

## INVITATION TO SUBMIT QUOTATION

Arm Scor Dockyard requests your quotation for the goods and/or services listed hereunder in this RFQ document. Bidders are requested to furnish all information requested and return their quotation submission before or on the date stipulated in this invitation. Late and incomplete submissions will invalidate the quotation submitted

<b>Issue date: 16/09/2025</b>	<b>RFQ NUMBER: RR 60946/25-26</b>
<b>Closing Date: 16/10/2025 @ 11:00</b>	

### **REQUIREMENT DESCRIPTION: SUPPLY AND DELIVERY OF MATERIAL HANDLING SYSTEMS FOR BLASTING BOOTH**

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**NOTE:** Should the supplier wish to submit an alternative quotation, additional copies of the quotation must be made and not retype or redraft any of the forms used;

### **PROPRIETARY INFORMATION**

- Quotation documents may **ONLY** be obtained from the Arm Scor Procurement Department and may **NOT** be given to a third party.
- Quotations received from companies whose RFQ documents were **NOT** obtained from

## RFQ NUMBER: RR 60946/25-26

### INSTRUCTIONS ON SUBMISSION OF QUOTATION

- 1 Quotation Closing Date and time: 16/10/2025 @ 11:00 .
- 2 The quotation must STRICTLY be received in this email address [Procurementdy@armscordy.co.za](mailto:Procurementdy@armscordy.co.za).  
**Failure to submit RFQ to dedicated mailbox will invalidate submission:**

The Manager: Procurement Division  
Armcor Dockyard

### ENQUIRIES

- 2.1 All queries regarding quotation must be addressed to: [Procurementdy@armscordy.co.za](mailto:Procurementdy@armscordy.co.za)  
Procurement Division  
E-mail Address: [procurementdy@armscordy.co.za](mailto:procurementdy@armscordy.co.za)

### SUPPLIER REGISTRATION

- 3.1 Bidders must register on the National Treasury Central Supplier Database (CSD) in terms of National Treasury Instruction.
- 3.2. Bidders must electronically register for Security on Armcor website to be considered for orders which are administered by Armcor SOC Ltd on Behalf of clients.

For more information on security registration contact: -

**The Security Registration**

**Private Bag X337**

**PRETORIA**

**0001**

**E-mail: - [register@armcor.co.za](mailto:register@armcor.co.za)**

**Website: [www.armcor.co.za](http://www.armcor.co.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]	
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.	Originally 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.	B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification or a valid sworn affidavit prescribed by the B-BBEE Codes of Good Practice and Defense Section Code Affidavit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.	Designated sectors: Local production and content. <b>(Where applicable)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

6.	Originally certified copy of Identity Document, no older than 6 months certified.	Yes	No
		<input type="checkbox"/>	<input type="checkbox"/>

**RFQ No: RR 60946/25-26**

## BIDDING STRUCTURE

Name of Individual Bidder	
National Treasury (CSD) Supplier Number	
VAT Registration 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:
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**PRICING SCHEDULE****NAME OF THE BIDDER:****VALIDITY PERIOD:**Quotation to remain **valid** for acceptance for a period of **60** days counted from the closing date.**Please quote on the following:**

Item	Description	UOM	Quantity	Unit Price	Sub-Total
1	Supply, Delivery, Installation and Commissioning of Machine as per the attached Specification Below	EA			
2	Conduct Training as per attached Specification.				
3	NOTE: NON-COMPULSORY SITE BRIEFING AT ARMSCOR DOCKYARD  DATE FOR SITE BRIEFING IS THURSDAY 25 SEPTEMBER 2025 @ 11:00				
4.					
5.					
6.					
7.					
8.					
Attach list for quotes if table is insufficient					
Minimum 35 % black equity ownership		Applicable <input checked="" type="checkbox"/> /Not applicable <input type="checkbox"/>			
The preference points will be awarded in terms of specific goals					
Specific Goals applicable: <input checked="" type="checkbox"/> Table A or <input type="checkbox"/> Table B or <input type="checkbox"/> Table C or <input type="checkbox"/> Table D or <input type="checkbox"/> Table E (SELECT ONE)					
	Sub-Total				
	VAT@15%				
	TOTAL PRICE (INCLUDING VAT)				

Delivery Address: **Armcor Dockyard Transit Store, Cole Point, East Yard, St George's Street****Simons Town** ☒

- When Delivery period after order receipt?
- Is delivery period fixed? **Yes** ☐ **/No** ☐
- Is the price(s) fixed? **Yes** ☐ **/No** ☐
- Is the quote strictly to specification? **Yes** ☐ **/No** ☐

I/We agree that this quotation shall remain binding on me/us and open for acceptance for the period stipulated above;

Name in block letters:

Capacity:

Signature.....

