Declaration:

I, as the duly authorized representative of the bidder hereby authorize Armscor to request, investigate and process company information including tax compliance via the SARS website.

.....
Name

.....
ID number

BID CONDITIONS ACCEPTANCE FORM

Bidders shall complete and sign this bid conditions acceptance form

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-0020 Issue 5 dated 22 June 2022 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the period stipulated above;
2. that if my/our bids is accepted, the acceptance will be communicated to me/us by letter or order through the post, and such acceptance shall constitute a contract between me/us and Armscor, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 5 dated 22 June 2022, the contents of which I/we acknowledge ourselves to be acquainted with.

I/We choose as domicilium citandi et executandi in the Republic

.....

.....

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:

AUTHORISED SIGNATURE

.....
Signature

.....
Date

.....

Name in block letters

Capacity

SUPPLIER REGISTRATION

- 1.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction Note 3 of 2016/17.
- 1.2 Bidders must electronically register for Security on Armscor website to be considered for orders which are administered by Armscor SOC Ltd on Behalf of clients.

For more information on security registration contact: -

The Security Registration

Private Bag X337

PRETORIA

0001

E-mail:- register@armscor.co.za

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. The pages of the KD17 document are numbered from one, and the final page bears the words "and last". Bidders should check the numbers of the pages as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.
2. **All bidders shall -**
 - 2.1. insert their name at the top of each price schedule form used (a rubber stamp may be used);
 - 2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);
 - 2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;
 - 2.4. indicate the prices quoted in the units shown and quote them per item;
 - 2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.6. complete all appendices.
3. **Value-added tax, customs duties, ad valorem customs duties and surcharges**
 - 3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.
 - 3.2. Where supplies are quoted which are subject to levying of any customs duty, ad valorem customs or excise duty or surcharge by the Department of

Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, ad valorem customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire (KD18).

4. Security

- 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
- 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. Advance payments

Bidders shall furnish the price without advance payment.

6. Performance Guarantee

Armscor reserves the right to request the successful bidders to submit a performance guarantee for the proposed contract. Bidders must submit prices without provision for the performance guarantee as well as prices including the cost of such a guarantee.

7. Commissions

If any commission is payable by yourself to any person(s) or body as a result of any order which may arise from this Request for Proposal, you must submit full details of the applicable person(s) or body and the amount payable, with these bids.

8. Compliance with Arms Control and Non-Proliferation requirements

Any bidder responding to this Request for Proposal (RFP) shall comply with the following when dealing with defence matériel:

- 8.1 All relevant South African legislation, including, but not restricted to, the following:
- a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
 - b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.
- 8.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.
- 8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract-

9. Submission of a NCACC Permit

9.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:

- a) Registered with the National Conventional Arms Control Committee (NCACC).
- b) Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms Control (DCAC).

NOTE: Local bidders who trade in Conventional Arms as set out above are required to submit a certified copy of a valid NCACC permit when submitting a bid.

10. Tax Compliance

The conditions detailed in the Instruction for Application for Tax Compliance (KD 25) must be adhered to. Armscor Suppliers /Bidders must remain tax compliant for the duration of their contracts.

11. Defence Industrial Participation and National Industrial Participation

11.1 The DIP value threshold of foreign content is based on:

Any single agreement of which the foreign content exceeds USD 2 million; Multiple main agreements concluded within two years of each other, within the framework of a specific project or across different projects, for same and or similar products or services, awarded to the same Seller of which the aggregate value of the foreign content exceeds USD 2 million; Extensions or amendments to the main agreement within the active life of the agreement, which result in the aggregate foreign content value of the project exceeding USD 2 million; Where multiple suppliers are used to address a single Defence Acquisition for the same products or services and the value of the foreign content, in total, exceeds USD 2 million, each supplier shall incur pro rata 50% of the total DIP obligation.

11.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.

12. Local production and content for designated sectors

12.1 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

12.2 If there is no designated sector, Armscor may include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content,

will be considered.

13. Awarding of Bids

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and Preference Point System of the Preferential Procurement Regulations, 2022.

The applicable points are:

Price (Pp):	80 Points
Specific Goals:	20 Points
Total:	100 Points

The following formula must be used to calculate the points in respect of a bid up to a rand value of R 50 000 000, 00 (all applicable taxes included).

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

80/20

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

Where:

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

14. Armscor reserves the right to:

- 14.1 not evaluate and award bids that do not comply strictly with this bid document.
- 14.2 make a selection solely on the information received in the bid and enter into negotiations with one or more of preferred bidder(s) based on the criteria specified in the evaluation of this bid.
- 14.3 contact any Bidder during the evaluation process, in order to clarify any information, without informing any other Bidders. During the evaluation process, no change in the content of the submitted bid shall be sought, offered or permitted.
- 14.4 award a contract to one or more Bidder(s).
- 14.5 accept any bid in part or full.
- 14.6 cancel this bid or any part thereof when necessary.

Should Bidder(s) be selected for further negotiations, they will be chosen on the basis of the greatest benefit to Armscor and not necessarily on the basis of the lowest costs

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BID NUMBER : ARMD/2025/19

CLOSING AT 11:00 23/03/2026 at

ON : 11:00am

VALIDITY 120 DAYS

PERIOD:

NAME OF BIDDER :

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Provision of Industrial Waste Management Services as per RFB, Annexure A (User Requirement Statement), (TOTAL as per ANNEXURE D below) For the period 1 August 2026 to 31 July 2027	LOT			
2	Provision of Industrial Waste Management Services as per RFB, Annexure A (User Requirement Statement). (TOTAL as per ANNEXURE E below). For the period 1 August 2027 to 31 July 2028	LOT			
3	Provision of Industrial Waste Management Services as per RFB, Annexure A. (User Requirement Statement) (TOTAL as per ANNEXURE F below). For the period 1 August 2028 to 31 July 2029	LOT			
	Single-envelope evaluation approach Transformation Requirements				

	<ul style="list-style-type: none"> • Black Equity Ownership – 35% - applicable • Subcontracting –Not applicable • Specific Goals applicable: Table 1 • Objective Criteria --- Not Applicable 				
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

NOTE: PLEASE TRANSFER THE TOTALS FROM RFB, ANNEXURES D, E AND F TO LINES1, 2 AND 3 ABOVE.

1. Delivery address: Armscor Dockyard Simonstown
 2. * Period required for commencement of delivery, after receipt of order:
 3. * Rate of delivery:
 4. * Period required for completion of order, after receipt thereof:
- * Must be completed by Bidder if not completed by Armscor

**ARMAMENTS CORPORATION OF SOUTH AFRICA LTD
(ARMSCOR)**

QUESTIONNAIRE

REPLIES

1. What is the request for bids number?
2. Confirm compliance to price basis.
3. Indicate which of the following applies:
 - 3.1 The prices are fixed. ☐
 - 3.2 The prices are not fixed ☐
4. The delivery period shall be fixed.
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you? Yes ☐ No ☐

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED OR ARE OFFERED EX BONDED WAREHOUSE, THE ATTACHED SECURITY QUESTIONNAIRE (KD 22) MUST BE COMPLETED AND THE FOLLOWING QUESTIONS ANSWERED:

6. Is a special import permit required?
If not, state your imports permit number.
7. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22)
.....
.....
.....
8. Foreign content:
 - 8.1 What amount in foreign currency must be remitted overseas?
.....
 - 8.2 What is the rate of exchange used in converting the ZAR1,00 =
..... amount into SA Rand and the date on which this is based? DATE:

9. Statutory costs:

9.1 Are the goods quoted on subject to customs duty, ad valorem customs or surcharge?

.....

9.2 If so, what is the amount payable in respect of

a) Customs duty

b) Ad valorem customs duty?

PRICE BREAKDOWN

10. The following particulars must be furnished, failure of which may invalidate the bids.

- 10.1 FOB/FCA cost of item
- 10.2 Sea/Air freight
- 10.3 Insurance charges
- 10.4 Clearance charges
- 10.5 Customs duties
- 10.6 Ad valorem customs duties
- 10.7 Delivery costs from port/airport to your premises
- 10.8 Local content (excluding (10.10))
- 10.9 Delivery costs from your premises into store
- 10.10 Balance (detail to be submitted)

TOTAL

Amount	% of Total Price

.....

DATE

.....

BIDDER'S SIGNATURE

ARMAMENTS CORPORATION OF S.A. LIMITED
(ARMSCOR)
PREVIOUS PURCHASES
LAST TWO BIDS

If any similar or identical equipment has been supplied to ARMSCOR,
or to any of ARMSCOR'S subsidiaries or the South African National Defence Force,
the completion of this form by bidders is compulsory.

Date of Bids	Organization	Order No.	Items Purchased	Unit Price	Motivation for Price Differences

BIDDER:	
SURNAME AND INITIALS:	
DATE:	
SIGNATURE:	

**ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED
(ARMSCOR)**

SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

1. In all cases where the supplies quoted are imported (either in full or in part), bidders shall furnish the following particulars (if space is insufficient, use additional pages):

1.1 COUNTRY OF ORIGIN:

Item No(s).	Country
.....
.....
.....
.....

1.2 NAME OF MANUFACTURER(S)/SUPPLIER(S)/STOCKIST(S):

Item No(s).	Name
.....
.....
.....
.....

1.3 NAME OF INTERMEDIARY (IES) (WHEN THERE IS NO DIRECT CONTACT WITH THE FIRMS LISTED IN 1.2):

Item No(s).	Name
.....
.....
.....
.....

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

Item No(s)	Name
.....
.....
.....
.....

