#### INVITATION TO BID

## ARMD/2025/09

<u>BID DESCRIPTION:</u> THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN

## TABLE OF CONTENTS

KD17:	12 Pages				
Annexure/Appendix:					
KD18:	2 Pages				
KD21:	1 Page				
KD22:	2 Pages				
KD24:	4 Pages				
KD25:	1 Page				
KD26:	2 Pages				
KD27	5 Pages				
Annexure 1 to KD 24 Annexure 2 to KD24 Annexure 1 to KD 25	2 Pages 2 Pages 2 Pages				

## 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.

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

Last update- 2023-05-12 RFB No: ARMD/2025/09

RESTRICTED

## -1-RETURNABLE DOCUMENTS CHECKLIST

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

	List of documents required.	Sub	mitted
		[Yes	or No}
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes	No
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes	No
3.	Copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents.	Yes	No
4.	Copy of the Joint Venture / Consortium Agreement duly signed by all parties	Yes	No
5.	Copy of the Sub-Contracting Agreement duly signed by all parties	Yes	No
6.	Valid proof of BBBEE status for the bidder and its sub-contractor(s)	Yes	No
7.	Designated sectors: Local production and content. (Where applicable)	Yes	No
8.	Originally certified copy of Identity Document for the Company representative	Yes	No
9.	Copy of latest audited financial statements	Yes	No
10.	Bid conditions acceptance form on KD17	Yes	No

-2- KD 17

# ARMAMENTS CORPORATION OF SOUTH AFRICA SOC LTD (ARMSCOR)

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

REQUEST FOR BID: <u>ARMD/2025/09</u> - THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN

## 1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at 11:00 am on 09/10/2025 (SOUTH AFRICAN TIME)
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Dockyard, Cole Point Security gate, Simon's Town before the bid closing date and time addressed to:

The Divisional Manager Procurement & Logistics

Armscor Dockyard

Postal address: Armscor Dockyard

Private Bag X3 Simon's Town, 7995

Delivery address: Armscor Dockyard Tender Box

**Dockyard Security Entrance** 

Cole Point Road Simon's Town

- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.
- 1.5 Bid proposals received after the closing time and date will not be considered.

## 2. ENQUIRIES

2.1 All queries regarding this bid must be addressed in writing to:

The Procurement Division E-mail Address: Dockyardbid-enquiries@armscor.co.za. Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bid proposals to remain valid for acceptance for a period of <u>hundred and twenty (120)</u> days counted from the closing date.

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

## **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**

DIDDING STRUCTURE	
Indicate the type of bidding structure b	y marking with an 'X' in an appropriate box.
Individual Bidder	
Joint Venture	
Consortium	
Using Sub-contractors	
Other	
Only fill the relevant category:	S. Unavadas as
If individual bidder, indicate the f	ollowing:
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 follow	ving documents:
Copies of the bidder's CIPC company registration	n documents listing all members with percentages, in case of a CC.
that country.	ocal and if foreigner supply passport number or identification as applicable in
Latest copies of all share certificates, in case of a	a company or any other form of a legal entity. Percentage shareholding with shareholders of the bidding entity.
The state of the s	- The blading of the

If Joint Venture or Consortium	, indicate	the	following:	(То	be	completed	for	each
JV/Consortium member)								
Name of Joint Venture / Consortium								
Company / Close Corporation								
Registration Number								
VAT Registration Number								
J								
National Treasury Supplier Number								
3 11								
Unique Registration Reference								
Number								
Contact Person								
Telephone Number								
'								
Fax Number								
Email Address								
Postal Address								
Physical Address								
3								
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.								
Sharoholding broakdown por raco, gonder and p	arcontago charo	holdi	na with charoho	Idore o	t tho	hidding ontity		

If using subcontractors, indicate t	he following:
Name of Prime -Contractor	· ·
Percentage Value to be subcontracted	
Company / Close Corporation	
Registration Number	
VAT Registration Number	
<b>G</b>	
National Treasury Supplier Number	
Unique Registration Reference	
Number	
Contact Person	
Contact 1 ci 3011	
Telephone Number	
relephone Namber	
Fax Number	
rax Number	
Email Address	
Email Address	
D. I. I.A.I.I.	
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	
T division	
Email Address	
Eman Addi 633	
Postal Address	
1 Ostal Addi C33	
Physical Address	
1 Hysical Addicess	
NP: Submit with the hid the faller	wing documents for both Drime and Sub Contractors.
	ving documents for both Prime and Sub-Contractors: n documents listing all members with percentages, in case of a CC.
	ical and if foreigner supply passport number or identification as applicable in
that country.	and in toreigner supply passport number of lucintification as applicable in
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 p	ercentage 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 follow	ving documents:
Copies of the bidder's CIPC company registration	n documents listing all members with percentages, in case of a CC.
that country.	al and if foreigner supply passport number or identification as applicable in
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 p	ercentage shareholding with shareholders of the bidding entity.
Declaration:	
Land the state and harden decrease to the second	and believe be a substitute of the color of
i, as the duly authorized representative of the company information including tax complian	ne bidder hereby authorize Armscor to request, investigate and process nce via the SARS website.
Name	ID number

## BID CONDITIONS ACCEPTANCE FORM

Bidders shall complete and sign this bid conditions acceptance form

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

I/We agree -

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

I/We choose as domicilium citandi et executandi in the Republic
(no post box or private bag)
IN BLOCK LETTERS ON BEHALF OF -
Complete registered: Name of bidder:
AUTHORISED SIGNATURE
Date:
Name in block letters:
Capacity:

#### SUPPLIER REGISTRATION

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

For more information on security registration contact: The Security Registration Private Bag X337 PRETORIA 0001

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

## ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

Bidders shall furnish the price without advance payment.

#### 6. Performance Guarantee:

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

#### 7. Commissions:

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

8. Compliance with Arms Control and Non-Proliferation requirements

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

- 8.1 All relevant South African legislation, including, but not restricted to, the following:
  - a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
  - b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and it's implementing Regulations.
- 8.2 Defence export legislation of supplier countries, i.e. countries from which defence material is exported to South Africa as well as countries of origin of the material.

- 8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract-

#### Submission of a NCACC Permit

- 9.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:
  - a) Registered with the National Conventional Arms Control Committee (NCACC)
  - b) Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms control (DCAC).

