

INVITATION TO BID

BID DESCRIPTION: BID DESCRIPTION: RFB NUMBER:
ARMD/2021/15- THE COLLECTION, TRANSPORTATION AND SAFE
DISPOSAL OF INDUSTRIAL/HAZARDOUS WASTE FROM THE
ARMSCOR DOCKYARD IN SIMONSTOWN FOR A PERIOD OF 36
MONTHS

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PROPRIETARY INFORMATION

- 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.
- BBBEE Defense Sector Code of Good Practice in terms of section 9(1) of BBBEE Act of 53 as amended by Act no 46 of 2013 under Gazette no 42391 published on 12 April 2019; shall apply.

*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

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

	List of documents required.	Submitted [Yes or No]	
		Yes	No
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	Copies of bidders CIPC Company 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)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Designated sectors: Local production and content. (Where applicable)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8.	Originally 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 (Mandatory)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

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 4 dated 14 February 2020 and the Rules of Procedure for Offerors (A-STD-0010) Issue 2 dated 21 April 2014, 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.**

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	
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 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

Declaration of Bidder's Past Supply Chain Management Practices

This Standard Bidding Document serves as a declaration to ensure that goods and services being procured are aligned with all reasonable steps are taken to combat the abuse of the supply chain management system. The bid of any bidder may be disregarded if that bidder or any of its directors have been involved in the abuse of public institution's supply chain management system

In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		
4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name).....certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

BID CONDITIONS ACCEPTANCE FORM**Bidders shall complete and sign this bid conditions acceptance form**

I/We hereby offer to supply all of the 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-0010 Issue 2 dated 21 April 2014 and A-STD-0020 Issue 4 dated 14 February 2020 (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 4 dated 14 February 2020, 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

..... Date:

Name in block letters:

Capacity:

NB: FAILURE TO COMPLETE AND SIGN THIS PAGE SHALL INVALIDATE THE BID AND WILL BE DISQUALIFIED FROM FURTHER EVALUATION.

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 (KD 18).
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. **Broad-Based Black Economic Empowerment Compliance:**

- 5.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1 (12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 5.2 Failure to comply with the **B-BBEE Mandatory and Compulsory requirements** as stated in the KD24 will lead to disqualification.

6. **Advance payments:**

Bidders shall furnish the price without advance payment. (Consult paragraph 8 of A-STD-0010).

7. **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.

9. **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 this bids.

10. **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:

- 10.1 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.
- 10.2 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.

- 10.3 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.
- 10.4 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-

11. **Submission of a NCACC Permit**

- 11.1 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.

12. **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.

13. **Defence Industrial Participation and National Industrial Participation**

- 13.1 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.

- 13.2 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.

14. **Mandatory local production and content for designated sectors**

- 14.1 When applicable, bids not meeting the mandatory local production and content for designated sectors will not be considered for further evaluation.
- 14.2 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.
- 14.3 If there is no designated sector, Armscor will 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.

15. Awarding of Bids

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000. The applicable points are:

Price: (Pp)	80 Points
Broad-Based Black Economic Empowerment:	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). (Armcor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

$$P_s = P_p$$

$$\text{Provided that } \sum (P_{pa}) = 80$$

Where:

P_s	= points scored for bid/bids under consideration
P_p	= points scored for price
a	= allocated

$$\text{The points scored for price (Pp)} = P_{pa} * (1 - \frac{P_t - P_m}{P_m})$$

Where: P_{pa} = points allocated for price

P_t = comparative price of bid/bids under consideration

P_m = comparative price of lowest acceptable bid/bids

16. Targeted Procurement

16.1 In terms of the Defence Sector Codes, Armcor may reserve a percentage of procurement exclusively for certain categories of enterprises. A contract may be awarded to a bidder that did not score the highest points only in accordance with section 2 f of the Act. If Armcor intends on applying targeted procurement in terms of the section 2 f of the Act, this will be stated in the bid document.

BID NUMBER : ARMD/2021/15

CLOSING AT 11:00 ON : 19/05/2022

VALIDITY PERIOD: 120 DAYS

NAME OF BIDDER :

ITEM NO	DESCRIPTION	UNITS	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
100	Hazardous Waste –Year 1					
101	Oil	Litres	2400			
102	Cleaning Solvents	Litres	4440			
103	Oil Rags	Kg	1680			
104	Aerosol Cans	Units	600			
105	Contaminated Water/Liquid Waste	Litres	840000			
106	Batteries, AA, AAA, PM3, C, D	Units	480			
107	Batteries, NiCad	Units	120			
108	Batteries, Lead Acid	Units	0			
109	Blasting Grit	Kg	600000			
110	Plastic bottles with oil/fuel	Units	2640			
111	Plastic bottles with coolants	Units	600			
112	Plastic bottles with acids	Units	360			
113	Empty glass chemical bottles	Units	120			
114	Laboratory Broken glassware	Kg	60			
115	Spectroscopic graphite electrodes	Kg	60			
116	Paint tins	Units	12000			
117	Glass containers with toxic chemical waste	Units	240			
118	Plastic bottles with toxic chemicals	Units	840			
119	Toxic chemical liquid in store	Litres	1560			
120	Toxic chemical powder in store	Kg	360			
121	Organic Waste	Kg	12000			
122	Used oil	Litres	3600			
123	Fluorescent Tubes	Units	1200			
124	Fuel	Litres	600			
125	Bio-hazardous	Kg	6000			
126	Silica sand	Kg	12000			
127	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000			
200	Domestic – Year 1					
201	General Refuse	Wheelie bins	600			
300	Recyclables – Year 1 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.					
301	Paper	Kg	6000			
302	Wood	Kg	2400			
303	Glass	Kg	1200			
304	Tins	Kg	3600			
305	Plastic	Kg	3600			
306	Oil	Litres	3600			
307	Ferrous Metals	Kg	3600			
308	Non Ferrous Metals (Copper/Lead)	Kg	2400			
309	Electrical and Electronic Equipment	Units	600			
310	Printer, Fax and Copier Toners	Units	1200			
311	Ink Cartridges	Units	1200			