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

Item No(s).	Name
.....
.....
.....
.....

1.6 IS AN END-USER CERTIFICATE REQUIRED? YES ☐ NO ☐

If yes:- Item No. (s).

.....

.....

.....

.....

1.7 ARE THE ITEMS SUBJECT TO ANY SPECIAL EXPORT REQUIREMENTS?

YES ☐NO ☐

If Yes:-

Item No. (s) Requirements

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

2. Failure to furnish the information requested may render the bid invalid.

.....

NAME

.....

DATE

.....

BIDDER'S SIGNATURE

BROAD-BASED BLACK ECONOMIC EMPOWERMENT**ACRONYMS AND ABBREVIATIONS**

B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
COTS	Commercial Off-The-Shelf
EME	Exempted Micro Enterprises
MOTS	Military Off-The-Shelf
QSE	Qualifying Small Enterprises
SANAS	South African National Accreditations Systems

1 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

1.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022; Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

1.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

1.3 Preference points for this bid shall be awarded for:

Price: 80

Specific Goals: 20

Total points for Price and Specific Goals must not exceed: 100

1.4 **Bidders who do not submit a valid proof as per paragraph 2.2 of KD24 (Principles) will score 0 points for Specific Goals.**

2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

2.1 The preference points that will be awarded in terms of the Specific Goals with regards to procurement processes shall be as follows (one table will be applicable for each bid):

Table 1: Specific Goals for Targeted Procurement

No	Specific Goals for Targeted Procurement	Points for 80/20 PPS	
RDP Programme: Promotion of SMMEs			
1	EME or QSE entities which are at least 51% owned by black people	4 points	
2	EME or QSE entities which are at least 51% owned by black women	4 points	
3	EME or QSE entities which are at least 51% owned by black youth	4 points	
4	EME or QSE entities which are at least 51% owned by black military veterans	4 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	4 points	
Total Points Per PPS		20 points	

Table 2: Specific Goals for General Procurement

No	Specific Goals for General Procurement	Points for 80/20 PPS	
RDP Programme: Promotion of SMMEs			
1	EME or QSE entities which are 100% owned by black people	20 points	
2	EME or QSE entities which are at least 51% owned by black people	18 points	
3	EME or QSE entities which are at least 35% owned by black people	16 points	
4	EME or QSE entities which are at least 25% owned by black people	10 points	
Total Points Per PPS		20 points	

- a) General procurement may typically include but is not limited to commercial-off-the-shelf (COTS) items.

Table 3: Specific Goals for Other Procurement

No	Specific Goals for Other Procurement	Points for 80/20 PPS	
RDP Programme: Promotion of South African Owned Enterprises			
1	Entities which are BBBEE Level 1	20 points	
2	Entities which are BBBEE Level 2	18 points	
3	Entities which are BBBEE Level 3	16 points	
4	Entities which are BBBEE Level 4	10 points	
Total Points Per PPS		20 points	

Table 4: Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality

No	Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality	Points for 80/20 PPS	
RDP Programme: Locality			
1	Entities located within the specific locality	10 points	
2	Entities located outside the specific locality	0 points	
RDP Programme: Promotion of South African Owned Enterprises			
1	EME or QSE entities which are at least 51% owned by black people	2 points	
2	EME or QSE entities which are at least 51% owned by black women	2 points	
3	EME or QSE entities which are at least 51% owned by black youth	2 points	
4	EME or QSE entities which are at least 51% owned by black military veterans	2 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points	
Total Points Per PPS		20 points	

Table 5: Specific Goals for Procurement from Entities with Local Manufacturing Capabilities for Designated Sectors

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS	
Designated Sectors			
1	Full compliance to the applicable minimum threshold for local content	10 points	
2	Non-compliance to the applicable minimum threshold for local content	0 points	
RDP Programme: Promotion of South African Owned Enterprises			
1	EME or QSE entities which are at least 51% owned by black people	2 points	
2	EME or QSE entities which are at least 51% owned by black women	2 points	
3	EME or QSE entities which are at least 51% owned by black youth	2 points	

4	EME or QSE entities which are at least 51% owned by black military veterans	2 points	
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points	
Total Points Per PPS		20 points	

Table 6: Concurrent Application of Specific Goals

No	Concurrent Application of Specific Goals	Points for 80/20 PPS	
RDP Programme: Promotion of SMMEs			
1	EME or QSE entities which are at least 51% owned by black people	5 points	
RDP Programme: Locality			
2	Entities located within the specific locality	5 points	
Local Manufacturing Capabilities for Designated Sectors			
3	Full compliance to the applicable minimum threshold for local content & production	5 points	
RDP Programme: Promotion of South African Owned Enterprises			
4	Entities which are BBBEE Level 2 or better	5 points	
Total		20 points	

Table 7: Specific Goals for Income Generation, Disposal or Leasing of Assets

No	Specific Goals for Income Generation, Disposal or Leasing of Assets	Points for 80/20 PPS	
RDP Programme: Promotion of South African Owned Enterprises			
1	Entities which are BBBEE Level 1	20 points	
2	Entities which are BBBEE Level 2	18 points	
3	Entities which are BBBEE Level 3	16 points	
4	Entities which are BBBEE Level 4	14 points	
Total Points Per PPS		20 points	

2.2 PRINCIPLES

2.2.1 Valid proof of B-BBEE status is either of the following:

A) A B-BBEE sworn affidavit fully completed and

- B) Deposed and signed in the presence of the commissioner of oaths (certified true copy not acceptable)
- C) Does not contradict itself (% black ownership matches compliance level)
- D) Commissioner of oaths credentials and signature are reflected.
- E) A B-BBEE certificate issued by either the CIPC or a SANAS accredited verification agency.
- F) An entity submitting an unincorporated joint venture / consortium must attach a consolidated B-BBEE certificate in the name of the joint venture / consortium issued by a SANAS accredited verification agency.
- G) B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.

2.2.2 Local content and production

- A) The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the department of trade, industry & competition via the link below.

<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>

- B) The bidder shall submit with the bid documents a completed annexure c, d & e and an exemption letter from the DTIC.

2.2.3 Locality

- A) The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).
- B) In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.
- C) In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.

2.2.4 Sub-Contracting

- A) It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from r10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.
- B) A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contracted activities or work.
- C) A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

2.2.5 Ownership

In accordance with the provisions of the defence sector code, it is a requirement of Armscor that all suppliers that do business with Armscor should achieve at least 35% black equity ownership and will be included as a bid condition where applicable.

2.2.6 Verification of bidders information

The Armscor Transformation Division reserves the right to require a bidder and/or its sub-contractor(s) to substantiate any claim at any stage in the bidding process to verify and confirm the specific goals claim of the bidder and/or its sub-contractor(s).

Fronting means a deliberate circumvention or attempted circumvention of the B-BBEE Act and the Codes. Fronting commonly involves reliance on data or claims of compliance based on misrepresentations of facts, whether made by the party claiming compliance or by any other person.

Kindly note that any misrepresentations of facts will lead to disqualification of bid and also further steps be taken to recover the loss where applicable and list the company and its directors in the list of restricted bidders from doing business with the State with National Treasury,

B-BBEE DECLARATION**1. Confirmation of the Bidder's Turnover**

Name of the Bidder		
Registration Number		
Financial Year End		
Turnover (As at the latest financial year end)	R	Period Starting (Day, Month, Year)
		Period Ending (Day, Month, Year)

2. Confirmation of Subcontractors involved in the execution of the order:

Bidder	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
Subcontractors	% Black Ownership	B-BBEE Status	% Value to be Contracted
1.			
2.			
3.			

*Percentages of the bid value which will be subcontracted including main contractor must add up to 100%.

3. Confirmation of Suppliers involved in the execution of the order:

Supplier's name	% Black Ownership	B-BBEE status	% Value to be Supplied
1.			
2.			
3.			
4.			
5.			

I, the undersigned, am duly authorised to certify on behalf of the abovementioned entity that the information contained herein above is true and correct.

AUTHORISED SIGNATURE:

.....

.....

Date:

.....

Name in block letters

.....

Capacity

DEFENCE SECTOR B-BBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>

Definition of "Black Designated Groups	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>
--	--

3. I hereby declare under Oath that:

- a) The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- a) The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- b) The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- c) Black Designated Group Owned % Breakdown as per the definition stated above:
 - i) Black Youth % = _____%
 - ii) Black people living with disabilities % = _____%
 - iii) Black Unemployed % = _____%
 - iv) Black People living in Rural areas % = _____%
 - v) Black Military Veterans % = _____%
- d) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less.