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

#### 10. Tax Compliance

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

- 11. Defence Industrial Participation and National Industrial Participation
  - 11.1 The DIP value threshold of foreign content is based on:

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

- 11.2 Where a contract to the value of the equivalent of USD10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.
- 12. Mandatory local production and content for designated sectors
  - 12.1 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
  - 12.2 If there is no designated sector, Armscor 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.

## 13. Awarding of Bids

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

The applicable points are:

Price: (Pp) 80 Points

Specific Goals: 20 Points

Total: 100 Points

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

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

80/20

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of bid under consideration

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

KD17 page 12		BID NUMBER	:	ARMD/2025/09
		CLOSING AT 11:00 ON	:	09/10/2025
VALIDITY DEDIOD.	120 DAVC	NAME OF BIDDED		

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
01	Repairing, testing and commissioning of frequency converter slip rings				
02	<b>Total for test equipment</b> as priced/quoted in Annexure C (Pricing of test equipment) of RFB				
	Specific goal: Local content and production – Electrotechnical.		-		
	Single-envelope evaluation approach.				
	<ul> <li>Transformation Requirements</li> <li>Black Equity Ownership – 35% - Applicable</li> <li>Subcontracting –Not applicable</li> <li>Specific Goals applicable - Table B</li> <li>Objective Criteria – Not applicable</li> </ul>				
	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:
	Note: Transport rate (R/km) shall be in line with Armscor's transport rate threshold

- Labour cost:

No.	Skill required	Rand per hour rate (R/hour)
5.1.	Assistant	
5.2.	Artisan	
5.3.	Technician	

Mark-	up percentage for line items 1 up to and including 5 in the pricing schedule table above: $\_$	%
*	Must be completed by Ridder if not completed by Armscor	

# ARMAMENTS CORPORATION OF SOUTH AFRICA LTD (ARMSCOR)

## QUESTIONNAIRE

				REPLIES
	1. Wha	t is the r	request for bids number?	
	2. Price	e basis o	f bids (Delivered into store):	
	3.	Indica	te which of the following applies:	
		3.1	The prices are fixed.	
		3.2	The prices are not fixed	
	4.	The	delivery period shall be fixed	
<b>5</b> .		-	e accredited agent in the RSA for the cturer of the supplies quoted by you?	
	WAR	EHOU	PPLIES OFFERED ARE TO BE IMPORTED O SE, THE ATTACHED SECURITY QUESTIONI D AND THE FOLLOWING QUESTIONS ANS	NAIRE (KD 22) MUST BE
	6. Is a	special	import permit required?	
	If n	ot, state	your imports permit number	
	7.		are the names and addresses of your as suppliers? (Give particulars in KD 22)	
	8.	Foreig	n 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 base	ed? DATE:
	9.	Statuto	pry costs:	
		9.1	Are the goods quoted on subject to customs duty, ad valorem customs or surcharge?	

.../2

	9.2	lf s	so, what is the amount payable in respect of		
		a)	Customs duty		
		b)	Ad valorem customs duty?		
PRIC	E BRE	AK	DOWN		
10.	The fo	llov	ving particulars must be furnished, failure of wh	nich may invalic	late the bids.
				AMOUNT	% OF TOTAL PRICE
	10.1		FOB/FCA cost of item		
	10.2	2	Sea/Air freight		
	10.3	3	Insurance charges		
	10.4	ļ	Clearance charges		
	10.5	<u>,</u>	Customs duties		
	10.6	)	Ad valorem customs duties		
	10.7	,	Delivery costs from port/airport to your premises		
	10.8	3	Local content (excluding (10.10)		
	10.9	)	Delivery costs from your premises into store		
	10.1	0	Balance (detail to be submitted)		
			TOTAL		
DATE			 BIDD	DER'S SIGNATU	JRE

## ARMAMENTS CORPORATION OF S.A. LIMITED (ARMSCOR)

## PREVIOUS PURCHASES

## LAST TWO BIDS

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

DATE OF BIDS	ORGANIZATION	ORDER NO.	ITEMS PURCHASED	UNIT PRICE	MOTIVATION FOR PRICE DIFFERENCES

BIDDER:	
SURNAME AND INITIALS:	
DATE:	
SIGNATURE:	

## ARMAMENTS CORPORATION OF SOUTH AFRICA LIMITED (ARMSCOR)

## SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

COUNTRY OF ORIGIN:	
Item No(s).	Country
NAME OF MANUFACTURER(S)/	
Item No(s).	Name
NAME OF INTERMEDIARY (IES) IN 1.2):	) (WHEN THERE IS NO DIRECT CONTACT WITH THE FIRMS LIS
Item No(s).	Name
NAME OF ACENTS DESPONSIBLE	
NAME OF AGENTS RESPONSIBL	LE FOR SHIPPING AND CLEARANCE:
Item No(s)	Name
NAME OF BANK ARRANGING TE	RANSFER OF FUNDS OVERSEAS:  Name

Y SPECIAL EXPORT REQUIREMENTS? YES/NO
Requirements
equested may render the bid invalid.

## BROAD-BASED BLACK ECONOMIC EMPOWERMENT

## ACRONYMS AND ABBREVIATIONS

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

- 1. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000
- 1.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022; Armscor Preference Point System of the Preferential Procurement Regulations, 2022.
- 1.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

100

1.3 Preference points for this bid shall be awarded for:

Price 80
Specific Goals 20

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

2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

Total points for Price and Specific Goals must not exceed

## 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**

ABLE A . Advancem	ADEL A : Advancement of omines						
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%	10	20				
1.	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	90/10	80/20 preference
	manufacturing capabilities for designated	preference	points system
	sectors	points system	
1.	Full compliance to the applicable minimum	2	4
	threshold for local content & production		
2.	Non-compliance to the applicable minimum	0	0
	threshold for local content & production		
	Advancement of South African Companies	90/10	80/20 preference
		preference	points system
		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 C: Income Generation** 

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

**TABLE D : Locality** 

ABEL D . Locality			
No	Entities Located in Specific	90/10 preference	80/20 preference
	Province, Region or Municipality	points system	points system
1.	Entities located within the specific locality	2	4
2.	Entities located outside the specific locality	0	0
	Advancement of South African	90/10 preference	80/20 preference
	Companies	points system	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	90/10 preference	80/20 preference
	suppliers	points system	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