Date:

**RFQ No: RR 60946/25-26**

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

**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:**

1. Are you the accredited agent in RSA for the manufacturer of supplies quoted by you?

2. Is a special import permit required?

If not, state your imports permit number

3. What are the names and addresses of overseas suppliers? (Give particulars in KD 22)

4. Foreign content:

4.1 What amount in foreign currency must be remitted? overseas?

4.2 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:

5. Statutory costs:

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

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

a) Customs duty

b) Ad valorem customs duty?

## PRICE BREAKDOWN

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)		
<b>TOTAL</b>			

.....  
DATE

.....  
 BIDDER'S SIGNATURE

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

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

I/We agree -

1. that this bid shall remain binding on me/us and open for acceptance for the validity period stipulated;
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 Dockyard, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 5 dated 22 June 2022, the contents of which I/we acknowledge ourselves to be acquainted with.

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

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered: Name of bidder:

**AUTHORISED SIGNATURE**

..... Date: .....

Name in block letters:

Capacity:

**RFQ EVALUATION CRITERIA**

- 1.1 Administrative evaluation
  - 1.1.1 Completeness accuracy of returnable documents
- 1.2 Technical evaluation
  - 1.2.1 Provide specification evidence of compliance technical requirements
- 1.3 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (All applicable taxes included)
- 1.4 Quotation will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000:
 

Allocation of points in awarding the quotation will be as follows:

1.4.1. PRICE	<b>80</b>
1.4.2 SPECIFIC GOALS	<b>20</b>
<b>*Total points</b> for Price and Specific goals must not exceed	<b>100</b>

## PREFERENTIAL PROCUREMENT REGULATION REQUIREMENT

1. The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.
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. Preference points for this bid shall be awarded for:
 

Price	<b>80</b>
Specific Goals	<b>20</b>
Total points for Price and Specific Goals must not exceed	<b>100</b>

**4. Bidders who do not submit valid proof of Specific Goals claim will score zero (0).**

### 2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

#### 2.1 Specific Goals

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

**TABLE A: Advancement of SMMEs**

No	(i) Black owned entities or (ii) Black owned Military Veterans entities or (iii) Black women owned entities or (iv) Black youth owned entities or (v) Entities owned by Black people living with disabilities or (vi) Entities owned by Black people living in rural areas or (vii) Entities owned by Unemployed black people	90/10 preference points system	80/20 preference points system
1.	EMEs or QSEs entities which are 100% black owned	10	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	8	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	4	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0	0



**TABLE B: Advancement of Local Content & Production**

	Advancement of entities with local manufacturing capabilities for designated sectors	90/10 preference points system	80/20 preference points system
1.	Full compliance to the applicable minimum threshold for local content & production	2	4
2.	Non-compliance to the applicable minimum threshold for local content & production	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	<b>Below Level 3</b>	<b>0</b>	<b>0</b>

**TABLE C: Income Generation**

	Income Generation, Disposal or Leasing of Assets Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1	10	20
2.	Level 2	8	16
3.	Level 3	6	12
4.	Below level 3	0	0

**TABLE D: Locality**

No	Entities Located in Specific Province, Region or Municipality	90/10 preference points system	80/20 preference points system
1.	Entities located within the specific locality	2	4
2.	Entities located outside the specific locality	0	0
	Advancement of South African Companies	90/10 preference points system	80/20 preference points system
1.	Level 1 and 100% black owned	8	16
2.	Level 2 and at least 51% black owned	6	12
3.	Level 3 and at least 35% black owned	1	2
4.	Below Level 3	0	0

**TABLE E: Advancement of BEE Compliant Suppliers**

No	Advancement of BEE compliant suppliers	90/10 preference points system	80/20 preference points system
1.	100% black equity ownership	10	20
2.	51% - 99% black equity ownership	8	16
3.	35% - 50% black equity ownership	4	8
4.	0% - 34% black equity ownership	0	0
5.	Specialised Entities	10	20

### 3. PRINCIPLES

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

- a. A B-BBEE Sworn Affidavit fully completed and

- i. Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)
  - ii. Does not contradict itself (% black ownership matches compliance level)
  - iii. Commissioner of Oaths credentials and signature are reflected.
- b. A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency.
  - c. An entity submitting an unincorporated Joint Venture / Consortium must attach a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.
  - d. B-BBEE status must be based on the latest financial year-end information; otherwise it is invalid and unacceptable.