100% Black Owned	Level One (135% B-BBEE procurement recognition)	<input type="checkbox"/>
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	<input type="checkbox"/>
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	<input type="checkbox"/>

- | | |
|---------------------------|---|
| Commissioner of Oaths | Deponent |
| Credentials and Signature |

Signature |
| Date | Date |

DEFENCE SECTOR B-BBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
Definition of “Black Designated Groups	<p>“Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined</p>

	in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”
--	---

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

3. I hereby declare under Oath that:

- a) The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- e) The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- f) The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- g) Black Designated Group Owned % Breakdown as per the definition stated above:
 - i) Black Youth % = _____%
 - ii) Black people living with disabilities % = _____%
 - iii) Black Unemployed % = _____%
 - iv) Black People living in Rural areas % = _____%
 - v) Black Military Veterans % = _____%
- h) Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R5,000,000.00 (Five Million Rands) to R50,000,000.00 (Fifty Million Rands)

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	<input type="checkbox"/>
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	<input type="checkbox"/>

4. I know and understand the contents of this affidavit and I have no objection to

ANNEXURE 2 TO KD24

take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

SARS: TAX COMPLIANCE STATUS

NOTE: It is a condition of bids that the successful bidder **MUST** be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. **FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD25.**

1. In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
3. The Tax compliance PIN letter shall be submitted with the bids, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the bidder.
4. In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
5. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bids.
6. Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

NOTE: Armscor Suppliers/ Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	RFB No: ARMD/2025/19	CLOSING DATE:	23/03/2026	CLOSING TIME:	11:00 am
DESCRIPTION	WASTE SORTING, COLLECTION, TRANSPORTATION , SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :

ARMSCOR Dockyard Tender box, Colepoint security, Colepoint road, Simonstown

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	DockyardBid-Enquiries	CONTACT PERSON	DockyardBid-Enquiries
TELEPHONE NUMBER	021 787 3149	TELEPHONE NUMBER	021 787 3149
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	DockyardBid-Enquiries@armscor.co.za	E-MAIL ADDRESS	DockyardBid-Enquiries@armscor.co.za

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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--	--	--

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE	

STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.
--

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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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 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:

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.

3. 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

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.

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

.....

4. **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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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

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; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.7 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

ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED (ARMSCOR)

INTELLECTUAL PROPERTY REQUIREMENTS

1. INTRODUCTION

4.1 What is Intellectual Property?

Intellectual Property (or “IP”) means the result or outcome of human creative effort as typically, but not exclusively, manifested and embodied in or taking the form of data items or documents.

IP typically includes design and mental activities, e.g.:

- a) Bills of Material (BOM's)
- b) Instructions,
- c) Reports,
- d) Specifications,
- e) Interface designs,
- f) Manufacturing processes,
- g) Material Specifications,
- h) Processes,
- i) Product designs,
- j) Re-engineering (maintenance/obsolescence),
- k) Software,
- l) Algorithms,
- m) Source Codes,
- n) System/integration designs,
- o) Test and Evaluation Methods, etc.

IP typically excludes Project Management activities and Hardware created/built according to a design or following a “recipe”.

4.2 How is IP manifested?

IP is typically manifested and embodied in Data Items or Documents.

“Data items or Documents” means any recorded information, however recorded, including but not limited to books, manuscripts, reports, studies, algorithms, computer software, invention descriptions, registered patents, drawings, designs, plans, analyses, calculations, standards, data packs, process documents, instructions, specifications, mathematical or simulation models, compositions, photographs, video recordings, audio recordings, reports, holographic recordings, trademarks, graphical images, etc.

NOTE:

- The document itself is not IP
- The contents of a document represent IP
- The document becomes the tangible and recordable carrier of IP

4.3 What is Background IP?

For definition, refer to A-STD-0020 “Armcor General Conditions of Contract”. “Background IP” belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

4.4 What is Historic IP?

“Historic IP” is existing IP which was created previously, and which may serve as a basis from which to develop new Foreground IP.

4.5 What is Foreground IP?

For definition, refer to A-STD-0020 “Armcor General Conditions of Contract”. “Foreground IP” is new intellectual property that is created during the execution of the order.

4.6 When is IP Shared or Jointly Owned or Co-owned?

For the definition, refer to A-STD-0020 “Armcor General Conditions of Contract”.

“Shared” or “Jointly Owned” or “Co-owned” IP is IP which belongs to both the DOD and a contractor, because both contributed to the cost of generation thereof. Ownership is typically (and preferably) proportional to contribution.

Historic and Foreground IP may be either

- a) Wholly owned by the DOD; or
- b) Shared or Jointly Owned or Co-owned between DOD or the contractor

5. IP RECORDAL REQUIREMENTS

It is a requirement that prospective suppliers provide all information about applicable Intellectual Property (IP) to the bid. Armcor will record the information on their IP System that will generate a Statement of IP which will be appended to the order. The Statement of IP will serve as a contractual agreement between Armcor and the contractor in so far as IP related matters are concerned.

The recordal requirements are further described herein and broken down to an appropriate level, as follows:

5.1 Background IP Utilised

For each Background IP Item that will be modified or utilised to generate Foreground IP in the execution of the quoted scope of work, provide the following details:

- a) Short IP description
- b) Original Supplier
- c) Cost of Establishment (If available)

5.2 Historic IP Utilised

For each Historical IP item that will be modified or is required as a prerequisite in the execution of the quoted scope of work, provide the following details:

- a) Armscor IP Number (if available)
- b) Short IP description
- c) The next information is to be provided per order, on which Historic IP was established:
 - i) Order Number on which Historic IP was generated
 - ii) Master record index (MRI) reference
 - iii) Original Supplier
 - iv) Cost of Establishment
 - v) Percentage Ownership (DOD)
 - vi) Associated Milestone / Line item on the order under which the IP was established

5.3 Foreground IP to be generated

For each new Foreground IP item that will be generated in the execution of the quoted scope of work, provide the following details:

- a) IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- b) Short IP description
- c) Master record index (MRI) reference with version and date
- d) Original Supplier
- e) Cost of Establishment
- f) Percentage Ownership (DOD)
- g) Associated Milestone / Line item on the order under which the IP will be established.

NOTE: 1 The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to proper manage such IP;

NOTE: 2 To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet

from Armscor's web site. After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

6. SAFEGUARDING OF IP

6.1 IP Agreement

The IP agreement which will be embodied in the Statement of IP will be concluded with the main contractor in the name of the main contractor and will apply to the creating sub-contractor(s), who will remain the design authority for his particular IP.

6.2 Management and Safeguarding of IP

The main contractor will be responsible for the management of IP he generated during the execution of the order, as well as the management of IP generated by his sub-contractors. Upon completion of the project or order, the relevant IP will be formally transferred to the main contractor, who will then be responsible for the continued management of such IP.

The main contractor will be responsible for proper safeguarding and configuration control of IP, including off-site back-ups, as further described in various other Armscor documents, e.g. A-STD-0020 "Armscor General Conditions of Contract, K-STD-61 "Armscor Standard for Technical Contract Conditions", A-WI-014 "Armscor Security Instruction" and other documents that may be applicable.

6.3 IP Delivery

Notwithstanding 3.2 above, upon completion of the order, the main contractor will deliver all data items or documents relating to the IP generated during the execution of the order to Armscor ADAC Department.

6.4 IP Audits

Armscor is by law required to conduct an IP or intangible asset audit of all existing DOD IP every financial year. The main contractor will cooperate with Armscor's Intellectual Property Management Division and the Auditor General during the audit period and will make available all relevant information required to conduct the audit.

7. COMPLETION OF THE IP INFORMATION BY MEANS OF THE ELECTRONIC FORM

7.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website

(www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

- a) “Background IP” provides a form to capture all background IP information
- b) “Historic IP” provides a form to capture all historic IP information.
- c) “Foreground IP” provides a form to capture all foreground IP information.

7.2 Electronic Form Definitions

The column definitions as provided in the forms are as follows:

IP Description	An abridged description of the IP Item.
Original Supplier	The name of the supplier at which the IP item exists or was established.
Establishment Cost	The amount paid by Armscor to establish the IP Item (including VAT).
MRI Reference	The Master Record Index (MRI) or other document reference that uniquely describe the IP.
DOD Shareholding	The percentage of the IP that belongs to the DOD through Armscor
Associated Milestone/Item	The contractual milestone or item, which when completed, will define the point in time at which the IP will be established.

8. INTELLECTUAL PROPERTY QUESTIONNAIRE

I/We, the undersigned, who warrant that I/we am/are duly authorised to do so on behalf of the firm certify that the following information is correct and complete in terms of Intellectual Property relevant to the offered scope of work. (Please mark the relevant answer)

Will Background IP be applicable during the execution of the quoted scope of work? Yes No
☐ ☐

If yes, state particulars by completing the 'Background IP' worksheet. Indicate each IP item as a separate line.

Will Historic IP be utilised and/or is it required as a prerequisite to execute the quoted scope of work? Yes No
☐ ☐

If yes, state particulars by completing the 'Historic IP' worksheet for each IP item. Indicate each IP item as a separate line;

Will any of these Historic IP items be enhanced during the execution of the quoted scope of work? Yes No
☐ ☐

If yes, also complete the 'Foreground IP' worksheet for those IP items

Will new Foreground IP be generated during the execution of the quoted scope of work? Yes No
☐ ☐

If yes, state particulars by completing the 'Foreground IP' worksheet for each IP item. Indicate each IP item as a separate line.

This completed form, along with all additional information, as requested above where relevant, populated on the KD27 Spreadsheet, have to be attached to the bid.

WITNESSES:

- 1
- 2

SIGNATURES OF BIDDER(S)

.....
DATE:

ADDRESS:

.....

.....



RFB NUMBER: ARMD/2025/19

WASTE SORTING, COLLECTION, TRANSPORTATION, SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS

SUMMARY: THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR WASTE SORTING, COLLECTION, TRANSPORTATION, SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS

Document Issue nr.: 01

AMENDMENT HISTORY		
DOCUMENT ISSUE	DATE	CHECKED BY

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01 (Master Copy)	Mr J Relihan Armscor Dockyard Procurement Secretariat

DEFINITIONS

The following non-standard terms have been used in this document, which are explained as follows:

Client	ARMSCOR Dockyard
Contractor/service provider	The company contracted by ARMSCOR to supply as per Specification
RFB	Request For Bid

INTRODUCTION

1.1 INSTRUCTION TO BIDDER

The Bidder must strictly adhere to the requirements stipulated in this Request for Bid (RFB). The onus rests on the Bidder to submit an unambiguous bid in order to enable Armscor to carry out a transparent and fair bid evaluation.