- PRINCIPLES
- 3.1 Valid proof of B-BBEE status is either of the following:
- 3.1.1 A B-BBEE Sworn Affidavit fully completed and
  - 3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)
  - 3.1.1.2 Does not contradict itself (% black ownership matches compliance level)
  - 3.1.1.3 Commissioner of Oaths credentials and signature are reflected.
- 3.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency.
- 3.1.3 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.
- 3.1.4 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
- 3.2.1 The complete list of sectors and sub-sectors which are designated for local production with minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the link below.

http://www.thedtic.gov.za/sectors-and-services-2/industrial-development/industrial-procurement/
3.2.2 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
- 3.3.1 The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).
- 3.3.2 In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.
- 3.3.3 In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.
- 3.3 Sub-Contracting
- 3.3.1 It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from R10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.
- 3.3.2 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contracted activities or work..
- 3.3.3 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.
- 3.4 Ownership
- 3.4.1 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 bidders information

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

## **B-BBEE DECLARATION**

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

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

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

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

contained herein above is true and corr	ect.
AUTHORISED SIGNATURE	: Date:

Name in block letters

Capacity

I, the undersigned, am duly authorised to certify on behalf of the abovementioned entity that the information

It is a condition of bids that the successful bidder <u>MUST</u> 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<u>www.sars.gov.za</u>.

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

#### 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? <b>YES/NO</b>
2.2.1	If so, furnish particulars:
2.3	Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  YES/NO
2.3.1	If so, furnish particulars:
of an	power, by one person or a group of persons holding the majority of the equity enterprise, alternatively, the person/s having the deciding vote or power to ence or to direct the course and decisions of the enterprise

#### 3 DECLARATION

- 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.
- 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

Last update- 2023-05-12

<sup>2</sup> 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 "Armscor 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 "Armscor 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 "Armscor 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. Armscor 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 Armscor 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:

- Armscor 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)
  - Associated Milestone / Line item on the order under which the IP was established

## 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 proper manage such IP;

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site.

After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

#### 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 (<a href="www.armscor.co.za/Downloads/Download.asp">www.armscor.co.za/Downloads/Download.asp</a>) 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 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 The contractual milestone or item, which when completed, will define the

Milestone/Item point in time at which the IP will be established.

## 5. INTELLECTUAL PROPERTY QUESTIONNAIRE

I/We, the undersigned, who warrant that I/we at that the following information is correct and of offered scope of work. (Please circle the relevan	complete in terms of Intellectual Property rel		,
Will Background IP be applicable during the	execution of the quoted scope of work?	Yes	No
If yes, state particulars by completing the 'Ba' item as a separate line.	ackground IP' worksheet. Indicate each IP		
Will Historic IP be utilised and/or is it requirescope of work?	red as a prerequisite to execute the quoted	Yes	No
If yes, state particulars by completing the findicate each IP item as a separate line;	'Historic IP' worksheet for each IP item.		
Will any of these Historic IP items be enhance of work?	ed during the execution of the quoted scope	Yes	No
If yes, also complete the 'Foreground IP' work	ssheet 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 'Fo Indicate each IP item as a separate line.	oreground IP' worksheet for each IP item.		
This completed form, along with all addrelevant, populated on the KD27 Spread	ditional information, as requested above dsheet, have to be attached to the bid.	e whei	re
WITNESSES:			
1			
2			
	SIGNATURES OF BIDDER(S)		
	DATE:		
ADDRESS:	DATE:		
, ADDRESS.			

## <u>DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE</u>

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 –
	<ul> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-</li> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to</li> </ul>
	acquire citizenship by naturalization prior to that date;"
Definition of "Black	"Black Designated Groups means:
Designated Groups	<ul> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> </ul>
	(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;
	<ul> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>

## ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:		
The Enterprise has% Black Ow	wned as per Amended Code Series 100 of the	he Amended Codes of
Good Practice issued under section 9 (1) of B-	•	
The Enterprise has% Black Fe	emale Owned as per Amended Code Series	s 100 of the Amended
Codes of Good Practice issued under section		
2013,	( )	,
The Enterprise has% Black Delta contact the property of the proper	esignated Group Beneficiaries as per Amer	nded Code Series 100
of the Amended Codes of Good Practice issue	=	
by Act No 46 of 2013,	( )	
Black Designated Group Owned % Breakdown	n as per the definition stated above:	
<ul><li>Black Youth % =</li></ul>	•	
Black people living with disabilities		
Black Unemployed % =		
Black People living in Rural areas		
Black Military Veterans % =		
Black Williary Votorario /o =		
Based on the Financial Statements/Managements	ent Accounts and other information available	on the latest financial
year-end of, the annual Total		
Please confirm on the table below the B-BBEE	E level contributor, by ticking the applicab	le box.
100% Black Owned Level One (135% B-BBE	E procurement recognition)	
At Least 51% Black Level Two (125% B-BBE		
Owned		
Less than 51% Black   Level Four (100% B-BBE	E procurement recognition)	
Owned		
4. I know and understand the contents of this affidav	vit and I have no objection to take the prescri	hed nath and consider
the oath binding on my conscience and on the own		
5. The sworn affidavit will be valid for a period of 12		
·		
Commissioner of Oaths	Deponent	
Credentials and Signature		
1		

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"	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	<ul> <li>"Black Designated Groups means: <ul> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(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;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul> </li> </ul>

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

2. I haraby daglara under Oath that				
<ul><li>I hereby declare under Oath that:</li><li>The Enterprise has% Black Owned as per Amended Code Series 100 of the Amended</li></ul>				
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,				
<ul> <li>The Enterprise has% Black Female Owned as per Amended Code Series 100 of the</li> </ul>				
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,				
<ul> <li>The Enterprise has% Black Designated Group Beneficiaries as per Amended Code</li> </ul>				
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,				
<ul> <li>Black Designated Group Owned % Breakdown as per the definition stated above:</li> </ul>				
• 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)				
<ul> <li>Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.</li> </ul>				
100% Black Level One (135% B-BBEE procurement recognition)				
Owned  At Least 519/ Plack   Level Two (1259/ P. PREE progurement recognition)				
At Least 51% Black   Level Two (125% B-BBEE procurement recognition) Owned				
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