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400	Hazardous Waste –Year 2					
401	Oil	Litres	2400			
402	Cleaning Solvents	Litres	4440			
403	Oil Rags	Kg	1680			
404	Aerosol Cans	Units	600			
405	Contaminated Water/Liquid Waste	Litres	840000			
406	Batteries, AA, AAA, PM3, C, D	Units	480			
407	Batteries, NiCad	Units	120			
408	Batteries, Lead Acid	Units	0			
409	Blasting Grit	Kg	600000			
410	Plastic bottles with oil/fuel	Units	2640			
411	Plastic bottles with coolants	Units	600			
412	Plastic bottles with acids	Units	360			
413	Empty glass chemical bottles	Units	120			
414	Laboratory Broken glassware	Kg	60			
415	Spectroscopic graphite electrodes	Kg	60			
416	Paint tins	Units	12000			
417	Glass containers with toxic chemical waste	Units	240			
418	Plastic bottles with toxic chemicals	Units	840			
419	Toxic chemical liquid in store	Litres	1560			
420	Toxic chemical powder in store	Kg	360			
421	Organic Waste	Kg	12000			
422	Used oil	Litres	3600			
423	Fluorescent Tubes	Units	1200			
424	Fuel	Litres	600			
425	Bio-hazardous	Kg	6000			
426	Silica sand	Kg	12000			
427	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000			
500	Domestic – Year 2					
501	General Refuse	Wheelie bins	600			
600	Recyclables – Year 2 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.					
601	Paper	Kg	6000			
602	Wood	Kg	2400			
603	Glass	Kg	1200			
604	Tins	Kg	3600			
605	Plastic	Kg	3600			
606	Oil	Litres	3600			
607	Ferrous Metals	Kg	3600			
608	Non Ferrous Metals (Copper/Lead)	Kg	2400			
609	Electrical and Electronic Equipment	Units	600			
610	Printer, Fax and Copier Toners	Units	1200			
611	Ink Cartridges	Units	1200			
700	Hazardous Waste –Year 3					
701	Oil	Litres	2400			
702	Cleaning Solvents	Litres	4440			
703	Oil Rags	Kg	1680			
704	Aerosol Cans	Units	600			
705	Contaminated Water/Liquid Waste	Litres	840000			
706	Batteries, AA, AAA, PM3, C, D	Units	480			
707	Batteries, NiCad	Units	120			
708	Batteries, Lead Acid	Units	0			

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709	Blasting Grit	Kg	600000			
710	Plastic bottles with oil/fuel	Units	2640			
711	Plastic bottles with coolants	Units	600			
712	Plastic bottles with acids	Units	360			
713	Empty glass chemical bottles	Units	120			
714	Laboratory Broken glassware	Kg	60			
715	Spectroscopic graphite electrodes	Kg	60			
716	Paint tins	Units	12000			
717	Glass containers with toxic chemical waste	Units	240			
718	Plastic bottles with toxic chemicals	Units	840			
719	Toxic chemical liquid in store	Litres	1560			
720	Toxic chemical powder in store	Kg	360			
721	Organic Waste	Kg	12000			
722	Used oil	Litres	3600			
723	Fluorescent Tubes	Units	1200			
724	Fuel	Litres	600			
724	Bio-hazardous	Kg	6000			
726	Silica sand	Kg	12000			
727	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000			
800	Domestic – Year 3					
801	General Refuse	Wheellie bins	600			
900	Recyclables – Year 3 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.					
901	Paper	Kg	6000			
902	Wood	Kg	2400			
903	Glass	Kg	1200			
904	Tins	Kg	3600			
905	Plastic	Kg	3600			
906	Oil	Litres	3600			
907	Ferrous Metals	Kg	2400			
908	Non Ferrous Metals (Copper/Lead)	Kg	3600			
909	Electrical and Electronic Equipment	Units	600			
910	Printer, Fax and Copier Toners	Units	1200			
911	Ink Cartridges	Units	1200			
1000	MISCELLANEOUS					
1001	To place a 6 m3 transportable skip (on demand) – Year 1	skips	48			
1002	To place a 6 m3 transportable skip (on demand) – Year 2	skips	48			
1003	To place a 6 m3 transportable skip (on demand) – Year 3	skips	48			
1004	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	48			
1005	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	48			
1006	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	48			
1007	To place a 10 m3 transportable skip (on demand) – Year 1	skips	48			

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1008	To place a 10 m3 transportable skip (on demand) – Year 2	skips	48			
1009	To place a 10 m3 transportable skip (on demand) – Year 3	skips	48			
1010	The monthly rental of 10 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	48			
1011	The monthly rental of 10 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	48			
1012	The monthly rental of 10 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	48			
1013	To place a 15 m3 transportable skip (on demand) – Year 1	skips	72			
1014	To place a 15 m3 transportable skip (on demand) – Year 2	skips	72			
1015	To place a 15 m3 transportable skip (on demand) – Year 3	skips	72			
1016	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	72			
1017	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	72			
1018	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	72			
1019	To place a 30 m3 transportable skip (on demand) – Year 1	skips	12			
1020	To place a 30 m3 transportable skip (on demand) – Year 2	skips	12			
1021	To place a 30 m3 transportable skip (on demand) – Year 3	skips	12			
1022	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	12			
1023	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	12			
1024	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	12			
1025	To place a 6000L transportable bowser (on demand) – Year 1	bowzers	36			
1026	To place a 6000L transportable bowser (on demand) – Year 2	bowzers	36			
1027	To place a 6000L transportable bowser (on demand) – Year 3	bowzers	36			
1028	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 1	bowzers	36			
1029	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 2	bowzers	36			
1030	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 3	bowzers	36			
1031	To place a 12000L transportable bowser (on demand) – Year 1	bowzers	72			
1032	To place a 12000L transportable bowser (on demand) – Year 2	bowzers	72			