1.2 SCOPE

The scope of this RFB covers the requirement to appoint a service provider to provide the services for sorting, collection, transportation and safe disposal of general, industrial waste from the Armscor Dockyard in Simonstown for a period of 36 months.

2 DOCUMENTS

Armscor documents are available on the Armscor Website <https://www.armscor.co.za/> the following documents are applicable to this RFB to the extent specified herein:

2.1 APPLICABLE DOCUMENTS

No	Document No	Title
1.	A-PROC-9053	Supplier Sourcing Procedure Issue 001
2.	A-DOC-9046	Terms of Reference for the Bid Specification Committee issue 2
3.	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee issue 2
4.	A-POL-9009	SCM Preferential Procurement Policy
5.	A-PRAC-4011	Practice For Transformation In Armscor, Issue 8.
6.	Signed User Requirement Statement dated 03 December 2025	URS for the appointment of a service provider to provide waste sorting, collection, transportation, safe disposal and recycling of industrial waste from the Armscor Dockyard in Simonstown for a period of 36 months .
7.	OHS Act	Occupational Health and Safety Act no. 85 of 1993 and Regulations
8.	Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations
9.	PPPFA Regulation of 2022	Preferential Procurement Practise Regulations of 2022.
10.	A-STD-0010	Rules Applicable to Prospective Contractors
11.	A-STD-0020	Armscor's General Conditions of Contract

2.2 REFERENCE DOCUMENTS

No	Document No	Title
1.	AA-GUID-1014	Critical Criteria Guideline
2.	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) & Regulations
3.	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
4.	NEM: WA 59 of 2008	National Environmental Management Waste Act
5.	NEMA: 107 OF 1998	National Environmental Management Act
6.	PPPFA Regulations of 2017	Preferential Procurement Regulations, 2017

3 BID REQUIREMENTS

3.1 GENERAL

The bid shall address each and every requirement of the RFB in a comprehensive and logical way. The following information and communication are to be observed:

a) **Armcor Registration**

In order to qualify as a potential supplier, prospective Bidders must be registered with Armcor as a supplier. Bidders that are not registered shall undertake to register before the bid submission closing date. Registration must take place prior to any contract placement.

b) **Communication**

- a. All communication with Armcor shall be made to: The Procurement Division, **E-mail address:** DockyardBid-Enquiries@armcor.co.za.
- b. The Bidder shall appoint a single person for communication with Armcor. Communication shall not take place via an agent or representative other than a fulltime employee of the Bidder.
- c. All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.
- d. No direct contact or communication with Armcor or the Department of Defence personnel shall be allowed, unless through formally arranged meetings or briefing sessions if and when required by the prospective Bidders.

c) Submission of Bids

Partial Bids: Armscor shall only consider a bid for the total requirement. Partial bids shall not be considered.

d) **Validity of Bids**

The validity of the bid shall be one hundred and twenty (120) days after the tender closing date.

e) Confidentiality of Information

The information contained in this RFB, as well as the response received shall be treated as "Company Confidential" between Armscor and the Bidder submitting the response. The receiver of this RFB may not disclose any information in connection with this RFB to the media or any third party, or allow information to be disclosed without prior written approval of Armscor. The potential Bidder shall ensure that any confidentiality arrangements between themselves and Armscor apply *mutatis mutandis* to partners and/or subcontractors or agents of the Bidder.

f) Submission of Offer Documentation

The original offer and two (2) copies thereof together with any supporting documentation such as brochures, handbooks and drawings shall be submitted to Armscor. The original must be marked as the original and each copy must be marked with a copy number. The original shall take precedence over any copy in the event of discrepancies.

3.2 MINIMUM REQUIREMENTS

The following is the minimum prescribed requirements of the bid:

g) Covering Letter

The covering letter shall give a brief introduction to the bid and briefly summarise the implementation methodology, time-scale and the total cost. The letter shall also state any other aspects the Bidder deems necessary and important. The Bidder shall use the company's official letterhead when providing the covering letter.

h) **Forms to Be Completed**

The following forms shall be completed by the Bidder and submitted as part of the bid:

- Commercial Bid: All Armscor KD forms as per Armscor Procurement Secretariat requirements.
- Annexure B – OSHACT Agreement

- 3.2.3 The Bidder shall **demonstrate**, as part of their bid and with the necessary **evidence**, that they have the necessary resources and appropriate expertise to supply the product should he be awarded the contract.

Note: ARMSCOR Dockyard retains the right to perform an audit to confirm the integrity of the content of the bids received.

3.3 REGISTRATION OF E-PORTAL BIDS

In the case where potential bidders have downloaded the bid documents or obtained it from a party that downloaded it from the E-portal or any other bid notification service

provider, they are requested to inform the following:

E-mail address: DockyardBid-Enquiries@armscor.co.za.

By doing so, they will ensure that they are captured on the list of potential bidders and receive tender related correspondence such as bidders briefing minutes etc. Failure to register as such may invalid the bidders bid as their bid may exclude updated information issued by means of Bidders briefing minutes or updates.

3.4 BIDDERS CONFERENCE

A NON - COMPULSORY bidder's conference shall be held at Armscor Dockyard, Simon's Town on 10/03/2026 at 11:00 am. Potential bidders are required to RSVP with **E-mail address:** DockyardBid-Enquiries@armscor.co.za, no later than 09/03/2026.

3.5 MANDATORY REQUIREMENTS

i) Tax Clearance Certificate Requirements

It is a condition of bid that the successful bidder must be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations (Not applicable to foreign companies).

- a. In order to meet this requirement, the bidder is required to access SARS e- filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit offers.
- b. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
- c. The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the supplier.
- d. In bids where Consortia /Joint Ventures are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- e. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.
- f. Tax compliance is done via e-filing on the SARS website **www.sars.gov.za**
- g. Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

NOTE: Armscor Suppliers/ Bidders and Subcontractors must remain tax compliant for the duration of their contracts.

4 BID EVALUATION

4.1 BID EVALUATION PROCESS

Received bids will be evaluated in 3-stages.

Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC 9046 and A-PROC-9053.

The bids will be evaluated against the evaluation criteria that are reflected in this RFB. Failure by a bidder to comply with any of the single critical criterion will result in immediate elimination from the evaluation process.

STAGE 1	CRITICAL CRITERIA
STAGE 2	SPECIFIC GOALS
STAGE 3	PREFERENCE POINT SYSTEM (PPS) (80 PRICE / 20 SEPCIFIC GOALS)

4.2 AWARDING OF BIDS

- a. The awarding of bids will be in terms Preference Point System (PPS). All bids meeting the stated critical criteria will be evaluated in terms of the following PPS:
- b. The applicable PPS points are:

Price: 80 points
Specific Goals: 20 points

4.3 STAGE 1: CRITICAL CRITERIA

Should the bidder fail to comply with any one of the critical criteria, the bid will be eliminated from the evaluation process resulting in it not being eligible for the awarding of a bid.

Criterion 1: Accreditation	
<u>Requirement:</u> The Bidder shall be in possession of an accreditation from the City of Cape Town for Waste Management Services.	<u>Compliance Evidence:</u> a) The bidder shall submit a valid copy of the Accreditation certificate issued by the City of Cape Town showing that the bidder is an Accredited Service provider for Transport of General and Hazardous Waste.

Criterion 2: Relevant Waste Management experience	
<u>Requirement:</u> The Bidder shall have experience in Waste Management and must have managed a waste management contract/s for a minimum of 2 years within the last 10 years.	<u>Compliance Evidence:</u> The bidder shall submit (a) Signed reference letter of their previous/current clients indicating a minimum of 2 years of experience. The reference letter shall be written on the client letter-head with contact details and confirming: <ol style="list-style-type: none">i. Name of the bidder.ii. Project description with specific reference to "Waste Management"

4.4 STAGE 2: SPECIFIC GOALS

- a) Bids that comply with all the critical criteria shall be further evaluated in terms of the Specific Goals.
- b) The Specific Goal applicable for this RFB is **Table: 1 Targeted Procurement**

Table 1. Specific Goals for Targeted Procurement

No	Specific Goals for Targeted Procurement	Points for 80/20 PPS
RDP Programme: Promotion of SMMEs		
1	EME or QSE entities which are at least 51% owned by black people	4 points
2	EME or QSE entities which are at least 51% owned by black women	4 points
3	EME or QSE entities which are at least 51% owned by black youth	4 points
4	EME or QSE entities which are at least 51% owned by black military veterans	4 points
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	4 points
Total Points Per PPS		20 points

Compliance Evidence:

1. The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.
2. Should the bidder fail to submit the evidence above, then the bidder shall score no points for PPS.

4.5 STAGE 3: PREFERENCE POINT SYSTEM

Each bid that complies with all the critical criteria that have been set for the RFB shall be further evaluated in term of the 80 / 20 Preference Point System (PPS). A maximum of 80 points shall be awarded for Price and a maximum of 20 points shall be awarded for Specific Goals.

The bid shall be awarded to the bidder which scores the highest points in terms of 80 / 20 PPS.