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

# ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR								
BID NUMBER:	ARMD/	2025/09 CLOSING DATE:09/10/2025 CLOSING TIME: 11:00 am						
DESCRIPTION		PPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, ISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S						
		FNTS MAV RF D	EPOSITED IN THE BID E	ROX SITHATFI	η ΔΤ·			
DID RESI ONSE	DOCOM	LINIS WAT DE D	LI OSITED IN THE DID E	DON SHOWLE	JAI.			
ARMSCOR Dock	yard Te	nder box, Colepo	int security, Colepoint r	oad, Simonsto	own			
BIDDING PROCE	DURE E	NQUIRIES MAY	BE DIRECTED TO	TECHNICAL	ENQUIRIES MAY	BE DIRECT	ГЕD ТО:	
CONTACT PERS	ON	DockyardBid-	Enquiries	CONTACT P	ERSON		DockyardBid-Enquiries	
TELEPHONE NUI	MBER	021 787 3149		TELEPHONE	NUMBER		021 787 31	49
FACSIMILE NUM	BER	N/A		FACSIMILE N	NUMBER		N/A	
E-MAIL ADDRES	S	DockyardBid- Enquiries@ar		E-MAIL ADDI	RESS		DockyardBid- Enquiries@armscor.co.za	
SUPPLIER INFOR								
NAME OF BIDDE	R							
POSTAL ADDRES	SS							
STREET ADDRES	SS							
TELEPHONE NUI	MBER	CODE			NUMBER			
CELLPHONE NU	MBER							
FACSIMILE NUM	BER	CODE			NUMBER			
E-MAIL ADDRES								
VAT REGISTRA NUMBER	ATION							
SUPPLIER		TAX			CENTRAL			
COMPLIANCE ST	ATUS	COMPLIANCE SYSTEM PIN:		OR	SUPPLIER DATABASE			
D DDEE 0747110		TIQU ADI	21.10.4.51.5.5.01/4	D DDEE 074	No:	MAAA	TIOU ARRI	10451 5 5014
B-BBEE STATUS LEVEL VERIFICA		TICK API	PLICABLE BOX]	AFFIDAVIT	TUS LEVEL SWO	RN	[TICK APPL	ICABLE BOX]
CERTIFICATE			_					
		Yes	☐ No				☐ Yes	☐ 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				ADE VOLLA I				
REPRESENTATIV					FOREIGN BASED OR THE GOODS	l		
SOUTH AFRICA I	FOR	□Yes	□No		WORKS OFFERE	<sub>.D?</sub>   Ц	Yes	□No
/SERVICES /WOF	RKS	[IF YES ENCLOS	SE PROOF]					
OFFERED?								
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?								
DOES THE ENTITY HAVE A BRANCH IN THE RSA?								
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  ☐ YES ☐ NO								
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?								
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  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.								

Last update- 2023-05-12 RFB No: ARMD/2025/09

#### **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 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE AL	BOVE 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:	

Last update- 2023-05-12 RFB No: ARMD/2025/09



# RFB NUMBER: ARMD/2025/09

THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN

**SUMMARY:** 

THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD

Document Issue nr.: 01

# **DEFINITIONS**

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

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

#### INTRODUCTION

#### 1.1 INSTRUCTION TO BIDDER

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

# 1.2 **SCOPE**

The scope of this RFB covers the requirement to appoint a service provider to repair the sliprings of a frequency converter, to test, commission the frequency converter and supply test equipment to Armscor Dockyard, Simon's town

# 2 DOCUMENTS

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

# 2.1 APPLICABLE DOCUMENTS

No	Document No	Title
1.	A-PROC-9053	Supplier Sourcing Procedure Issue 001
2.	A-DOC-9046	Terms of Reference for the Bid Specification Committee issue 2
3.	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee issue 2
4.	A-PRAC-4011	Practice For Transformation In Armscor, Issue 8.
5.	Signed URS Dated 13 <sup>th</sup> of June 2025	User Requirement Specification for the appointment of a service provider to repair sliprings of a frequency converter, to test, commission and supply test equipment to Armscor Dockyard, Simon Town
6.	OHSA	Occupational Health and Safety Act no. 85 of 1993 and Regulations
7.	Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations
8.	PPPFA Regulation of 2022	Preferential Procurement Practise Regulations of 2022.
9.	A-STD-0010	Rules Applicable To Prospective Contractors
10.	A-STD-0020	Armscor's General Conditions Of Contract

#### 2.2 REFERENCE DOCUMENTS

No	Document No	Title
1.	A-TEMP-	Technical Contract Conditions Compliance
	1019	Statement
2.	AA-GUID-	Critical Criteria Guideline
	1014	
3.	Act 5 of 2000	Preferential Procurement Policy Framework
		Act (PPPFA) & Regulations
4.	Act 52 of	Broad-Based Black Economic
	2003	Empowerment Act, as amended
5.	PPPFA	Preferential Procurement Regulations, 2017
	Regulations	-
	of 2017	

#### **3 BID REQUIREMENTS**

#### 3.1 **GENERAL**

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

# 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

- a. All communication with Armscor shall be made to: The Procurement Division, E-mail address: DockyardBID-Enquiries@armscor.co.za.
- b. 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.
- c. All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.
- d. No direct contact or communication with 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 bid 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 Offer Documentation**

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

#### 3.2 MINIMUM REQUIREMENTS

The following is the minimum prescribed requirements of the bid:

# 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 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.

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

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

#### 3 3 REGISTRATION OF E-PORTAL BIDS

In the case where potential bidders have downloaded the bid documents or obtained it from a party that downloaded it from the E-portal or any other bid notification service provider, they are requested to inform the following:

Procurement Division, E-mail address: <a href="DockyardBID-Enquiries@armscor.co.za">DockyardBID-Enquiries@armscor.co.za</a>.

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

#### 3.4 BIDDERS CONFERENCE

A COMPULSORY bidder's conference shall be held at Armscor Dockyard, Simon's Town on the 23<sup>th</sup> of September 2025 at 11:00 am Potential bidders are required to RSVP with Procurement Division, E-mail address: <a href="mailto:DockyardBID-Enquiries@armscor.co.za">DockyardBID-Enquiries@armscor.co.za</a>, no later than the 22<sup>nd</sup> of September 2025.

# 3.5 MANDATORY REQUIREMENTS

# 3.5.1 Tax Clearance Certificate Requirements

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

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

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

#### **4 BID EVALUATION**

# 4.1 BID EVALUATION PROCESS

Received bids will be evaluated in 3-stages.