### **3.2 Local content and production**

- a. The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the
- b. link below.  
<http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/>
- c. The bidder shall submit with the Bid documents a completed Annexure C, D & E and an Exemption letter from the DTIC and a letter from the manufacturer.

### **3.3. Locality**

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

### **3.4 Ownership**

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

### **3.5 Verification of bidder's information**

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

## ANNEXURE 1

**DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<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  (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;”</p>
<b>Definition of “Black Designated Groups</b>	<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>

## ANNEXURE 1

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

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.

[illegible]

## ANNEXURE 2

**DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of “Black People”</b>	<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>
<b>Definition of “Black Designated Groups</b>	<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	<b>Level One</b> (135% B-BBEE procurement recognition)	<input type="checkbox"/>
At Least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	<input type="checkbox"/>

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

Commissioner of Oaths	Deponent
Signature and Stamp	
	Signature
Date	Date

## ANNEXURE 3 TAX STATUS

## YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	RR 60946/25-26	CLOSING DATE:	16/10/2025	CLOSING TIME:	11:00
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DESCRIPTION SUPPLY AND DELIVERY OF MATERIAL HANDLING SYSTEMS FOR BLASTING BOOTH

## BID RESPONSE DOCUMENTS MAY BE EMAIL TO:

Procurementdy@armscordy.co.za

## BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

## TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	R TSHIKHUDO	CONTACT PERSON	Mr. GG Modisakeng
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Procurementdy@armscordy.co.za	E-MAIL ADDRESS	

## SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER					
CELLPHONE NUMBER					
FACSIMILE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
<b>SUPPLIER COMPLIANCE STATUS</b>	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	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
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## [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; 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
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## 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 3 TAX STATUS

### 1. BID SUBMISSION:

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

### 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."

### TAX COMPLIANCE NOTE

It is a condition 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 ON ANNEXURE 3**

**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:



## Annexure 4

**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 interest in the enterprise, employed by the state? YES ☐ /NO ☐

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

Full Name	Identity Number	Name of State institution

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:

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

2.3.1 If so, furnish particulars:

### 3. DECLARATION

- 3.1 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:
- 3.2 I have read and I understand the contents of this disclosure;
- 3.3 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.4 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 consortium will not be construed as collusive bidding.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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



## **PROCUREMENT SPECIFICATION: MATERIAL HANDLING SYSTEMS FOR BLASTING BOOTH**

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**SUMMARY:** THIS DOCUMENT ESTABLISHES THE PROCUREMENT  
SPECIFICATIONS FOR MATERIAL HANDLING SYSTEMS FOR THE BLASTING  
BOOTH FOR ARMSCOR DOCKYARD SIMON'S TOWN

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**DATE OF ORIGINAL ISSUE: JUNE 2025**

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## AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc change proposal No.	CM Conformance	
				Name	Initials
001	2023 February	Release	N/A	LUSASA	L
002	January 2024	Revised	N/A	LUSASA	L
003	June 2024	Revised	N/A	LUSASA	L
004	September 2025	Revised	N/A	LUSASA	L

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## **1 INTRODUCTION**

The operations division of Armscor dockyard has a blasting booth facility which is used surface preparation of metallic components. However, the facility is not equipped with material handling systems. Therefore material handling systems such as an overhead lifting mechanism and a winch are required in the facility so as to improve productivity and mitigate the risk of relying on other divisions for material handling requirements. This specification document identifies the requirements for the material handling systems that need to be installed in the blasting booth.

## **2 BACKGROUND**

Items that are brought to the blasting booth for surface preparation are often big and heavy. These items are either delivered to the facility by forklifts and trucks, they are then loaded onto rail wagons by the forklifts or by means of a mobile crane when they are too heavy for the forklift. The items are then pushed by a forklift into the blasting booth for shot-blasting. The booking of forklifts and mobile cranes for material handling requirements has proven to be an obstacle and has a negative impact on productivity.

## **3 APPLICABLE DOCUMENTS**

- 3.1 Occupational Health and Safety Act No 85 of 1993.
- 3.2 SANS 60204-1: Safety of Machinery, Electrical equipment on Industrial Machines.
- 3.3 SANS 1200: Standardized specification for civil engineering construction.
- 3.4 SANS 10400: The application of the National Building Regulations.
- 3.5 SANS 10142-1: The Code of Practice for the Wiring of Premises.
- 3.6 SANS 7752-5: Lifting appliances – controls – layout and characteristics – part 5: overhead travelling cranes and portal bridges.
- 3.7 SANS 7363: Cranes and lifting appliances – Technical characteristics and acceptance documents.
- 3.8 SANS 4310: Cranes - Test code and procedures.