The applicable PPS points are:

Price:	80 points
Specific goals:	20 points

4.6 SPECIAL REQUIREMENTS

a) Black equity ownership

- i. Minimum Black Equity Ownership of 35%: The Bidder shall at least have a 35% Black Equity Ownership.
- ii. The bidder shall either submit a valid BEE Certificate (BBBEE certificate issued by SANAS accredited verification agency), CIPC BBBEE certificate or a completed BBBEE Sworn Affidavit as proof of compliance.
- iii. Note for Joint Ventures: If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

4.7 ADDITIONAL CONDITIONS

In addition to Armscor's General Conditions of Contract: A-STD-0020, the successful bidder shall comply with conditions specified in:

- a) Integrated Waste Management Policy City of Cape Town.
- b) User Requirement Specification, as specified in Annexure A

5 REQUIREMENT STATEMENT

5.1 INTRODUCTION

This section provides the necessary information on the Specification for this contract.

5.2 PURPOSE

The purpose of this document is to outline the user requirements specifications to comply with the legislation and City of Cape Town Integrated Waste Management (IWM) Policy. This is to the effect of appointing an accredited Waste Management Service provider which will focus on waste sorting, collection, recycling, transportation and disposal in permitted facilities.

This service is required at the Naval Base Simon's Town Dockyard, in the Western Cape for a period of 36 months.

5.3 BACKGROUND

The service provider must deliver on the mandate of sorting, collection, transportation, disposal or recycling of general, hazardous and industrial waste streams with a focus on waste reduction for a period of three years. The successful service provider shall provide all equipment, i.e. skips, containers, transportable flow bins, vehicles for transportation as well as three persons on site who will assist with the sorting of refuse on a full time basis. The successful service provider must be able to provide recycling, strategy and a waste management minimization plan through the use of effective and efficient management practices and technological advancements. The successful service provider must be able to display cost savings and efficiencies that can be brought to waste management

5.4 SPECIFICATION

See Attached:

ANNEXURE A – SPECIFICATION: WASTE SORTING, COLLECTION, TRANSPORTATION AND SAFE DISPOSAL OR RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS.

SECTION 2

A - ADDITIONAL CONDITIONS

1. ACCESS TO THE PREMISES

The Client shall grant the Contractor and/or his employees the necessary access at all reasonable times, in order to meet the obligations in terms of this Agreement, subject, however, to the Client's security arrangements. Access to the Client's premises may be refused under appropriate circumstances.

2. SECURITY

- 2.1 The Contractor shall be subject to the security rules and regulations as in place on any Client property he enters. These regulations shall be in line with Department of Defence unit security regulations. This includes controlled access through a security gate and prohibition of carrying photographic equipment (including cell phones with cameras), firearms, explosives, unlawful narcotics, etc. onto client property.
- 2.2 While on any Client property, the Contractor employees and vehicles may at all times be subjected to security searches by the security forces.
- 2.3 Transgression of any security rules and regulations can lead to detention by security and subsequent prosecution.

3. SAFETY

- 3.1 While on client property related to this contract, the contractor shall be responsible for the safety of his employees.
- 3.2 Should any of the contractor's employees sustain an injury, while on client property, through the contractor's action, the contractor shall be responsible for rendering medical attention.
- 3.3 The contractor enters client property at own risk. Treatment for any injury sustained by contractor's employee, caused by client action, but not due to negligence or malicious intent on the part of the client, shall be the responsibility of the contractor.

- 3.4 In any case, the client can, according to its discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to its discretion, charge the contractor for such service rendered.
- 3.5 The signed ***Annexure B, OSHACT AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 (AS AMENDED)***, as submitted by the contractor as part of his tender, shall become a binding agreement between the contractor and the client on award of the contract.

4. IDENTIFICATION

The Contractor shall at all times, on site, positively identify all his employees and subcontractors by visually standardized dress/overalls and conspicuously attaching workers' respective name tags thereto.

5. CONTRACTOR'S STATUS AND RESPONSIBILITIES

- 5.1 The contractor shall not permit any worker to perform any task for which such worker has not been trained.
- 5.2 Under no circumstances may the contractor's employees' litter, roam, sleep or prepare food on site, unless otherwise arranged and agreed to by the client.
- 5.3 Under no circumstances may the contractor's employees accept tasks (with or without payment) from the client's personnel or any other instruction/request that is not part of this contract.
- 5.4 The contractor shall see to it that his employees do not interfere in any way with the client's employees or with occupants of the premises.
- 5.5 The contractor shall comply with the client's security requirements.
- 5.6 The contractor shall not damage the property of the client or his employees.
- 5.7 The contractor shall leave all areas where work has been executed in a clean and neat condition.

- 5.8 The contractor shall not erect any signs or advertisements on site.
- 5.9 The contractor shall not unreasonably encumber the site with his materials and equipment, and shall make such provisions and carry out his operations in such a manner that will permit continuous, safe traffic and pedestrian circulation, and he shall provide and maintain safe access to all buildings within the work boundaries.
- 5.10 The contractor shall confine his equipment, tools, and the operations of his employees as indicated by the client and within the limits of statutory requirements.

6 ADVERSE CONDITIONS AND DEFECTS

- 6.1 The Contractor shall report in writing to the Client any adverse conditions prior to delivery, which may adversely affect delivery.
- 6.2 The Contractor shall not commence or continue with delivery until such adverse conditions have been investigated and corrected, unless otherwise instructed in writing by the Client.

ANNEXURE A: STATEMENT OF WORK



**USER REQUIREMENT STATEMENT
WASTE SORTING, COLLECTION, TRANSPORTATION, SAFE DISPOSAL AND
RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN
SIMONSTOWN FOR A PERIOD OF 36 MONTHS.**

SUMMARY: THIS DOCUMENT ESTABLISHES THE USER REQUIREMENT STATEMENT FOR COLLECTION, TRANSPORTATION, SAFE DISPOSAL AND RECYCLING OF INDUSTRIAL WASTE FROM THE ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36 MONTHS.

DATE OF ORIGINAL ISSUE: 03 DECEMBER 2025

1. Introduction

Armcor Dockyard is responsible for the maintenance and refit of the South African NAVY vessels in Simonstown. The Dockyard hosts a number of workshops including a Dry Dock and Synchrolift facilities which generates different waste streams through their activities.

In line with ***the Cradle to Grave principle***, it is the responsibility of the Dockyard to ensure that waste management is handled in a manner that does not have any adverse impact on the environment.

It is intention of Dockyard to appoint a reputable waste management service provider for waste management of the different waste streams generated at the Dockyard.

2. Purpose

The purpose of this document is to outline the user requirements specifications to comply with the legislation and City of Cape Town Integrated Waste Management (IWM) Policy. This is to the effect of appointing an accredited Waste Management Service provider which will focus on waste sorting, collection, recycling, transportation and disposal in permitted facilities.

This service is required at the Naval Base Simon's Town Dockyard, in the Western Cape for a period of 36 months.

3. Definitions/Explanations

Disposal	Means the burial, deposit, incineration, discharge, abandoning, dumping, placing or release of any waste.
Domestic waste	Means waste, excluding hazardous waste that emanates from premises that are used wholly or mainly for residential, educational, health care, sport, or recreation purpose.
General Waste	Means waste that does not pose an immediate hazard or threat to health or to the environment, and includes- (a) domestic waste; (b) building and demolition waste; (c) business waste; and (d) inert waste
Green Men	An Armcor individual responsible for transporting waste from areas around the Dockyard to the temporary storage areas.
Hazardous Waste	Means waste which can, even in low concentrations, have a significant adverse effect on public health and/or the environment because of its inherent chemical and physical.

	characteristics such as toxic, ignitable, corrosive, carcinogenic or other properties;. Asbestos, Fluorescent Tubes, oil, paint and other chemicals.
landfill site	Means premises or an area specifically set aside for the disposal of refuse, and which has been approved and accepted by Council, and which has been registered in accordance with the Environmental Conservation Act (Act 73 of 1989) as amended
Marine Waste	Waste which includes: sea shells, barnacles etc.
PPE	Any material issued to an employee as personal protective equipment
Transfer Area	It is a temporary storage area where waste collected from workshops by the Green Man is stored for temporarily for a period less than 90 days before the disposal by the service provider.
Waste	Means any substance, whether that substance can be reduced, re-used, recycled, and recovered. (a) that is surplus, unwanted, rejected, discarded, abandoned or disposed of; (b) which the generator has no further use of for the purposes of production; (c) that must be treated or disposed of; or (d) that is identified as a waste by the Minister by notice in the Gazette, and includes waste generated by the mining, medical or other sector, but-(i) a by-product is not considered waste; and (ii) any portion of waste, once re-used, recycled and recovered, ceases to be waste
Waste disposal facility	Means any site or premise used for the accumulation and processing of waste with the purpose of disposing of that waste at that site or on that premises.
Waste Management Contractor	A service provider monitoring and managing all Armscor Dockyard waste and is done on a contract basis.

4. Waste Generation and Temporary Storage

- a) Armscor Dockyard is registered with the Western Cape Government Environmental Affairs and Development Planning as a Hazardous Waste Generator and reports to Integrated Pollutant Waste Inventory System (IPWIS).
- b) Armscor Dockyard generates waste in kitchen areas, workshops operating areas, offices, vessels, Drydock and Synchrolift.
- c) To prevent mixing of waste from their generation points, coloured and labelled wheelie bins are used for temporary storage.

- d) The Armscor Green Man collects bins once a week from the generating points to the transfer area.
- e) Hazardous waste (liquid) transferred from the workshops (e.g laboratory) by the Green men will be accompanied by a waste declaration profile sheet (SDS) to the waste transfer area.
- f) Armscor Dockyard have distinguished and identified various bins for:
 - i. Recyclable and non - recyclable waste
 - ii. Hazardous waste
 - iii. General waste

4.1. Internal waste principles

- a) No person is authorized to store waste, even if temporary in an area not identified for waste.
- b) No person is allowed to throw waste on areas not designated for waste.
- c) No littering is permitted around Dockyard facilities.
- d) No burning of waste is permitted
- e) Contact the Green Man whenever waste is full in and around work areas, to avoid waste overflow.