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

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

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

# 4.2 **AWARDING OF BIDS**

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

Price: 80 points Specific Goals: 20 points

# 4.3 **STAGE1: CRITICAL CRITERIA**

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

Criterion 1: Bidders briefing			
Requirement: The Bidder shall attend the mandatory:     a. bidder's briefing     b. site inspection which will be held at Armscor dockyard, Simon's Town.	Compliance Evidence: The Bidder shall complete and sign the attendance registers provided at the bidders briefing and the site inspection.		

<u>Criterion 2</u> . Proof of previous experience		
Requirement:	Compliance Evidence:	
The Bidder shall have previous experience in repairing, testing and commissioning of electromechanical rotating equipment rated	The Bidder shall submit: at least two (2) client reference letters or completion certificates signed by the duly authorized client representative with contact details, confirming the following;	

Criterian 2: Proof of previous experience

11kv or higher within the past 10 years.	<ul> <li>(a) Name of the bidder.</li> <li>(b) That the bidder has completed repairs, testing and commissioning of electro-mechanical rotating equipment rated 11kV or higher.</li> <li>(c) Project completion date.</li> </ul>
	Should the completion certificate not indicate the repairing, testing and commissioning of electromechanical rotating equipment rated 11kV or higher, then the bidder shall submit supporting documents, issued by the client, confirming repairs performed, testing and commissioning thereof.

<u>Criterion 3</u> : Pricing		
Requirement: The bidder shall provide a price against each line item in Annexure C (Pricing of test equipment) of the RFB.	Compliance Evidence: The Bidder shall submit completed Annexure C of the RFB with each line item priced, no line item should be left blank.	

# 4.4 STAGE 2: SPECIFIC GOALS

- a) Bids that comply with all the critical criteria shall be further evaluated in terms of the Specific Goals.
- b) The Specific Goal applicable for this RFB is Advancement of Local Content and Production

**TABLE B: Advancement of Local Content and Production** (Electrotechnical – Pumps, medium voltage (MV) motors and associated accessories)

# Specific Goals: Advancement of Local Content & Production

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

# 4. Below Level 3 0

# **Proof of compliance**

**Designated Sector**: The bidder shall submit with the Bid documents a completed DTIC annexure C, D & E and an exemption letter from the DTIC. Refer to RFB to Annexure C.

<u>Components and threshold content for Advancement of Local Content and Production for Electrotechnical – Pumps, medium voltage (MV) motors and associated accessories:</u>

**Advancement of SA Companies:** The Bidder shall submit with the Bid documents the BEE certificate (BBBEE certificate issued by a SANAS accredited verification agency), CIPC BBBEE certificate and or completed BBBEE Sworn affidavit as a proof of compliance to claim preference points. If the Bidder is an unincorporated Joint Venture (JV) or Consortium, the Bidder shall submit with the Bid, a consolidated proof of B-BBEE status.

#### 4.5 STAGE3: PREFERENCE POINT SYSTEM

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

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

The applicable PPS points are:

Price: 80 points Specific goals: 20 points

# 4.6 **SPECIAL REQUIREMENTS**

Special Requirements will be negotiated with the preferred bidder and the bidder will not be disqualified.

# a) Black equity ownership

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

#### 4.7 ADDITIONAL CONDITIONS

In addition to Armscor's General Conditions of Contract: A-STD-0020, the successful Bidder/Supplier shall comply with the Statement of Work (SOW), THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN as specified in Annexure.

#### **5 REQUIREMENT STATEMENT**

#### 5.1 **INTRODUCTION**

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

#### 5.2 **PURPOSE**

The Purpose of this Request for Bid is to appoint (a) Provider/s to repair the sliprings, test commission the frequency converter and supply test equipment at Armscor Dockyard, Simon's Town as set out in paragraph 5.4 in this document.

# 5.3 **BACKGROUND**

A frequency converter is a medium voltage (MV) electrical equipment used to converter the supply frequency usually from the council, municipality or Eskom to a desired frequency. In South Africa the supply frequency is 50 hertz (Hz) and the required frequency at the Armscor Dockyard is 60 Hz for the operational needs. The Armscor Dockyard's electrical system consists of three (3) frequency converters. The 2000KVA frequency convertor is offline and requires repairs as this equipment is required to run 24/7 due to operational demands. The frequency converter generates the required frequency for the Naval Vessels which is distributed around the dockyard at 6.6kV at 60 Hz.

The repair and commissioning of the non-operational frequency converter is essential to ensure continues supply for the dockyard especially during maintenance or a breakdown of the operating frequency converter. The breakdown of the currently operating frequency converter would result in a large part of the dockyard having no electrical power which will mean the inability for the dockyard to meet its operational needs.

#### 5.4 **SPECIFICATION**

See Attached ANNEXURE A – STATEMENT OF WORK: THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN.

10

# **SECTION 2**

#### A - ADDITIONAL CONDITIONS

#### 1. ACCESS TO THE PREMISES

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

#### 2. SECURITY

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

#### 3. SAFETY

- 3.1 While on client property related to this contract, the contractor shall be responsible for the safety of his employees.
- 3.2 Should any of the contractor's employees sustain an injury, while on client property, through the contractor's action, the contractor shall be responsible for rendering medical attention.
- 3.3 The contractor enters client property at own risk. Treatment for any injury sustained by contractor's employee, caused by client action, but not due to negligence or malicious intent on the part of the client, shall be the responsibility of the contractor.
- 3.4 In any case, the client can, according to its discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to its discretion, charge the contractor for such service rendered.
- 3.5 The signed *Appendix B, 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.

#### 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

#### Normal Dockyard working hours are:

Monday – Thursday: 07:15 - 16:30 Friday: 07:15 - 12:15

As per RFB Statement of work Annexure A: paragraph 4.1.2.2, the work envisaged for this contract shall only be carried out during weekend hours. The contractor shall arrange with project manager to carry out this work during the weekend.

#### 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: STATEMENT OF WORK



# STATEMENT OF WORK

THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN.

**SUMMARY** THIS DOCUMENT ESTABLISHES THE USER REQUIREMENTS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REPAIR THE SLIPRINGS OF A FREQUENCY CONVERTER, TO TEST, COMMISSION THE FREQUENCY CONVERTER AND SUPPLY TEST EQUIPMENT TO ARMSCOR DOCKYARD SIMON'S TOWN.