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1033	To place a 12000L transportable bowser (on demand) – Year 3	bowzers	72			
1034	The monthly rental of a 12000L transportable bowser on site in the Dockyard (on demand) – Year 1	bowzers	72			
1035	The monthly rental of a 12000L transportable bowser on site in the Dockyard (on demand) – Year 2	bowzers	72			
1036	The monthly rental of a 12000L transportable bowser on site in the Dockyard (on demand) – Year 3	bowzers	72			
1037	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	24			
1038	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	24			
1039	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	24			
1040	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	48			
1041	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	48			
1042	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	48			
1043	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	36			
1044	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	36			
1045	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	36			
1046	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 1	bowzers	36			
1047	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 2	bowzers	36			
1048	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 3	bowzers	36			
1049	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) –	bowzers	36			

	Year 1					
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1050	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) – Year 2	bowzers	36			
1051	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) – Year 3	bowzers	36			
1052	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	24			
1053	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	24			
1054	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	24			
1055	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	36			
1056	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	36			
1057	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	36			
1058	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	12			
1059	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	12			
1060	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	12			
1061	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 1	bowzers	36			
1062	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 2	bowzers	36			
1063	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 3	bowzers	36			
1064	Rate of persons working on the site (Per person/hourly) – Year 1	hours	6240			
1065	Rate of persons working on the site (Per person/hourly) – Year 2	hours	6240			
1066	Rate of persons working on the site (Per person/hourly) – Year 3	hours	6240			
1067	Rate of persons working overtime(Per person/hourly overtime) – Year 1	hours	312			
1068	Rate of persons working overtime(Per person/hourly overtime) – Year 2	hours	312			
1069	Rate of persons working overtime(Per person/hourly overtime) – Year		312			

	3	hours				
KD17 Page 18 and Last						
	<i>This RFB is subject to the following:</i> <i>Mandatory Black Equity Ownership</i> <i>Minimum Black equity ownership of 35% - applicable.</i> <ul style="list-style-type: none"> ▪ <i>One-envelope.</i> 					
	TOTAL (excluding VAT)					
	VAT					
	TOTAL (including VAT)					

1. Delivery address:
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.

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

QUESTIONNAIRE

REPLIES

1. What is the request for bids number?
.....
2. Price basis of bids (if deviating from **Delivered into store**):
.....
3. Indicate which of the following applies:

3.1 The prices are fixed.

 3.2 The prices are not fixed (N. B. See Par. 9 of A-Std-0010)
4. Is the delivery period fixed?
.....
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you?
.....

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?
.....

.../2

-2-

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.

	AMOUNT	% OF TOTAL PRICE
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		

.....
DATE

.....
BIDDER'S SIGNATURE

-1-

**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:	

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**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
.....
.....
.....
.....

.../2

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. MANDATORY B-BBEE REQUIREMENT:

- 1.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1 (12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 1.2 EMEs are exempted from compliance with the mandatory B-BBEE requirement.

2. B-BBEE REQUIREMENTS

2.1 Sub-Contracting

- a) In terms of paragraph 16.4.4.1.2 of the Defence Sector Codes, Armscor shall be entitled to require that the bidder should sub-contract a minimum of 30% of the contract value to any of the following entities that are at least 51% black owned:
- i. EMEs or QSEs owned by Black people
 - ii. EMEs or QSEs owned by female(s)
 - iii. EMEs or QSEs owned by military veterans
 - iv. EMEs or QSEs owned by female(s) EMEs or QSEs owned by youth
 - v. EMEs or QSEs owned by people living with disabilities

NB: Failure by the bidder to comply with the B-BBEE Mandatory and Compulsory Requirements as stated herein above will lead to disqualification.

3. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- 3.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000.
- 3.2 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)
- 3.3 Preference points for this bid shall be awarded for:

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

- 3.4 Bidders who do not submit a valid proof of B-BBEE status will score zero (0) for preference points.

4. ALLOCATION OF B-BBEE POINTS

- 4.1 The B-BBEE points will be allocated according to the table below, for acquisition of services, works or goods with a value of up to R50 000 000, 00. B-BBEE Points claimed must be in accordance with the table below and must be substantiated by means of a valid proof of B-BBEE.

B-BBEE status level	Points Allocated
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant	0

- 4.2 The Armscor BBE 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 B-BBEE status of the bidder and/or its sub-contractor(s).

5. PRINCIPLES

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

5.1.1 A B-BBEE Sworn Affidavit fully completed and

- 5.1.1.1** Deposed and signed in the presence of the Commissioner of Oaths
- 5.1.1.2** Does not contradict itself (% black ownership matches compliance level)
- 5.1.1.3** Commissioner of Oaths credentials and signature are reflected.

5.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency

5.1.3 An unincorporated Joint Venture / Consortium must submit a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.

5.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.

5.2 Sub-Contracting more than 25% of the value of the contract

5.2.1 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-contract.

5.2.3 A supplier awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.

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.			

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 :

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 KD 25

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.

-1-

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

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.

2.3.1 If so, furnish particulars:

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

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

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 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.:

- Bills of Material (BOM's)
- Instructions,
- Reports,
- Specifications,
- Interface designs,
- Manufacturing processes,
- Material Specifications,
- Processes,
- Product designs,
- Re-engineering (maintenance/obsolescence),
- Software,
- Algorithms,
- Source Codes,
- System/integration designs,
- Test and Evaluation Methods, etc.

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

1.2 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

1.3 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.

1.4 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.

1.5 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.

1.6 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

1. Wholly owned by the DOD; or
2. Shared or Jointly Owned or Co-owned between DOD or the contractor

2. 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:

2.1 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:

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

2.2 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:

- Armcor IP Number (if available)
- Short IP description
- The next information is to be provided **per order**, on which Historic IP was established:
 - Order Number on which Historic IP was generated
 - Master record index (MRI) reference
 - Original Supplier
 - Cost of Establishment
 - Percentage Ownership (DOD)

2.3 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:

- IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- 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 properly 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.

3. SAFEGUARDING OF IP

3.1 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.

3.2 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.

3.3 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.

3.4 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.

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

4.1 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:

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

4.2 Electronic Form Definitions

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

IP Name	A short descriptive name to identify the IP item.
IP Number	Armscor Number provided to Historic IP.
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.