4.2. Waste Management Service provider - Exclusion

- a) Medical waste is disposed through the clinic contract, therefore, not included within this specification.
- b) A separate contract exists for the management of sanitary waste at the Dockyard; therefore, it is excluded in this contract.

5. Requirement Details

5.1. General duties of the successful waste management service provider:

- a) Service provider must deliver on the mandate of waste reduction, sorting, collection, transportation, disposal, recycling of general and hazardous waste.
- b) Service provider to provide equipment such as skips, transportable bowlers, containers, vehicles for transportation.
- c) The successful service provider must be able to provide a Waste Management Plan that must display cost savings and efficiencies that can be brought to waste management.
- d) The successful service provider will perform all tasks in strict compliance to the National Environmental Management: Waste Act 59 of 2008 (NEM: Waste Act), Provincial and Municipality By-Laws, and all applicable legislation and Industry standards pertaining to waste management including all relevant amendments thereafter.

- e) Through sorting of waste into various categories, the service provider must develop a waste management information system to track on a monthly basis the volumes from the various waste streams generated, the volume of disposable and recyclables and how much of waste was reduced (Statistics).
- f) Personnel must be trained to deal with spillages and be well educated about the risks associated with specific waste risk.
- g) Armscor provides Spill kits which are readily available in case of any accidental spillages. The service provider is to keep a spill register at the waste yard.
- h) Demand and supplied waste skips, transportable bowsters, where waste is stored, must be intact and not corroded or in any other condition rendered unfit for the safe storage of waste.
- i) Armscor Dockyard has bowsters for liquid waste storage, thus the service provider will be required to pump the waste into their mobile bowsters for transporting to the disposal site.
- j) Broken/damaged skips must be replaced within a week, or a reasonable time frame as agreed with Armscor Dockyard.
- k) Armscor Dockyard does not allow any personnel including staff members to remove any items for the reasons of personal use, selling, or make it available to any other person.
- l) The waste manifest/removal permit shall indicate what type of waste has been taken offsite confirmed by three signatories (Generator, transporter, disposal authority).
- m) In a case of mixed waste, and the composition cannot be determined, the majority of a particular waste stream or container shall be used to quantify the total contents.
- n) The Green man along with the SHE office will assist in identifying waste to be removed
- o) Provision of two (2) personnel to be based on site on a full-time basis for waste sorting, disposal and recycling further ensuring areas surrounding waste receptacles is cleaned and free of spills. (Attendance record to be kept onsite with the SHE File to be audited by SHE office).

5.2. Service Schedule

The service provider must provide the service for 5-day work weeks. Public holidays and weekends are excluded.

- a) Personnel must provide their own Personal Protective Equipment and wear it at all times, this includes but not limited to: overalls, safety shoes, gloves, respiratory mask and safety goggles to prevent skin and eye contact. Protective equipment must be cleaned and periodically replaced to maintain its effectiveness.
- b) Normal working hours for the Dockyard:
Monday-Thursday 07:15 – 16:30
Fridays 07:15-12:15.

5.3. Service Provider Compliance

All necessary documentation, licenses and permits must be obtained and updated from the service provider with copies to the SHEQ Division.

- a) The service provider shall comply with all SHE Safety File requirements (**See ANNEXURE C**)
- b) Valid authorization to collect, transport waste and disposal must be provided.
- c) Evidence of appropriate management practices (plan to separate recycle and non - recyclable material), waste minimization plan, used equipment and training).
- d) Audit reports and proof of corrective action for their disposal facilities.
- e) Safety Data Sheet for chemicals used to clean and sanitization.
- f) Valid copies of license and/or permit [Waste License (Disposal License); Water Use License; Atmospheric Emission License] etc.

5.4. Waste contractor management Reporting

- a) Waste manifests and safe disposal certificates shall have three (3) signatures:
 - i. waste generator (Armcor personnel),
 - ii. Waste transporter and
 - iii. disposal (area) which will stipulate the waste type.

Thus, Armcor personnel to ensure the type of waste taken offsite is recorded.

- b) The safe disposal certificate shall be provided to SHE office upon disposal of waste to facilitate Armcor's IPWIS reporting.
- c) Monthly reporting with statistics to SHE Office with correct categorization of waste stream for waste recycled and that taken to the landfill site.

5.5. Temporary Storage of waste

Monitoring of waste at the transfer area for temporary storage, the service provide must take all necessary steps to ensure that:

- a) Sufficient measures are taken to prevent accidental spillage or leaking into the stormwater channels.
- b) Waste cannot be blown away from storage containers.
- c) Irritation such as odour, visual impacts and breeding of vectors do not arise.
- d) Pollution of the environment and harm to health are prevented always.
- e) All areas surrounding skips are to be cleaned of all debris and vegetation.

5.6. Transportation of waste

It is the duty of person transporting waste to:

- a) Take all responsible steps to prevent spillage and littering from occurring while transporting waste to waste control facilities.
- b) Ensure that waste is disposed of at an approved and authorized waste control facilities.
- c) Driver must ensure that they obtain a written confirmation that waste has been accepted.
- d) Ensure that hazardous waste is always accompanied by safety data sheets.

5.7. Recycled Waste

- a) Waste streams are separated on a daily basis and collected on site by the service provider as and when required, **where rebate will be paid into Armscor Account.**
- b) The recyclable items are listed in **tables below.**

5.8. Waste Disposal

The following information in accordance with NEM: Waste Act 59 of 2008 shall be provided by the service provider for disposing waste:

- a) Name and geographical location of disposal site or recycling site
- b) Valid registration/ Permit/ License for disposal/ recycling of that particular waste
- c) Disposal/ recycling site type (i.e., general or hazardous)
- d) Access control
- e) Method of landfilling (e.g., trench system or wet weather cell for general waste, delisting of hazardous waste or co-disposal for hazardous waste)
- f) Rehabilitation Plans
- g) Plans for extending/ closing the disposal site if any

Below indicates list of waste types to be sorted, transported and recycled and disposed from Armscor Dockyard for a period of 36 months.

YEAR 01					
Item	Description	Disposal Method			Waste Profile
		Recycle	Reuse	Landfil	
101	Grey/Oily water/ Bilge water	X		X	Sample Available
103	Acids	X		X	SDS
104	Solvents	X		X	SDS
105	Coolants	X		X	SDS
106	Old Tile Porcelain powder			X	Old unused porcelain powder, SDS available
107	Ferrous Metals	X			N/A
108	Non-Ferrous Metals (Copper/Lead)	X			N/A
109	General Waste	X	X	X	Domestic waste
110	Blasting Grit			X	Sand blasting gritt from rust and paint blasting on vessels (SDS available)
111	Marine Waste			X	Barnicles, sea shells
112	Foundry Silica Sand			X	SDS available
113	Hazardous Waste			X	Mixed Hazardous
114	Fluorescent Tubes	X		X	N/A
115	Soda Solvay			X	Old unused soda solvay, SDS available

MISSCELLANEOUS (PLEASE COMPLETE THE COSTING FOR ALL THE BELOW ELEMENTS IN KD-17 PRICE SCHEDULE – ANNEXURE D)

		Rate of Disposal Estimated Disposal Quantity per year
M101	To transport and dispose bowser/flow bins (on demand) for grey/oily water	1 000L (x80)
M102	To transport and dispose of acids	25L (x3)
M103	To transport and dispose of solvents	25L (x3)
M104	To transport and dispose of coolants	25L (x3)
M105	To place, transport and dispose a 30m3 skip of General Waste	6 skips
M106	To place, transport and dispose 10m3 of blasting grit	4 skips
M107	To place, transport and dispose of the 10m3 of soda solvay powder waste skips	4 skips
M108	To place, transport and dispose of the 6m3 of old unused Porcelain powder	1 skip
M109	To place, transport and dispose of the 10m3 marine waste (barnicles	2 skips
M110	To place, transport and dispose of the 10m3 silica sand	2 skips
M111	To place, transport and dispose a 15 m3 skip	7 skips
M112	To supply appropriate containment and ensure safe disposal of the fluorescent tubes per 50kg disposed.	50kg x 5

M113	Provide 2 (two) persons working on site	12 Months
Recyclables – Year 1 Note: Rebate from recyclables to be paid into Armscor Account.		
M114	To place, transport and dispose/recycle 10m3 skip of ferrous metals on demand	3 skips
M115	To place, transport and dispose/recycle 10m3 skip of non-ferrous metals (copper/lead) on demand	2 skips

YEAR 02					
ITEM	DESCRIPTION	DISPOSAL METHOD			WASTE PROFILE
		RECYCLE	REUSE	LANDFIL	
201	Grey/Oily water/ Bilge water	X		X	Sample Available
202	Acids	X		X	SDS
203	Solvents	X		X	SDS
204	Coolants	X		X	SDS
205	Ferrous Metals	X			N/A
206	Non-Ferrous Metals (Copper/Lead)	X			N/A
207	General Waste	X	X	X	Domestic waste
208	Blasting Grit			X	Sand blasting grit from rust and paint blasting on vessels (SDS available)
209	Marine Waste			X	Barnicles, sea shells
210	Foundry Silica Sand			X	Sand mixed with chemical binders from casting molds, SDS available
211	Hazardous Waste			X	Mixed Hazardous (Paint, rags)
212	Fluorescent Tubes	X		X	N/A
213	Soda Solvay			X	Old unused hardened product
MISSCELLANEOUS (PLEASE COMPLETE THE COSTING FOR ALL THE BELOW ELEMENTS IN KD-17 PRICE SCHEDULE – ANNEXURE E					
		Rate of Disposal Estimated Disposal Quantity per year			
M201	To transport and dispose bowser/flow bins of grey/oily water	1 000L (x60)			
M202	To transport and dispose of acids	25L (x3)			
M203	To transport and dispose of solvents	25L (x3)			
M204	To transport and dispose of coolants	25L (x3)			
M205	To place, transport and dispose a 30m3 skip of General Waste	6 skips			
M206	To place, transport and dispose 10m3 skip of blasting grit	4 skips			
M207	To place, transport and dispose of the 10m3 skip of soda Solvay powder waste skips	4 skips			
M208	To place, transport and dispose of the 10m3 skip of marine waste (barnicles)	2 skips			
M209	To place, transport and dispose of the 10m3 skip of silica sand	2 skips			
M210	To place, transport and dispose a 15m3 skip of hazardous waste	6 skips			
M211	To supply appropriate containment and ensure	50kg x 5			

	safe disposal of the fluorescent tubes per 50kg disposed.	
M212	Provide 2 (two) persons working on site	12 Months
Recyclables – Year 2 Note: Rebate from recyclables to be paid into Armscor Account.		
M213	To place, transport and dispose/recycle 10m3 skip of ferrous metals on demand	3 skips
M214	To place, transport and dispose/recycle 10m3 skip of non-ferrous metals (copper/lead) on demand	2 skips

YEAR 03					
Item	Description	Disposal Method			Waste Profile
		Recycle	Reuse	Landfil	
301	Grey/Oily water/ Bilge water	X		X	Sample Available
302	Acids	X		X	SDS
303	Solvents	X		X	SDS
304	Coolants	X		X	SDS
305	Ferrous Metals	X			N/A
306	Non-Ferrous Metals (Copper/Lead)	X			N/A
307	General Waste	X	X	X	Domestic waste
308	Blasting Grit			X	Sand blasting grit from rust and paint blasting on vessels (SDS available)
309	Marine Waste			X	Barnicles, sea shells
310	Foundry Silica Sand			X	Sand mixed with chemical binders from casting molds, SDS available
311	Hazardous Waste			X	Mixed Hazardous (Paint, rags)
312	Fluorescent Tubes	X		X	N/A
MISSCELLANEOUS (PLEASE COMPLETE THE COSTING FOR ALL THE BELOW ELEMENTS IN KD-17 PRICE SCHEDULE – ANNEXURE F)					
		Rate of Disposal Estimated Disposal Quantity per year			
M301	To transport and dispose bowser/flow bins (on demand) for grey/oily water	1 000L (x40)			
M302	To transport and dispose of acids	25L (x2)			
M303	To transport and dispose of solvents	25L (x2)			
M304	To transport and dispose of coolants	25L (x2)			
M305	To place, transport and dispose a 30m3 skip of General Waste	6 skips			
M306	To place, transport and dispose 10m3 skip of blasting grit	4 skips			
M307	To place, transport and dispose of the 10m3 skip of marine waste (barnicles)	2 skips			
M308	To place, transport and dispose of the 10m3 skip of silica sand	2 skips			
M309	To place, transport and dispose a 15m3 skip of Hazardous waste	6 skips			

M310	Provide 2 (two) persons working on site	12 months
Recyclables – Year 3 Note: Rebate from recyclables to be paid into Armscor Account.		
M311	To place, transport and dispose 10m3 skip/s of ferrous metals on demand	3 Skips
M312	To place, transport and dispose 10m3 skip/s of non-ferrous metals(copper/lead) on demand	2 Skips

ANNEXURE B: OSHACT AGREEMENT

OSHACT AGREEMENT

WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY

In accordance with the provisions of Section 37(2)
Of the Occupational Health and Safety Act, Act No 85 of 1993

AS ENTERED INTO BY AND BETWEEN

(Hereinafter referred to as the “Employer”)

and

(Hereinafter referred to as “the Contractor”)

Contractor Compensation Fund Certificate Number: _____
Vendor Number: _____
Contract Number: _____

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1 DEFINITIONS

In this agreement, unless the context indicates otherwise –

Contractor

Contractor will be understood to represent the word “mandatory” as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993

Employer

Employer will be understood to represent the word “client” as defined in the Construction Regulations of the Occupational Health and Safety Act, 85 of 1993

Hazard

means a source of or exposure to danger;

he/his/him/himself

will be used for the sake of expediency and is meant to incorporate the feminine.

Mandatory

includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user as defined in the Occupational Health and Safety Act 85 of 1993

Safe

means free from any hazard;

Workplace

means any premises or place where a person performs work in the course of his employment;

2 WARRANTY OF COMPLIANCE

In terms of this agreement the **Contractor** warrants agreement to the arrangements and procedures as prescribed by the **Employer** and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act and its regulations.

The **Contractor** further accepts that this contract, made in terms of Section 37(2), shall be read with the Occupational Health and Safety Act and any Regulation made in terms of Section 43 and any Standard Incorporated in terms of Section 44.

The **Contractor** acknowledges that this agreement constitutes an agreement in terms of Section 37(2) of the OHS Act, whereby all responsibility for health and safety matters relating to the work that the **Contractor** and his employees are to perform on behalf of the **Employer** shall be the obligation of the **Contractor**.

3 CONTRACTOR AS AN EMPLOYER

The **Contractor** shall be deemed to be an employer in its own right while engaged in the execution of the project. In terms of Section 16(1) of the OHS Act, the **Contractor** shall accordingly ensure that the requirements of the OHS Act are complied with by itself and/or its nominated Chief Executive Officer

4 ENVIRONMENTAL COMPLIANCE

The **Contractor** shall ensure that all National Environmental Management Act (NEMA) principles are considered. This shall not be considered in isolation but include the individual requirements of Specific Environmental Management Acts (SEMA's).

MSDS shall be available for all herbicides, pesticides, fertilisers and solvents where applicable, and sufficient safety briefings shall be conducted with appropriate employees regarding the risks associated with working with the aforementioned chemicals.

5 APPOINTMENTS AND TRAINING

The **Contractor** undertakes to ensure that he and all staff that will perform any work on behalf of the **Employer** will undergo induction training before doing any work whatsoever.

The **Contractor** shall appoint competent persons as per Section 16(2) of the OHS Act. Any such appointed person shall be trained on any occupational health and safety matter and the OHS Act provisions pertinent to the work that is to be performed under his responsibility. Copies of any appointments made by the **Contractor** shall immediately be provided to the **Employer**.

The **Contractor** shall further ensure that all his employees are trained on the health and safety aspects relating to the work and that they understand the hazards associated with such work being carried out. Without derogating from the foregoing, the **Contractor** shall, in particular, ensure that all operators and users of any vehicles, materials, machinery or equipment are properly trained in the use of such materials, machinery or equipment.

Notwithstanding the provisions of the above, the **Contractor** shall ensure that he, his appointed responsible persons and his employees are at all times familiar with the provisions of the OHS Act, and that they comply with the provisions of the Act.

6 SUPERVISION, DISCIPLINE AND REPORTING

The **Contractor** shall ensure that all work performed is done under strict supervision and that no unsafe or unhealthy work practices are permitted. Discipline regarding health and safety matters shall be strictly enforced against any of his employees regarding non-compliance by such employee with any health and safety matters.

The **Contractor** shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of them and that he in turn immediately reports these to the **Employer** and/or his representative.

7 ACCESS TO THE OHS ACT

The **Contractor** shall ensure that he has an updated copy of the OHS Act on site at all times and that this is accessible to his appointed responsible persons and employees.

8 CO-OPERATION

The **Contractor** and/or his responsible persons and employees shall provide full co-operation and information if and when the **Employer** or its representative inquiries into occupational health and safety issues concerning the **Contractor**. It is hereby recorded that the **Employer** and its representatives shall at all times be entitled to make such enquiry.

Without derogating from the generality of the above, the **Contractor** and his responsible persons shall make available to the **Employer** and its representative, on request, all and any checklists and inspection registers required to be kept in respect of any of machinery or equipment.

9 WORK PROCEDURES

The **Contractor** shall implement safe work practices and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.

10 HEALTH AND SAFETY MEETINGS

In terms of the OHS Act, as applicable, the **Contractor** shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety meetings as often as may be required and at least once every 3 months should it be required in terms of the Act.

11 COMPENSATION REGISTRATION

The **Contractor** shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The **Contractor** shall further ensure that the cover shall remain in force while any such employee is present on the premises. Certified copies of valid letters of good standing shall be submitted to the employer before work commences.

12 MEDICAL EXAMINATIONS

The **Employer** reserves the right to compel the **Contractor** to ensure that all his employees undergo routine medical examinations, and that they are medically fit for the purposes of the work they are to perform.

13 INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor** to the Department of Labour and to the **Employer**. The **Employer** shall further be provided with copies of any written documentation relating to any incident occurring in the execution of work under contract or agreement with the **Employer**.

The **Employer** retains an interest in the reporting of any incident as described above as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

14 FIRE PRECAUTIONS AND FACILITIES

The **Contractor** shall ensure that an adequate supply of fire-protection and first-aid facilities is provided for the work to be performed where indicated as being required in terms of a risk assessment.