# **Table of Contents**

ANN	NEXURE A: STATEMENT OF WORK	14
STA	TEMENT OF WORK	14
1	APPLICABLE DOCUMENTS:	16
2	ABBREVIATIONS:	16
3	INTRODUCTION:	16
3.1	Scope	16
3.2	Background	16
4	SPECIFICATION:	16
4.1	Requirements	16
4.	1.1 The service provider shall:	17
4.	1.2 Sliprings and brushers	17
4.	1.3 Stator, rotor and bearings	18
4.	1.4 Test equipment	18
5	TRANSPORTATION AND LIFTING:	18
6	COMMISSIONING:	18
7	COMPULSORY BIDDERS BRIEFING:	18
8	QUALIFIED PERSONNEL:	19
9	DOCUMENTS:	19
10	ACCESSORIES	19
11	ADDITIONAL DOCUMENTATION	19
12	EXTENDED GUARANTEE	19
APF	PENDIX A: FREQUENCY CONVERTER SPECIFICATIONS	20
APF	PENDIX B: FREQUENCY CONVERTER IMAGES	22
App	endix C: Test equipment specifications:	25
ANN	NEXURE B: OHASA ACT AGREEMENT	27
ANN	NEXURE C: PRICING OF TEST EQUIPEMENT	35
A NIA	NEYLIDE DIDTIC ANNEYLIDE	36

#### 1 APPLICABLE DOCUMENTS:

- a) South African legislated installation requirements for medium voltage installation-SANS 10142-2.
- b) Occupational Health & Safety Act (85 of 1993)- Electrical installation regulations
- c) Occupational Health & Safety Act (85 of 1993)- General machinery regulations
- d) Occupational Health & Safety Act (85 of 1993)- Driven machinery regulations
- e) Occupational Health & Safety Act (85 of 1993) Electrical Machinery regulations.

#### **2 ABBREVIATIONS:**

- a) MV Medium Voltage
- b) V Voltage
- c) AMP Ampere
- d) kV Kilovolts
- e) AC Alternating current
- f) FC- Frequency Converter
- g) Hz- Hertz
- h) HRS hours

#### 3 INTRODUCTION:

#### 3.1 **Scope**

This document establishes the user requirements for the appointment of a service provider to repair the sliprings of a frequency converter, to test and commission the frequency converter and supply test equipment to Armscor Dockyard, Simon's Town.

#### 3.2 Background

A frequency converter is a medium voltage (MV) electrical equipment used to converter the supply frequency usually from the council, municipality or Eskom to a desired frequency. In South Africa the supply frequency is 50 hertz (Hz) and the required frequency at the Armscor Dockyard is 60 Hz for the operational needs. The Armscor Dockyard's electrical system consists of three (3) frequency converters. The 2000KVA frequency convertor is offline and requires repairs as this equipment is required to run 24/7 due to operational demands. The frequency converter generates the required frequency for the Naval Vessels which is distributed around the dockyard at 6.6kV at 60 Hz.

The repair and commissioning of the non-operational frequency converter is essential to ensure continues supply for the dockyard especially during maintenance or a breakdown of the operating frequency converter. The breakdown of the currently operating frequency converter would result in a large part of the dockyard having no electrical power which will mean the inability for the dockyard to meet its operational needs.

#### 4 SPECIFICATION:

The specifications and requirements addressed in this section will highlight the scope of work expected from the service provider.

#### 4.1 Requirements

The service provider shall repair the sliprings, test and commission the frequency converter at Armscor Dockyard.

# 4.1.1 The service provider shall:

- a) The service provider shall with the guidance of Armscor personnel ensure that the frequency converter is isolated and lock out before any work may commence. It is the responsibility of the service provider to ensure that all personnel on site are in possession of lock out equipment.
- b) The service provider shall disassemble the frequency converter in order to lift and transport the stator and the rotor of the frequency converter for repairing and testing. This refers to the frequency convertors motor.
- c) The service provider shall be in possession of the correct lifting equipment, tools and transport in to remove the affect part of the frequency converter out of the Armscor Dockyard.
- d) The service provider shall present a detailed project plan and schedule for the entire project.

# 4.1.2 Sliprings and brushers

- a) The service shall conduct tests on the sliprings prior to commencing with the repairs to determine the condition of the sliprings.
- b) The service provider shall remove the old insulation material, fabricate and re-insulate the sliprings accordingly.
- c) The service provider shall test the sliprings to ensure that they have been re-insulated correctly.
- d) The service provider shall overhaul the brush gear and repair or replace and damaged parts or components of the brush gear.
- e) The service provider shall ensure that the repaired sliprings adhere to the specifications attached in Appendix A.
- f) The service provider shall provide new brushes that match or similar to the specifications attached in Appendix A.
- g) The service provider shall supply insulated copper rods connecting the slip rings to the winding to replace the damaged copper rods.
- h) All material required for the sliprings repair shall be supplied by the service provider.
- i) The service provider must ensure the slips are cut if required and polished to a smooth surface to ensure proper contact with the carbon brushes.

\*Please take note of units used in the specification in Appendix A as they are not SI units.

# 4.1.3 Stator, rotor and bearings

- a) The service provider shall repair/replace the bearing mounted on the shaft, bearing specification in appendix A.
- b) The service provider shall conduct required tests on the stator and rotor, and provide test reports.
- c) The service provide shall inspect all the part to ensure they are properly insulated and clean.
- d) The service provider shall return the old frequency converter parts that were removed.
- e) The service provider shall with the assistance of the Armscor personnel reconnect the frequency.
- f) The service provider shall conduct the required tests on the equipment in the presence of Armscor personnel.
- g) The stator and rotor must be washed and baked prior to testing.

# 4.1.4 Test equipment

- a) The service provider shall supply Armscor Dockyard with the specified /equivalent test equipment in Appendix C.
- b) The service provider shall ensure that the test equipment provided to Armscor Dockyard have valid calibration certificates, valid for 1 year.
- c) The service provider must provide test equipment with a local agent/representative available in South Africa to assist if any repairs are required on the test equipment.
- d) The service provider shall delivery the test equipment to Armscor Dockyard stores in Simon's Town to be inspected and approved by the quality representative.

# 5 TRANSPORTATION AND LIFTING:

- a) The service provider shall provide transportation in good working condition to remove and return the affected part/s of the frequency converter from Armscor dockyard.
- b) The service provider shall provide the correct lifting equipment with the required Safe Working Load (SWL) for this task.
- c) The service provider shall provide valid documentation for the lifting equipment to Armscor personnel prior to commencing with the tasks.