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

ANNEXURE 1 TO KD24

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 circle 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: _____

DEFENCE SECTOR BBBEE 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"	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 – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (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; (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;"

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

- 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,
- 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,
- 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black people living with disabilities % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- 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
- 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)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	

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

DEFENCE SECTOR BBBEE 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 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:

- 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,
- 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,
- 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,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- 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)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

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

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	CLOSING DATE:	CLOSING TIME:
DESCRIPTION		

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

**ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8),
370 NOSSOB STREET,**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Mr. A.L Mmbengwa	CONTACT PERSON	Mr. A.L Mmbengwa
TELEPHONE NUMBER	012 428 3610	TELEPHONE NUMBER	012 428 3610
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	scmbids@armscor.co.za	E-MAIL ADDRESS	scmbids@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.	

ANNEXURE 1 TO KD25

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, 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:

.....



RFB NUMBER: ARMD/21/15

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

SUMMARY: This document contains the requirement for the collection, transportation and safe disposal of industrial/hazardous waste from the Armcor Dockyard in Simons Town.

DATE OF ISSUE : 23 March 2022

AMENDMENT HISTORY		
DOCUMENT ISSUE	DATE	CHECKED BY
01	03 Feb 2022	

DISTRIBUTION PAGE	
COPY NUMBER	DISTRIBUTION
01 (Master Copy)	Mr. J. Relihan Armcor Dockyard Procurement Secretariat

DEFINITIONS

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

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

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1. 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 who will be responsible for the collection, transportation and safe disposal of industrial/hazardous waste from the Armscor Dockyard in Simonstown for a period of three years.

2. DOCUMENTS

Armscor documents are available on the Armscor Website <http://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
2	A-DOC-9046	Terms of Reference for the Bid Specification Committee
3	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee
4	A-PRAC-4011	B-BBEE Practice, Issue 006
5	Signed URS dated (30 Nov 21)	User Requirement Statement for the collection, handling, transport and disposal of industrial/hazardous waste at Armscor Dockyard in Simon's Town for a period of 36 months.
6	National Environment Management	National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008) Waste classification and Management regulations
7	A-STD-0010	Rules Applicable to prospective Contractors, Issue 1, 20 April 2009.
8	A-STD-0020	Armscor's General Conditions of Contract, Issue: 003, 23 April 2014.
9	SCM Broadcaster	SCM Operating Process dated 10 March 2022

2.2 Reference documents

No	Document No	Title
1	A-STD-0061 Part 5	Contract Conditions, Technical Standard for Commercial Off-the-Shelf (COTS) Procurement
2	AA-GUID-1014	Critical Criteria Guideline
3	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) No. 5
4	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
5	Defence Sector Code	Codes of Good Practice on Broad based Black Economic Empowerment as Gazetted

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 is to be observed:

3.1.1 Armscor Registration

In order to qualify as a potential supplier, prospective Bidders must be registered with Armscor 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.

3.1.2 Communication

3.1.2.1 All communication with Armscor shall be made to: The Procurement Secretariat, Fax no +27 (021) 787 3470, E-mail address: MamphoL@armscordy.co.za Tel: +27 (021) 787 3454

3.1.2.2 The Bidder shall appoint a single person for communication with Armscor. Communication shall not take place via an agent or representative other than a fulltime employee of the Bidder.

3.1.2.3 All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.

3.1.2.4 No direct contact or communication with Armscor 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.

3.1.3 Submission of Bids

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

3.1.4 Validity of Bids

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

3.1.5 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.

3.1.6 Submission of bid documentation

The original bid 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:

3.2.1 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.

3.2.2 Appendices

The Bidder shall complete and include the following with his bid:

ANNEXURE A - OHASA ACT AGREEMENT

3.2.3 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 A – OHASA Agreement

3.2.4 The Bidder shall demonstrate, as part of his bid and with the necessary

evidence, that he has the necessary resources and appropriate expertise to supply the service should he be awarded the contract.

Note: *The 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, they are requested to inform the following person:

Ms Mampho Sigidi, Fax no +27 (021) 787 3470, E-mail address: MamphoL@armscordy.co.za Tel: +27 (021) 787 3454

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 invalidate 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 05 May 2022 at 11H00.

Potential bidders are required to RSVP with Ms. Mampho Sigidi at telephone number (021) 787 3454 / fax (021) 787 3470 / E-mail address: MamphoL@armscordy.co.za no later than 04 May 2022.

4. BID EVALUATION

4.1 Bids received

Bids received will be evaluated in accordance with an approved value model that was developed in accordance with Armscor's A-PROC-9053 and A-DOC-9045, and such value model consists of mandatory 35% black equity ownership and critical criteria that are reflected in this RFB. Failure by a Bidder to comply with the black equity ownership and any single critical criterion will result in immediate elimination from the evaluation process.

4.2 Awarding Of Bids

All bids that comply with the mandatory 35% black equity ownership and subsequently meeting the stated critical criteria, will be evaluated further in terms of the following Preference Point System (PPS):
The applicable points are:

4.2.1 Price: 80 points

4.2.2 BBBEE: 20 points

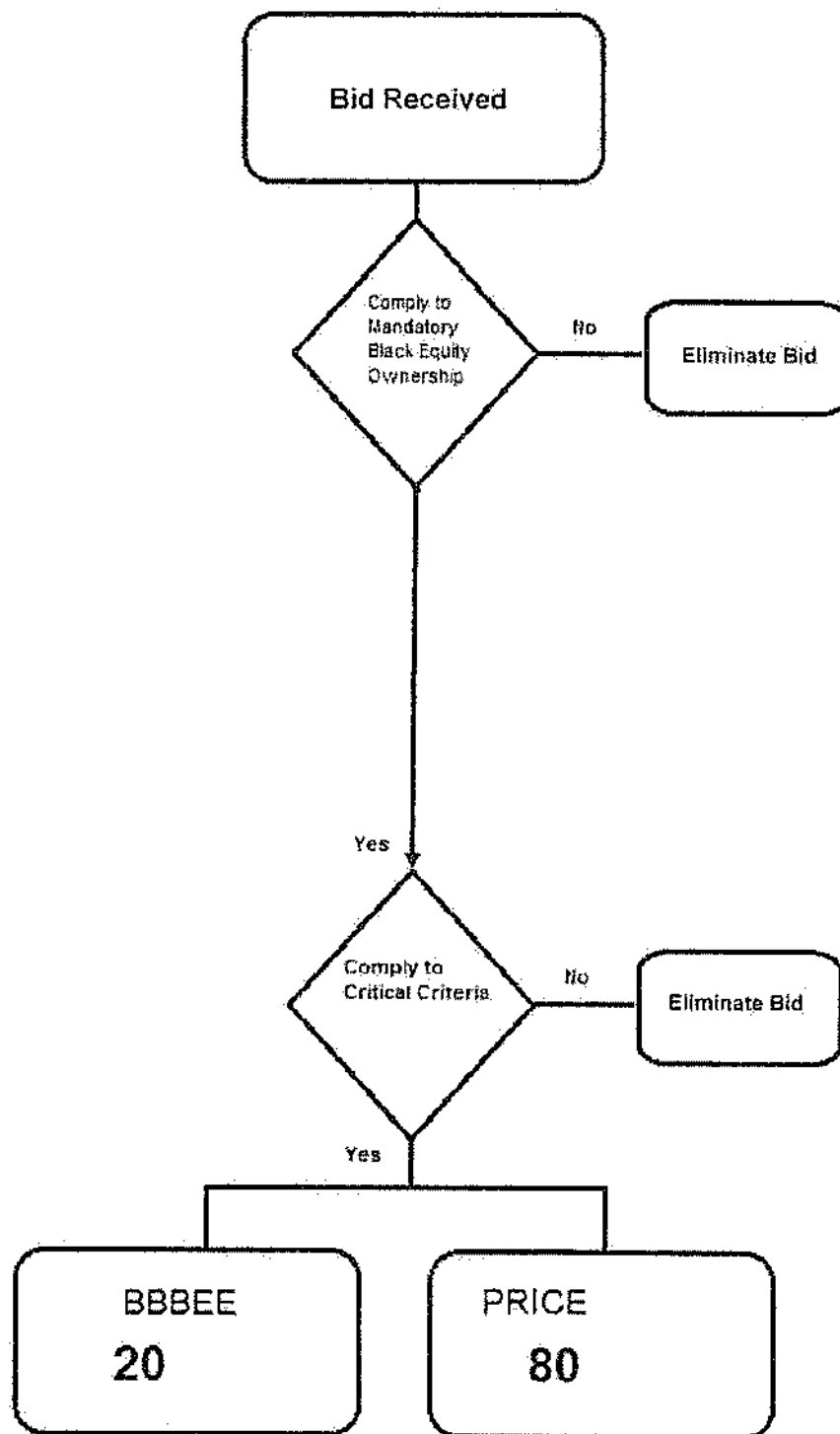


Figure 1

Fig.1: Value Model for the 20/80 Model

4.3 MANDATORY CRITERIA

4.3.1 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).

4.3.1.1 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.

4.3.1.2 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.

4.3.1.3 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.

4.3.1.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.

4.3.1.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

4.3.1.6 Tax compliance is done via e-filing on the SARS website www.sars.gov.za.

4.3.1.7 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.

4.4 MANDATORY BLACK EQUITY OWNERSHIP

No contract for goods and services shall be awarded to any Bidder unless such Bidder has Black Equity Ownership of at least 35% as per the Defence Sector Codes as Gazetted.

Compliance Evidence:

The bidder shall submit a valid proof of B-BBEE status (CIPC B-BBEE certificate or B-BBEE affidavit duly sworn and commissioned or B-BBEE certificate issued by SANAS accredited verification agency). If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

4.5 Critical Criteria

Critical Criteria Measurement

Bids received will be further evaluated against the critical criteria requirements. 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.

No	Critical Criteria
1.	<p>Accreditation</p> <p>The Bidder shall be in possession of an accreditation from the City of Cape Town for the following Waste Management Services: Collection, Transportations, Disposal, Recycling for both General and Hazardous Waste.</p> <p>Compliance Evidence:</p> <p>The bidder shall submit with the bid a valid copy of the Accreditation certificate issued by the City of Cape Town showing that the bidder is an Accredited Service provider for the Collection, Transportations, Disposal, Recycling for both General and Hazardous Waste.</p>
2.	<p>Licensing</p> <p>The Bidder shall have a valid Waste Management License issued by the Department of Environmental Affairs for the disposal facility that will be utilised.</p> <p>Compliance Evidence:</p> <p>The Bidder shall submit with the bid a valid copy of the Waste Management License, in terms of the Waste Management Act, held by the Disposal Facility that will be utilized.</p>
3	<p>Experience</p> <p>The Bidder shall have experience in waste management and must have managed a waste management contract.</p> <p>Compliance Evidence:</p> <p>The Bidder shall submit with the bid documented history issued by a client or at least one signed reference letter issued by a client confirming that the bidder has rendered a waste management service.</p>

Note: Armscor Dockyard reserves the right to verify the authenticity of submitted documents. All Certificates and Licenses must be valid at the closing of the RFB. The successful bidder must ensure that the certificates and licenses are valid throughout the duration of the contract.

5. REQUIREMENT STATEMENT

5.1 Introduction

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

5.2 Purpose

Armcor Dockyard is the responsible for the maintenance and refit authority of the South African Navy, and is responsible for third line maintenance of all naval vessels. It is the intention of Armcor Dockyard to appoint a reputable waste management service provider to provide waste management, disposal, minimization, separation, recovery and recycling of the waste streams generated at the Dockyard.

5.3 Background

The service provider must deliver on the mandate of 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, flow bins, containers, 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

5.4.1. Operational Objectives

- a. The operational objective is to appoint an experienced Waste management Service provider who must be able to display a proven track record and experience in waste management and disposal.
- b. The service provider must be able to produce recycling plans, and must support the preservation of the environment.
- c. Service provider must be willing to partner with Armcor to assist in introducing the latest trends in waste management with the intention to both improve service and ensure that Armcor stays ahead of the latest trends and abreast of the latest relevant regulations and legislations.
- d. 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 recyclables and how much of waste was reduced.
- e. The specifications and frequency schedules serves as a general concept for the site as a guideline is a minimum requirement, but may be adjusted in accordance with Armcor requests and/or mutual agreements in order to produce the best service.
- f. Instructions make reference to a 5-day work week. Public holidays and weekends are excluded. It could however be expected from the service provider that services may be required during special occasions and will be discussed in advance with the service provider.
- g. The selected service provider must be able to provide reference and certifications for years of service in industry as well as references.

- h. The contractor will be responsible for ensuring compliance to the National Environmental Management: Waste Act 59 of 2008 (NEM: Waste Act) and all applicable government legislation pertaining to waste management services.
- i. Armscor is in the process of a canteen establishment. Should this be successful, the successful bidder must ensure that all food waste is properly managed to avoid odour, flies, and vermin. All food waste must be collected directly from the canteen facility on site.
- j. Ensure that proper precautionary measures must be taken to ensure that no general waste/debris is strewn while skips are in transit. All areas surrounding skips are to be cleaned up all debris.
- k. Should there be a requirement, covers for skips must be provided if required by the project manager to protect against animals and ensure that the waste does not fly out from the skips.

5.5 Detailed Scope of Specifications

5.1 Specification and Frequencies

- a. The service provider will provide a scheduled and reactive waste collection service to the Armscor Dockyard with the negotiated access times and with the provision of this specification and the service standards which shall include but are not limited to:
 - Safe disposal of all waste streams, waste minimization through recycling.
 - Provision of three personnel to be based on the site on a full time basis to assist with the sorting of waste.
 - Provision of a suitable vehicle dedicated to the waste removal of each particular sector.
 - Provision and maintenance of all receptacles
 - Provision of boxes used for fluorescent tube disposal.
 - Provision of skip bins on each sector dedicated to for specific rubble when required
 - Broken/damaged bins must be replaced within a week, or a reasonable time frame as agreed with the contracts manager.
 - Waste must be sorted for disposal and recycling.
 - Ensure that all food waste is properly managed to avoid odour, vermin and flies.
 - Precautionary measures must be taken to ensure that waste is not strewn when skips are in transit.
 - Ensure that the areas surrounding the bins are always clean
 - Development of a waste tracking system for the trend of various waste streams, as well as waste reduction plans and strategies.
 - Recycling must be a priority of the service provider, and as such must give detailed pricing of waste recycling items.
 - At a minimum the waste streams include:-
 - General waste (Recyclable and non-recyclable)
 - Builders waste, rubble
 - Wet waste (contaminated oil and water mixtures)
 - Electronic waste
 - Glass and fluorescent tubes
 - Food waste

For detailed waste categories please refer to table one below.

- b. The frequencies set out below are purely as a guide and that the minimum service requirement will be at least the highest standard set for waste management service industry, and may be adjusted based on Dockyard requests, mutual agreements, or to ensure a better service.
- c. It could be expected from the service provider to work outside of the stipulated hours but these will be made aware to the service provider on an ad hoc basis. The service provider must therefore make reference to the operating times schedule and provide costs accordingly.
- d. The service provider must also be able to provide services in the event of an emergency such as an oil spill and must be able to provide support as required. An overtime rate for work must also be provided for.

5.2 General Waste, Recycling and Disposal

- a. Sort waste into various categories in order to recycle all possible recyclables and to dispose of such recyclables in accordance with best practices and economic advantages.
- b. Ensure that all waste transportation, collection and disposal comply with statutory requirements and ensure that proper and comprehensive record keeping is done.
- c. Safely dispose of all non-recyclable waste streams.
- d. Maintain and manage all waste receptacles.
- e. Provide a clean skip bin to replace a full skip on the request of the contracts manager or as agreed upon in the schedule.
- f. Only approved environmentally safe chemicals must be used to clean and sanitize the receptacles.

5.3 Working hours

- a. Normal working hours for the Dockyard is Monday-Thursday 07:15 – 16:30 and Fridays 07:15-12:15.
- b. In order to fulfil the requirements of the Dockyard working hours shall be determined by the service provider in consultation with the project manager and may be adjusted from time to time.
- c. Service can be required during the weekend and after hours, and suppliers must make provision for an overtime rate especially in the event of an emergency such as oil spills.

5.4 Routine service of the contractor

- a. The service provider must supply a schedule for the collection of the waste in the yard.
- b. Collection of general waste (both recyclable and non-recyclable) from various collection points around the yard for sorting.
- c. The service provider must ensure that business areas are not adversely affected by the waste services.
- d. The service provider must comply with all site access regulations.
- e. The service provider must comply with all SHEQ and safety file requirements laid out by the SHE divisional manager.
- f. The service provider must ensure that safe working practices are adhered to all times when working on the site.
- g. The service provider must ensure that hazardous waste is promptly removed.
- h. All equipment must have as a minimum meet the SABS specification and code of practice.

- i. Cleaning materials and handling of waste must be utilized in a safe and proper manner in accordance to health and safety regulations.
- j. It is also required that when there is a low volume of work for the three people full time on the site, that they will be required to perform some cleaning duties, such as pulling of weeds, cutting of grass etc, in order to manage the aesthetics of the yard.
- k. The service provider must provide the personnel working on the site with their required PPE at all times.

5.5 General waste management service

- a. The service provider shall provide general and ad hoc services relating to waste management in order to meet the requirements of the Dockyard.
- b. The service provider to provide the services of the highest quality and standard to the satisfaction of the project manager.
- c. The three employees based on the site must be of good character, sober habits, and shall be civil and obliging at all times. They must also be provided with their own required PPE fit for the task and in line with the Dockyard SHE PPE Guidelines.

5.6 Waste removal and recycling

- a. Armscor Dockyard is an environmentally conscious company and as such the appointed service provider undertake the responsibility of recycling all possible waste into various standard categories.
- b. No staff member may remove any items for the reasons of personal use, selling it, or to make it available to any other person.
- c. Should there be a requirement for the storage and use of materials and equipment required, the service provider must include this in their costing.