The **Contractor** shall further ensure that all his employees are familiar with fire precautions at the, which include fire-alarm signals and emergency exits, and that such precautions are adhered to.

Smoking is only to be permitted in designated smoking areas.

15 HYGIENE AND HOUSEKEEPING

The **Contractor** shall ensure that the work site and surrounding area is at all times maintained to a reasonably practicable level of hygiene and cleanliness.

16 NO NUISANCE

The **Contractor** shall ensure that no hindrance, hazard, annoyance or inconvenience is inflicted on the **Employer**.

17 INTOXICATION NOT ALLOWED

No intoxicating substance of any form shall be allowed. The **Contractor** shall ensure that adequate measures are implemented to ensure that no employee is, or remains, under the influence of alcohol when engaged in the **Employer's** business. Any person required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

18 PERSONAL PROTECTIVE EQUIPMENT

The **Contractor** shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2(1) of the OHS Act. The **Contractor** shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

The **Employer** reserves the right to instruct the **Contractor** to obtain and use specific PPE, appropriate to the nature of the work and with due regard to the principle of reasonable practicality.

The **Contractor** shall provide appropriate safety signage and barricading and demarcation where necessary and appropriate. The **Employer** reserves the right to inform the **Contractor** of inadequate signage, barricading or demarcation and to instruct him to improve it before work may continue.

19 PLANT, MACHINERY, EQUIPMENT AND VEHICLES

In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor** hereby confirms that he has noted his liability for taking the necessary steps to ensure that any machine, article or substance that is provided to it is safe to use. The mandatory further warrants that this agreement is one made in terms of Section 10(4) of the OHS Act.

20 QUALIFICATIONS

The **Contractor** will provide the **Employer** with certified copies of all certificates necessary to confirm the competence of the **Contractor's** employees, such as operators certificates of competence, drivers licenses, PDP's, first aid training certificates and any other appropriate documents that the **Employer** may require.

21 NO USAGE OF THE EMPLOYER'S EQUIPMENT

The **Contractor** hereby acknowledges that his employees shall not be permitted to use any materials, machinery or equipment of the **Employer** unless the prior written consent of the **Employer** has been obtained, in which case the **Contractor** shall ensure that only those persons authorised to make use of them, have access thereto.

22 TRANSPORT

The **Contractor** shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licences and no vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times. All occupants of a vehicle must wear safety belts and the drivers are not to use a hand-held cell phone.

In the event that any hazardous substances are to be transported on or to the premises, the **Contractor** shall ensure that the requirements of the Hazardous Chemical Substances Act 15 of 1973 are complied with at all times.

23 INDEMNITY

The **Contractor** indemnifies the **Employer** against any claim, whether based in common law or legislation, which any party, including employees of the **Contractor**, may have against the **Employer** arising out of the performance or execution of the work.

24 DURATION OF AGREEMENT

This agreement shall remain in force for the duration of the work to be performed by the **Contractor**.

25 HEADINGS

The headings as contained in this agreement are for reference purposes only and shall not be construed as having any interpretative value in themselves or as giving any indication as to the meaning of the contents of the paragraphs contained in this agreement.

26 COSTS

The **Contractor** accepts that ensuring full compliance with the relevant Legislation and other health and safety requirements may have a cost implication. The **Contractor** accepts these costs as for its account, and warrants that the potential cost implication was disclosed prior to entering into contract.

27 SIGNATURES

FOR AND ON BEHALF OF THE CONTRACTOR

SIGNED at _____ on this _____ day of _____ 2026

Name:

WITNESSES:

1. _____
2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED at _____ on this _____ day of _____ 2026

Name:

WITNESSES:

1. _____
2. _____

ANNEXURE C (TO BE COMPILED AND SUBMITTED WHEN THE BID HAS BEEN AWARDED)**CONTRACTOR SHE INDEX FILE****As per Occupational Health and Safety Act and Regulations (85 of 1993)**

Contractor Name:			Date:	
No	Description	Score/NA	Weight	Comment
1	HSE Plan (if applicable)			
2	Valid Letter of Good Standing *			
3	Public Liability Cover *			
4	37.2 Mandatory Agreement to be sign before work commence) *			
5	Induction Register (Signed) or Inducted			
6	Appointment of Contractor			
7	SHE Policy available and signed by CEO *			
8	Project Organogram			
9	16.2 Appointment *			
10	Safety Rep. Appointment training certificate			
11	Supervisor Appointment *			
12	First Aiders Appointment and certificate *			
13	Fire Fighter Appointment and certificate			
14	Risk assessor Appointment and certificate			
15	Incident Investigator Appointment			
16	Baseline risk assessment established. JSA.(signed and communicated, proof of attendance) *			
17	Safe Work Procedures (task specific) SWP eg. Fall Protection *			
18	COID Forms WCL/RMA (Employer details) completed *			
19	PPE issue registers being kept. *			
20	Applicable checklists (e.g. Tools & Equipment)			
21	Emergency contact numbers *			
22	Register of employees' medical fitness certificates *			
23	MSDS for all HC available (if applicable)			
24	Copy of the OHS Act 85 of 1993 & Regulations *			
25	Toolbox Talks attendance register			
Total				
Comments:				

Contractor scoring(x2): / 50

File is approved if score is between 40 and 50. Failing to provide the above documentation or proof work cannot commence unless communication prior to commence the work. * Mandatory documents

File evaluated by (Name and Surname):

Sign:

The below ANNEXURE D, E and F TOTALS are to be carried to the KD17 Price schedule:

Annexure D- Waste Management Service (Year 1)

ITEM	DESCRIPTION	QTY (Estimated usage per year)	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL
M101	To transport and dispose bowser/flow bins (on demand) for grey/oily water	1 000L (x80)			
M102	To transport and dispose of acids	25L (x3)			
M103	To transport and dispose of solvents	25L (x3)			
M104	To transport and dispose of coolants	25L (x3)			
M105	To place, transport and dispose a 30m3 skip of General Waste	6 skips			
M106	To place, transport and dispose 10m3 skip of blasting grit	4 skips			
M107	To place, transport and dispose of the 10m3 skip of Soda Solvay powder	4 skips			
M108	To place, transport and dispose of the 6m3 skip of old unused Porcelain powder	1 skip			
M109	To place, transport and dispose of the 10m3 skip of marine waste (barnacles and shells)	2 skips			
M110	To place, transport and dispose of the 10m3 skip of silica sand	2 skips			
M111	To place, transport and dispose a 15 m3 skip of Hazardous waste	7 skips			
M112	To supply appropriate containment and ensure safe disposal of the fluorescent tubes per 50kg disposed.	50kg x 5			
M113	Provide 2 (two) persons working on site	12 Months			
Recyclables – Year 1					
Note: Rebate from recyclables to be paid into Armscor Account.					
M114	To place, transport and dispose 10m3 skip/s of ferrous metals on demand	3 Skips			
M115	To place, transport and dispose 10m3 skip/s of non-ferrous metals(copper/lead) on demand	2 Skips			

Annexure E- Waste Management Service (Year 2)

ITEM	DESCRIPTION	QTY (Estimated usage per year)	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL
M201	To transport and dispose bowser/flow bins (on demand) for grey/oily water	1000L (x60)			
M202	To transport and dispose of acids	25L (x3)			
M203	To transport and dispose of solvents	25L (x3)			
M204	To transport and dispose of coolants	25L (x3)			
M205	To place, transport and dispose a 30m3 skip of general waste	6 skips			
M206	To place, transport and dispose 10m3 skip of blasting grit	4 skips			
M207	To place, transport and dispose of the 10m3 skip of soda solvay powder waste skips	4 skips			
M208	To place, transport and dispose of the 10m3 skip of marine waste (barnacles and shells)	2 skips			
M209	To place, transport and dispose of the 10m3 skip of silica sand	2 skips			
M210	To place, transport and dispose a 15m3 skip of Hazardous waste	6 skips			
M211	To supply appropriate containment and ensure safe disposal of the fluorescent tubes per 50kg disposed.	50kg x 5			
M212	Provide 2 (two) persons working on site	12 Months			
Recyclables – Year 2 Note: Rebate from recyclables to be paid into Armscor Account.					
M213	To place, transport and dispose 10m3 skip/s of ferrous metals on demand	3 Skips			
M214	To place, transport and dispose 10m3 skip/s of non-ferrous metals(copper/lead) on demand	2 Skips			

Annexure F- Waste Management Service (Year 3)

ITEM	DESCRIPTION	QTY (Estimated usage per year)	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL
M301	To transport and dispose bowser/flow bins (on demand) for grey/oily water	1 000L (x40)			
M302	To transport and dispose of acids	25L (x2)			
M303	To transport and dispose of solvents	25L (x2)			
M304	To transport and dispose of coolants	25L (x2)			
M305	To place, transport and dispose a 30m3 skip of General Waste	6 skips			
M306	To place, transport and dispose 10m3 skip of blasting grit	4 skips			
M307	To place, transport and dispose of the 10m3 skip of marine waste (barnacles)	2 skips			
M308	To place, transport and dispose of the 10m3 skip of silica sand	2 skips			
M309	To place, transport and dispose a 15m3 skip of Hazardous waste	6 skips			
M310	Provide 2 (two) persons working on site	12 Months			
Recyclables – Year 3 Note: Rebate from recyclables to be paid into Armscor Account.					
M311	To place, transport and dispose 10m3 skip/s of ferrous metals on demand	3 Skips			
M312	To place, transport and dispose 10m3 skip/s of non-ferrous metals(copper/lead) on demand	2 Skips			