#### 6 **COMMISSIONING:**

- a) The service provider shall be onsite to commission the 2000KVA frequency convertor.
- b) The service provider shall witness the Frequency convertor operating for at least 2 hours.

#### 7 COMPULSORY BIDDERS BRIEFING:

a) A compulsory bidder's briefing meeting will be held for service providers to conduct the necessary inspection of the equipment prior to submitting any documents for the Request for Bid (RFB).

# **8 QUALIFIED PERSONNEL:**

- a) The service provider shall ensure that all personnel involved in the testing and commissioning of the frequency converter are experienced and qualified personnel.
- b) The service provider shall have 2 or more years' experience supplying such a service in industry.

#### 9 DOCUMENTS:

- a) The service provide shall submit a safety file upon receiving the order. The safety file shall be delivered to the Safety, Health and Environment (SHE) department at Armscor Dockyard, Simon Town. SHE index attached to document.
- b) The service prover shall provide all the test reports for the tests performed prior to the installation of the removed parts of the frequency converter and commissioning of the frequency converter.
- c) The service provide shall provide test reports and a signed site report of the test and commissioning of the frequency converter post the testing and commissioning of the frequency converter.
- d) The service provider shall provider SWL test certificate or test report prove that the crane/lifting equipment to be used is capable to lift the required load.

#### 10 ACCESSORIES

a) Along with the requested repairs of the frequency converter the service shall supply Armscor dockyard with a test equipment set as specified in Appendix C.

#### 11 ADDITIONAL DOCUMENTATION

- a) Along with the requested repairs of the frequency converter the service shall supply quotes for the replacement of the main bearings. (Oil cooled white metal bearings).
- b) The service provider must provide a quote to rewind the entire 11KV motor and alternator. (Rotor and stator).

#### 12 EXTENDED GUARANTEE

a) A-STD-20 require a mandatory 1-year guarantee, Armscor Dockyard will require an extended 1-year warranty on the repair. Thus, the overall guarantee will be 2 years once commissioned. Meaning any defects linked to the slipring would require the service provider to repair. The service provider must provide on a letter with the company letterhead and signed by the director or highest head in the organisation stating the extended 1-year guarantee/warranty.

# APPENDIX A: FREQUENCY CONVERTER SPECIFICATIONS.

Specifications A.1

\*Note: All applicable documents for the frequency converter will be available for successful service provider

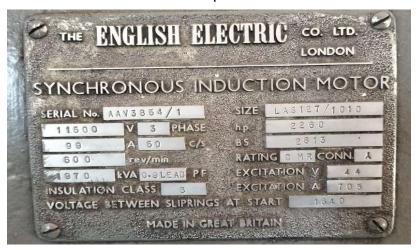
			STAFFORD
		DETAILS O	OF A.C. MACHINES
	1		
DUTY			DRIVE MOTOR
SERIAL No.	4	Late Sold	AAV3854/1
SPEED		an Ideally	600 r.p.m.
FRAME SIZE			LAS127/1010
	COOLING AIR		Screen Protected
SUPPY/OUT	PUT RATIN	G	11,000 velta 50 c/a 3 pt 2260 h.p. CMR
CURRENT	F. L.		99 ampa
POWER FAC	TOR F.L.		.9 Loading
CLASS OF	INSULATION		'B'
TEMPERATU	RE RISE		80 °C by resistance
STATOR	CONNECTED		STAR/GELTA
SIATOR	RESISTANCE		0.52 ohms at 18.5 °C
	CONNECTED		LAS STAR/DRIFT/SQUIRREL -CAGE
	SLIPRING CL	RRENT F, L.	700 amps
atlay	O.C. VOLTS A	STANDSTILL	1640 volks
ROTOR	RESISTANCE		0.022 ohms at 18.5 °C
	SYNCHRONOUS	D.C. VOLTS	45 volts
	MACHINE	D.C. AMPS	700 amps
	RADIAL AIR	GAP	0.18" Nominal
SLIPRINGS	MIN. SAFE DIA	м.	20"
	MAKER & TYPE		Le Carbone CG65/35
BRUSHES	SIZE		$L = 2\frac{1}{4}$ $W = 1\frac{1}{8}$ $T = 1\frac{1}{2}$
	PER RING		6
	No. OF RINGS		5
	IL TENSION BRUSH		63

# Specifications A.2

	THI	E ENGLISH ELECTRIC C	COMPANY LIMITED	
	D	ETAILS OF A.C. MACH	INES (CONTINUED)	
	MAKER	NON S.R. ENG/DRIVE END	H-H-Go. 7" × 7" Bleave	Water Cooled
BELDING	TYPE	S.R.ENQ/NON-DRIVE END	H 6" X 6" "	
BEARINGS	LUBRICANT		Shell Turbo 33	
BEARING	NORMAL	TEMP, & PRESS.		
	MAKER I	TYPE	Coley rigid stem angle	pattern
BEARING THERMOMETER	RANGE & SETTING		0°0 - 100°0 70°C Alarm	
	CONTACT DUTY & RATING		To Make on rising temp. 10VA	
	MAKER A TYPE			1000
BEARING THERMOSTATS	BANGE I	SETTING		
	CONTAC	T DUTY & BATING		
	STATOR	Maria Sala	12,000 lbs	- SOLET
WEIGHT	потоя		11,000 lbs	
	TOTAL		26,420 lbs	
	D.C. SUPI	PY VOLTAGE		velta
	D.C. D.	S. CURRENT		ampa.
DYNAMIC	EXTERN	AL ROTOR RESIS/PHASE		ohma
BRAKING	MAX, R	OTOR CURRENT		amps.
	MAX. R	OTOR VOLTAGE		volta
	ESTIMA	TED BRAKING TIME		
The state of the same of the s	CURREN	Y		ampa.
	MINIMUN	STOPPING TIME		-

# APPENDIX B: FREQUENCY CONVERTER IMAGES.

Nameplate



Bearing housing



# Coupling



Stator and rotor



Frequency converter mounting



Sliprings



# **APPENDIX C: TEST EQUIPMENT SPECIFICATIONS:**

# Table C.1

TEST EQUIPM	ENT SPECIFICATIONS
Protection relay	test equipment:
Part number:	PW636i or equivalent
Functions:	
STANDARD	) IEC 61850
Distance pro	tection
Differential p	rotection
Directional re	,
Time-inverse	d current relay
Accuracy	
Power	Error <0.08% rd. +0.02% rg.guar. at 0 ~300V
	Error <0.03%rd.+0.01% rg. Typ. at 0~300V
Frequency	+/- 0.3ppm
Current	6-phase ac (L-N) ~32A
generators	3-phase ac(2L-N) ~ 64A
	1-phase ac(6L-N) ~ 180A
	dc(6L-N) ~ 180A