5.7 General requirements of the service provider

- a. Ensure that onsite staff is properly trained and that vehicles entering or leaving the site are properly licensed.
- b. It is also required that when there is a low volume of work for the three people full time on the site, that they will be required to perform some cleaning duties, such as pulling of weeds, cutting of grass etc, in order to manage the aesthetics of the yard.
- c. Ensure that all equipment used is safe and fit for purpose and in the case of heavy lifting machinery, has the required applicable permits.
- d. All documents that includes all waste disposal certificates and invoices to be supplied to Armscor no later than the 07th of every month.

6 Waste Categories

Table 1 gives the estimated list (including categories) of the waste to be collected, transported and disposed from the ARMSCOR Dockyard.

Table 1 – List of Estimated Waste Quantities for Collection

ITEM NO	DESCRIPTION	UNITS	QTY
100	Hazardous Waste –Year 1		
101	Oil	Litres	2400
102	Cleaning Solvents	Litres	4440
103	Oil Rags	Kg	1680
104	Aerosol Cans	Units	600

105	Contaminated Water/Liquid Waste	Litres	840000
106	Batteries, AA, AAA, PM3, C, D	Units	480
107	Batteries, NiCad	Units	120
108	Batteries, Lead Acid	Units	0
109	Blasting Grit	Kg	600000
110	Plastic bottles with oil/fuel	Units	2640
111	Plastic bottles with coolants	Units	600
112	Plastic bottles with acids	Units	360
113	Empty glass chemical bottles	Units	120
114	Laboratory Broken glassware	Kg	60
115	Spectroscopic graphite electrodes	Kg	60
116	Paint tins	Units	12000
117	Glass containers with toxic chemical waste	Units	240
118	Plastic bottles with toxic chemicals	Units	840
119	Toxic chemical liquid in store	Litres	1560
120	Toxic chemical powder in store	Kg	360
121	Organic Waste	Kg	12000
122	Used oil	Litres	3600
123	Fluorescent Tubes	Units	1200
124	Fuel	Litres	600
125	Bio-hazardous	Kg	6000
126	Silica sand	Kg	12000
127	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000
200	Domestic – Year 1		
201	General Refuse	Wheelie bins	600
300	Recyclables – Year 1 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.		
301	Paper	Kg	6000
302	Wood	Kg	2400
303	Glass	Kg	1200
304	Tins	Kg	3600
305	Plastic	Kg	3600
306	Oil	Litres	3600
307	Ferrous Metals	Kg	3600
308	Non Ferrous Metals (Copper/Lead)	Kg	2400
309	Electrical and Electronic Equipment	Units	600
310	Printer, Fax and Copier Toners	Units	1200
311	Ink Cartridges	Units	1200
400	Hazardous Waste –Year 2		
401	Oil	Litres	2400
402	Cleaning Solvents	Litres	4440
403	Oil Rags	Kg	1680
404	Aerosol Cans	Units	600
405	Contaminated Water/Liquid Waste	Litres	840000
406	Batteries, AA, AAA, PM3, C, D	Units	480
407	Batteries, NiCad	Units	120
408	Batteries, Lead Acid	Units	0
409	Blasting Grit	Kg	600000
410	Plastic bottles with oil/fuel	Units	2640

411	Plastic bottles with coolants	Units	600
412	Plastic bottles with acids	Units	360
413	Empty glass chemical bottles	Units	120
414	Laboratory Broken glassware	Kg	60
415	Spectroscopic graphite electrodes	Kg	60
416	Paint tins	Units	12000
417	Glass containers with toxic chemical waste	Units	240
418	Plastic bottles with toxic chemicals	Units	840
419	Toxic chemical liquid in store	Litres	1560
420	Toxic chemical powder in store	Kg	360
421	Organic Waste	Kg	12000
422	Used oil	Litres	3600
423	Fluorescent Tubes	Units	1200
424	Fuel	Litres	600
425	Bio-hazardous	Kg	6000
426	Silica sand	Kg	12000
427	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000
500	Domestic – Year 2		
501	General Refuse	Wheelie bins	600
600	Recyclables – Year 2 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.		
601	Paper	Kg	6000
602	Wood	Kg	2400
603	Glass	Kg	1200
604	Tins	Kg	3600
605	Plastic	Kg	3600
606	Oil	Litres	3600
607	Ferrous Metals	Kg	3600
608	Non Ferrous Metals (Copper/Lead)	Kg	2400
609	Electrical and Electronic Equipment	Units	600
610	Printer, Fax and Copier Toners	Units	1200
611	Ink Cartridges	Units	1200
700	Hazardous Waste –Year 3		
701	Oil	Litres	2400
702	Cleaning Solvents	Litres	4440
703	Oil Rags	Kg	1680
704	Aerosol Cans	Units	600
705	Contaminated Water/Liquid Waste	Litres	840000
706	Batteries, AA, AAA, PM3, C, D	Units	480
707	Batteries, NiCad	Units	120
708	Batteries, Lead Acid	Units	0
709	Blasting Grit	Kg	600000
710	Plastic bottles with oil/fuel	Units	2640
711	Plastic bottles with coolants	Units	600
712	Plastic bottles with acids	Units	360
713	Empty glass chemical bottles	Units	120
714	Laboratory Broken glassware	Kg	60
715	Spectroscopic graphite electrodes	Kg	60
716	Paint tins	Units	12000

717	Glass containers with toxic chemical waste	Units	240
718	Plastic bottles with toxic chemicals	Units	840
719	Toxic chemical liquid in store	Litres	1560
720	Toxic chemical powder in store	Kg	360
721	Organic Waste	Kg	12000
722	Used oil	Litres	3600
723	Fluorescent Tubes	Units	1200
724	Fuel	Litres	600
724	Bio-hazardous	Kg	6000
726	Silica sand	Kg	12000
727	Sludge from paint and carbon stripper tanks in Chemical Cleaning Bay	Kg	12000
800	Domestic – Year 3		
801	General Refuse	Wheelie bins	600
900	Recyclables – Year 3 Note: Recyclables item prices are payable to Amrscor and should be indicated as negative prices.		
901	Paper	Kg	6000
902	Wood	Kg	2400
903	Glass	Kg	1200
904	Tins	Kg	3600
905	Plastic	Kg	3600
906	Oil	Litres	3600
907	Ferrous Metals	Kg	2400
908	Non Ferrous Metals (Copper/Lead)	Kg	3600
909	Electrical and Electronic Equipment	Units	600
910	Printer, Fax and Copier Toners	Units	1200
911	Ink Cartridges	Units	1200
1000	MISCELLANEOUS		
1001	To place a 6 m3 transportable skip (on demand) – Year 1	skips	48
1002	To place a 6 m3 transportable skip (on demand) – Year 2	skips	48
1003	To place a 6 m3 transportable skip (on demand) – Year 3	skips	48
1004	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	48
1005	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	48
1006	The monthly rental of 6 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	48
1007	To place a 10 m3 transportable skip (on demand) – Year 1	skips	48
1008	To place a 10 m3 transportable skip (on demand) – Year 2	skips	48
1009	To place a 10 m3 transportable skip (on demand) – Year 3	skips	48
1010	The monthly rental of 10 m3 transportable skips on site in the	skips	48

	Dockyard (on demand) – Year 1		
1011	The monthly rental of 10 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	48
1012	The monthly rental of 10 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	48
1013	To place a 15 m3 transportable skip (on demand) – Year 1	skips	72
1014	To place a 15 m3 transportable skip (on demand) – Year 2	skips	72
1015	To place a 15 m3 transportable skip (on demand) – Year 3	skips	72
1016	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	72
1017	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	72
1018	The monthly rental of 15 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	72
1019	To place a 30 m3 transportable skip (on demand) – Year 1	skips	12
1020	To place a 30 m3 transportable skip (on demand) – Year 2	skips	12
1021	To place a 30 m3 transportable skip (on demand) – Year 3	skips	12
1022	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 1	skips	12
1023	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 2	skips	12
1024	The monthly rental of 30 m3 transportable skips on site in the Dockyard (on demand) – Year 3	skips	12
1025	To place a 6000L transportable bowser (on demand) – Year 1	bowzers	36
1026	To place a 6000L transportable bowser (on demand) – Year 2	bowzers	36
1027	To place a 6000L transportable bowser (on demand) – Year 3	bowzers	36
1028	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 1	bowzers	36
1029	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 2	bowzers	36
1030	The monthly rental of a 6000L transportable bowser on site in the Dockyard (on demand) – Year 3	bowzers	36
1031	To place a 12000L transportable bowser (on demand) – Year 1	bowzers	72
1032	To place a 12000L transportable bowser (on demand) – Year 2	bowzers	72
1033	To place a 12000L transportable bowser (on demand) – Year 3	bowzers	72
1034	The monthly rental of a 12000L	bowzers	72

	transportable bowser on site in the Dockyard (on demand) – Year 1		
1035	The monthly rental of a 12000L transportable bowser on site in the Dockyard (on demand) – Year 2	bowzers	72
1036	The monthly rental of a 12000L transportable bowser on site in the Dockyard (on demand) – Year 3	bowzers	72
1037	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	24
1038	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	24
1039	The uplifting & disposal of the 6 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	24
1040	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	48
1041	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	48
1042	The uplifting & disposal of the 10 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	48
1043	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 1	skips	36
1044	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 2	skips	36
1045	The uplifting & disposal of the 15 m3 Hazardous waste skips from the Dockyard (on demand) – Year 3	skips	36
1046	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 1	bowzers	36
1047	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 2	bowzers	36
1048	The uplifting & disposal of the 6000L Hazardous waste bowser from the Dockyard (on demand) – Year 3	bowzers	36
1049	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) –	bowzers	36

	Year 1		
1050	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) – Year 2	bowzers	36
1051	The uplifting & disposal of the 12000L Hazardous waste bowser from the Dockyard (on demand) – Year 3	bowzers	36
1052	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	24
1053	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	24
1054	The uplifting & removal of the 6 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	24
1055	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	36
1056	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	36
1057	The uplifting & removal of the 15 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	36
1058	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 1	skips	12
1059	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 2	skips	12
1060	The uplifting & removal of the 30 m3 recyclables skips from the Dockyard (on demand) – Year 3	skips	12
1061	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 1	bowzers	36
1062	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 2	bowzers	36
1063	The uplifting & removal of the 12000L recyclables bowser from the Dockyard (on demand). – Year 3	bowzers	36
1064	Rate of persons working on the site (Per person/hourly) – Year 1	hours	6240
1065	Rate of persons working on the site (Per person/hourly) – Year 2	hours	6240
1066	Rate of persons working on the site (Per person/hourly) – Year 3	hours	6240
1067	Rate of persons working overtime(Per person/hourly overtime) – Year 1	hours	312
1068	Rate of persons working overtime(Per person/hourly overtime) – Year		312

	2	hours	
1069	Rate of persons working overtime(Per person/hourly overtime) – Year		
	3	hours	312
	This RFB is subject to the following: Mandatory Black Equity Ownership Minimum Black equity ownership of 35% - applicable. • One-envelope.		

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.

- 6.2 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.
- 6.3 The signed ***Annexure A, MEMORANDUM OF 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.

B MAINTENANCE CONDITIONS

1. WORKING HOURS

All work on the Client's site shall take place during the Client's normal working hours, except when instructed by the Project Manager.

Normal working hours are:

Monday – Thursday: 07:15 - 16:30

Friday: 07:15 - 12:15

Should there be a requirement to work outside of the Client's normal working hours, sufficient notification and approval is required from the Project Manager.

2. ADVERSE CONDITIONS AND DEFECTS

2.1 The Contractor shall report in writing to the Client any adverse conditions prior to delivery, which may adversely affect delivery.

2.2 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:- OHASA ACT 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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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;

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**.*

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

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 (SEMAS).

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.

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 what so ever.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.*

NO NUISANCE

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

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.*

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.*

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.*

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.*

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.

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.

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.

DURATION OF AGREEMENT

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

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.

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.

SIGNATURES

FOR AND ON BEHALF OF THE CONTRACTOR

SIGNED at _____ on this _____ day of
_____ 2022

Name:

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED at _____ on this _____ day of
_____ 2022

Name:

WITNESSES:

1. _____

2. _____