Table 1: Abbreviations and acronyms.

Abbreviation & Acronyms	Descriptions
T	Tonnes
Kg	Kilograms
M	Meters
L	Length
B	Breadth
H	Height
Ph	Phase
V	Volts
Hz	Hertz
SOP	Standard Operating Procedure
SANA	South African National Standard
COC	Certificate of Compliance

## 4 REQUIREMENT

### 4.1 PROJECT PURPOSE AND OBJECTIVE

The installation of material handling systems as envisaged by this project will provide a more productive and efficient surface preparation facility (blasting booth) which shall be compliant with all legislative requirements for worker safety and the environment.

### 4.2 TECHNICAL EXPERTISE

4.2.1 The Supplier shall ensure that installation, commission and set to work of the equipment and building of the structure are carried out by qualified technical personnel.

### 4.3 EQUIPMENT SPECIFICATIONS

The identified material handling systems for enhancing productivity of the blasting booth facility are a free-standing monorail crane with maximum lifting

capacity of 3 tonnes (T) and a winching system with maximum hauling force of 1.5T. Specifications for the equipment are given below:

#### 4.3.1 Free Standing Monorail Crane

The free standing monorail crane will be used for loading and off-loading items to be grit blasted. It will also be used for turning of items when certain areas are not accessible for blasting. The free standing monorail crane shall be made up of a beam support structure with a 3 tonne manual chain block mounted on a geared trolley.

##### **Specification:**

The support structure shall be made up of steel beams and frames that are painted with a highly corrosion resistant paint coating.

Area of installation: the monorail crane will be installed in a semi-enclosed area with three walls and a roof.

Dimensions: L (travel distance for the crane) = 10m

B (span of the crane) = 8m

H (lifting distance for the crane) = 3m

The support structure is to be similar to the representative example below:



Figure 1: Support structure for monorail crane.

Geared trolley with 3 tonne chain block: the system shall be similar to the representative example shown below:





Figure 2: Geared trolley with chain block.

#### 4.3.2 Winching system

The winching system will be used for hauling the wagons in and out of the blasting booth. The winching system shall include a pulley assembly that will allow the system to change direction of hauling.

Table 2: Winch specification

Critical Requirements	Value/description
Power Supply	3 / 380 - 420 / 50-60 (Ph / V / Hz )
Minimum hauling capacity	1.5T
Wire rope length	110m (Minimum)
Wire rope type	Corrosion resistant, Non-lubricated(greased)
Motor speed	2 speed motor (slow & fast)



Figure 3: Winching system.

## 5 EVALUATION

For the supply and installation of the material handling equipment the bidder shall fully comply with the critical criteria in table 2 below. Failure to comply with any of the critical requirements listed on table 2 below will result in a disqualification of the bid.

**Table 2: Critical Criteria**

Criterion 1	
<b><u>Requirement:</u></b>  The Bidder shall supply the winching system as per RFQ, SPECIFICATION – PROCUREMENT SPECIFICATION: MATERIAL HANDLING SYSTEMS FOR BLASTING BOOTH, paragraph 4.3.2, Table 2 above.	<b><u>Compliance Evidence:</u></b>  The Bidder shall submit technical specification sheets and/or brochures/catalogues from the supplier of the winching system equipment confirming that the offered equipment conforms to the 5 parameters listed under Table 2.
Criterion 2	
<b><u>Requirement:</u></b>  The bidder shall demonstrate competence of previous/current work on installation of material handling equipment.	<b><u>Compliance Evidence:</u></b>  The bidder shall submit a completion certificate of a material handling equipment installation signed by the client or the bidder shall submit a signed confirmation letter from the client on the client's letter head confirming that the bidder has fully installed an operational material handling equipment system.

## 6 PROJECT EXECUTION

The entire installation shall be treated as a turnkey project (procure material, deliver to Amrscor Dockyard in Simons Town, assemble, erect and permanently anchor structures) executed by one main contractor, which may be supported by a number of nominated sub-contractors. The main contractor shall manage all aspects of the project including subcontractors. The design layout of the material handling systems must be submitted to Amrscor Dockyard for acceptance before the production and subsequent installation can commence.

The scope of work includes the design, modification, fabrication, supply, delivery, and installation, commissioning and testing activities including the electrical, material handling systems and relevant equipment required to deliver a functional and effective material handling system in the blasting booth at Armscor Dockyard in Simon's Town.

## **5.1 SITE VISIT AND BIDDER'S CONFERENCE**

All potential suppliers and bidders will be advised to attend a bidders briefing and do a site inspection to assess and better understand the requirement. A Bidder's Conference will be held at Armscor Dockyard, Simon's Town. A date will be communicated by the Procurement Division to all prospective suppliers.

## **7 TRAINING**

The supplier of the material handling systems shall provide a structured training for competency of using the equipment, with training manuals to at least 5 operators. The training shall cover all the features of equipment operation and maintenance.

## **8 DOCUMENTATION**

All documentation shall be in legible, grammatically correct English.

Documentation to be supplied:

- 7.1 Standard operating procedure (SOP's)
- 7.2 Hardcopies of operation and maintenance manuals for the equipment
- 7.3 Two hard copies of detailed installation and foundation drawings.
- 7.4 Electrical and mechanical drawings if applicable.

## **9 SITE ACCEPTANCE REQUIREMENT**

The Supplier shall provide the following documentation during site acceptance:

- 8.1 Warranty and guarantee documentation detailing exact periods and conditions.
- 8.2 All guarantees and warranties shall be issued with equipment upon commissioning.
- 8.3 The supplier, during commissioning shall perform equipment functionality test at Armscor Dockyard to demonstrate the equipment is fit for purpose.
- 8.4 After testing the equipment, the Supplier shall issue a Certificate of Conformity and Armscor Quality Representative shall sign it.
- 8.5 Supplier shall issue out load test certificates for the overhead crane/ chain block assemble.

## 10 SAFETY

- 10.1 While on client property related to this contract, the contractor shall be responsible for the safety of his employees.
- 10.2 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.
- 10.3 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.
- 10.4 In any case, the client can, according to its discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to its discretion, charge the contractor for such service rendered.
- 10.5 The signed ANNEXURE A, OHASA ACT 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.
- 10.6 The appointed Service provider shall be expected to submit a safety file prior to commencement of the work on site.

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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## 1. DEFINITIONS

In this agreement, unless the context indicates otherwise –

### **Contractor**

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

### **Employer**

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

### **Hazard**

Means a source of or exposure to danger;

### **he/his/him/himself**

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

### **Mandatory**

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

### **Safe**

means free from any hazard;

### **Workplace**

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

## 2. WARRANTY OF COMPLIANCE

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

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

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

## 3. CONTRACTOR AS AN EMPLOYER

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

## 4. ENVIRONMENTAL COMPLIANCE

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



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

## 5. APPOINTMENTS AND TRAINING

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

## 6. SUPERVISION, DISCIPLINE AND REPORTING

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

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

## 7. ACCESS TO THE OHS ACT

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

## 8. CO-OPERATION

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

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

## 9. WORK PROCEDURES

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

## 10. HEALTH AND SAFETY MEETINGS

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

## 11. COMPENSATION REGISTRATION

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

## 12. MEDICAL EXAMINATIONS

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

## 13. INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in Section 24 of the OHS Act shall be reported by the **Contractor** to the Department of Labour and to the **Employer**. The **Employer**

shall further be provided with copies of any written documentation relating to any incident occurring in the execution of work under contract or agreement with the **Employer**.

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

#### **14. FIRE PRECAUTIONS AND FACILITIES**

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

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

Smoking is only to be permitted in designated smoking areas.

#### **15. HYGIENE AND HOUSEKEEPING**

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

#### **16. NO NUISANCE**

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

## 17. INTOXICATION NOT ALLOWED

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

## 18. PERSONAL PROTECTIVE EQUIPMENT

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

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

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

## 19. PLANT, MACHINERY, EQUIPMENT AND VEHICLES

In accordance with the provisions of Section 10(4) of the OHS Act, the **Contractor** hereby confirms that he has noted his liability for taking the necessary steps to ensure that any machine, article or substance that is

provided to it is safe to use. The mandatory further warrants that this agreement is one made in terms of Section 10(4) of the OHS Act.

## 20. QUALIFICATIONS

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

## 21. NO USAGE OF THE EMPLOYER'S EQUIPMENT

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

## 22. TRANSPORT

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

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

## 23. INDEMNITY

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

## 24. DURATION OF AGREEMENT

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

## 25. HEADINGS

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

## 26. COSTS

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

## 27. SIGNATURES

### FOR AND ON BEHALF OF THE CONTRACTOR

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_

Name:

#### WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

### FOR AND ON BEHALF OF THE EMPLOYER

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_

Name:

#### WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_