# Table C.2

TEST EQUIPMENT SPECIFICATIONS			
Single and 3 phase Transformer ratio test equipment			
Part number:	TURA-03 or equivalent		
Measurement Paran	neters		
Turns Ratio meas	surement		
Excitation Curren	t		
Phase angle			
Polarity			
Ratio error (%)			
Magnetic balance	Magnetic balance		
Vector group dete	ection		
Ratio Measurement	Modes		
CT mode			
PT Mode			
Power Transformer (Single-Phase and Three-Phase)			
Measurement method ANSI/IEEE C57.12			
Test Voltage	CT mode:1V and 4V		
	PT mode:1,4,10,40,100 and 250V		

# Table C.3

TEST EQUIPMENT SPECIFICATIONS		
3-contact circuit breaker timing test equipment		
Part Number:	CIBRE-L3 Series 3 or equivalent	
Dry Contact	3	
Inputs		

Timing Accuracy	0.05% rdg +/- 0.1 ms
Resistor detection	20Ω - 5000Ω
range	

# Table C .4

TEST EQUIPMENT SPECIFICATIONS		
20A Winding resistance test equipment		
Part number:	WINRES – 20 or equivalent	
Current output:	0.001 A to 20 A DC adjustable current output	
Accuracy:	0.1%	
Resistance Measurement	From $0.1\mu\Omega$ to $100,000~\Omega$	

# Table C.5

TEST EQUIPMENT SPECIFICATIONS		
Cable(VLF) test equ	ıipment	
Part number:	FRIDA or equivalent	
VLF truesinus:	1 – 26 kV rms (36kV)	
Frequency range:	0.01 – 0.1 Hz	
Accuracy:	1%	
Output current:	0 – 14 mA	
Load range (VLF testing)	1nF – 8 μF	

# **ANNEXURE B: OHASA ACT AGREEMENT**

# **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:	

# LIST OF CONTENTS

1	DEFINITIONS	. 29
2	WARRANTY OF COMPLIANCE	. 29
3	CONTRACTOR AS AN EMPLOYER	.30
4	ENVIRONMENTAL COMPLIANCE	.30
5	APPOINTMENTS AND TRAINING	. 30
6	SUPERVISION, DISCIPLINE AND REPORTING	. 30
7	ACCESS TO THE OHS ACT	.30
8	CO-OPERATION	.31
9	WORK PROCEDURES	.31
10	HEALTH AND SAFETY MEETINGS	.31
11	COMPENSATION REGISTRATION	. 31
12	MEDICAL EXAMINATIONS	.31
13	INCIDENT REPORTING AND INVESTIGATION	.31
14	FIRE PRECAUTIONS AND FACILITIES	.31
15	HYGIENE AND HOUSEKEEPING	
16	NO NUISANCE	. 32
17	INTOXICATION NOT ALLOWED	. 32
18	PERSONAL PROTECTIVE EQUIPMENT	. 32
19	PLANT, MACHINERY, EQUIPMENT AND VEHICLES	.32
20	QUALIFICATIONS	. 32
21	NO USAGE OF THE EMPLOYER'S EQUIPMENT	. 33
22	TRANSPORT	. 33
23	INDEMNITY	. 33
24	DURATION OF AGREEMENT	. 33
25	HEADINGS	. 33
26	COSTS	. 33
27	SIGNATURES	. 34

#### 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 (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.

#### 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

2.

# SIGNED at \_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ Name: WITNESSES: 1. \_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_ FOR AND ON BEHALF OF THE EMPLOYER SIGNED at \_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ Name: WITNESSES: 1. \_\_\_\_\_\_\_\_

# **ANNEXURE C: PRICING OF TEST EQUIPEMENT**

equipment 1 endix C	currency	currency	
pecifications) Itement of			
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**Note:** The total from the table above must be transferred to line item two (2) of the KD 17 document, ensure no line item from the table above is left blank, failure to do so will result in the bidder being immediate elimination from the evaluation process.

# **ANNEXURE D:**

DTIC ANNEXURE (ANNEXURE C, D & E)

		N					Annex	C ·					SATS 1286.2011
					Local	Content D	eclaration	- Summar	y Schedule	:			
C1) C2)	Tender No. Tender descripti	on:			9							Note: VAT to be exclarations	luded from all
C3) C4) C5)	Designated prod Tender Authority Tendering Entity	<i>j</i> :					27					W	N .
C6)	Tender Exchange Specified local co	Rate:	Pula		EU		GBP		]		8		
	dir se					Calculation of I	ocal content				Tend	er summary	
	Tender item no's	List of ite	ems	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
	(C8)	(C9)		(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
•						(i)							3
		18					18						
	Signature of teno	lerer from Annex E	<u> </u>		<u> </u>					Total Exem	pt imported content		
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	Date:			,					,		(C25) Average local		

SATS 1286.2011

					А	nnex D							3413 1280.2011
				Imported Co	ontent Declaratio	n - Suppo	rting Sche	dule to Ann	nex C				İ
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(D1)	Tender No.			]					N-4		1		
(D2)	Tender descript								Note: VAT to be	excluded from	l		
(D3)	Designated Proc	ducts:		1					all calculations		L		
(D4)	Tender Authorit			1									
(D5)	Tendering Entity			1									
(D6)	Tender Exchang	e Rate:	Pula		EU	R 9.00	GBP	R 12.00	1				
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	Tender item					currency			l	All locally			
	no's	Description of im	ported content	Unit of measure	Overseas Supplier	value as per	Tender Rate	Local value of		incurred	Total landed	Tender Oty	Total imported value
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						Invoice				& duties			
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												This total m	ust correspond with
	Date:			100									nex C - C 23
				-							100		

SATS 1286.2011

# **Annex E**

Local Content Decl	laration - Sup	porting Sched	dule to Annex C
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(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	

**Tendering Entity name:** 

Note: VAT to be excluded from all calculations

Local Products Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	- 100		
<u> </u>			
	- TAMANA	196-6961	
	(E9) Total local product	ts (Goods, Services and Works)	

88 60		S	
(E10)	Manpower costs	( Tenderer's manpower cost)	

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: