

INVITATION TO BID

ARMD/2023/02b - THE PROVISION OF A SERVICE PROVIDER TO EXAMINE, TEST AND CERTIFY ARMSCOR DOCKYARD'S LIFTING EQUIPMENT FOR A PERIOD OF 36 MONTHS

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PROPRIETARY INFORMATION

- Bid documents may **ONLY** be obtained from the Armscor Supply Chain Management Department.
- Bid documents obtained from Armscor may **NOT** be given to a third party.
- Bid proposals received from companies whose bid documents were **NOT** obtained from Armscor will **NOT** be considered.

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

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

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

REQUEST FOR BID: ARMD/2023/02b - THE PROVISION OF A SERVICE PROVIDER TO EXAMINE, TEST AND CERTIFY ARMSCOR DOCKYARD'S LIFTING EQUIPMENT FOR A PERIOD OF 36 MONTHS

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **31/05/2023 (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 Dockyard 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: **BambananiT@armscordy.co.za**

3. BID VALIDITY PERIOD

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

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

BID AWARD RESULTS:

Result on bid awarding information is not sent to unsuccessful bidders.

Particulars of successful bidders are also NOT published on the Armscor Acquisition Bulletin.

BIDDING STRUCTURE

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

Only fill the relevant category:

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

If Joint Venture or Consortium, indicate the following: (To be completed for each JV/Consortium member)

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

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

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

Declaration:

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

.....
Name

.....
ID number

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

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

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

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

SUPPLIER REGISTRATION

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

For more information on security registration contact:-

The Security Registration

Private Bag X337

PRETORIA

0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

1. The pages of the KD17 document are numbered from one, and the final page bears the words "and last". Bidders should check the numbers of the pages as no liability arising from claims owing to the omission or duplication of pages will be recognised by Armscor. The appendices mentioned in these pages form part of the bids.
2. **All bidders shall -**
 - 2.1. insert their name at the top of each price schedule form used (a rubber-stamp may be used);
 - 2.2. insert the information in the spaces provided in the price schedules by writing or typing on the dotted lines only (additional information should be contained in a separate annexure);
 - 2.3. if they wish to make more than one bid against an item, as an alternative, apply for additional copies of the bid documents or photocopy one or more pages, and not retype or redraft any of the forms used;
 - 2.4. indicate the prices quoted in the units shown and quote them per item;
 - 2.5. indicate in respect of each item whether the goods/services quoted comply strictly with the specified requirements, and furnish particulars of deviations if this is not so;
 - 2.6. complete all appendices.
3. **Value-added tax, customs duties, *ad valorem* customs duties and surcharges:**
 - 3.1. Value added tax levied by the Receiver of Revenue must not be included in the prices quoted but be shown as a separate line item.
 - 3.2. Where supplies are quoted which are subject to levying of any customs duty, *ad valorem* customs or excise duty or surcharge by the Department of Customs and Excise, such charges must not be included by the bidder in the prices quoted. The applicable customs duty, *ad valorem* customs or excise duty or surcharge must, however, be indicated separately where provided for on Armscor's Questionnaire (KD 18).
4. **Security:**
 - 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
 - 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. Mandatory Requirements In Terms Of The 2019 Defence Sector Code (Where applicable)

- 5.1 Bidders, excluding exempted entities, must comply with a minimum black equity ownership target of 35% in line with the Defence Sector Code, where applicable.
- 5.2 Mandatory requirements in terms of the defence sector code are applicable to all Department of Defence/Armcor requirements and all entities as envisaged in the Defence Sector Code.

6. Advance payments:

Bidders shall furnish the price without advance payment.

7. Performance Guarantee:

Armcor 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.

8. 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.

9. 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:

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

- 9.3 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.
- 9.4 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-

10. **Submission of a NCACC Permit**

- 10.1 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.

11. **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.

12. **Defence Industrial Participation and National Industrial Participation**

- 12.1 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.

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

14. 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

Broad-Based Black Economic Empowerment: 20 Points

Total: 100 Points

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

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

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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BID NUMBER : ARMD/2023/02b

CLOSING AT 11:00 ON : 31/05/2023

VALIDITY PERIOD: 120 DAYS

NAME OF BIDDER :

ITEM NO	DESCRIPTION	Rand
-	Fixed price to appoint a service provider to examine, test and certify the Armscor Dockyard's lifting equipment for a period of 36. Costing must be as per APPENDIX A - EQUIPMENT LIST PRICING below.	
1	Total cost of inspection before <u>31st October 2023</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
2	Total cost of load test before <u>31st October 2023</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
3	Total cost of inspection before <u>30th April 2024</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
4	Total cost of inspection before <u>31st October 2024</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
5	Total cost of load test before <u>31st October 2024</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
6	Total cost of inspection before <u>30th April 2025</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
7	Total cost of inspection before <u>31st October 2025</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
8	Total cost of load test before <u>31st October 2025</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
9	Total cost of inspection before <u>30th April 2026</u> as per APPENDIX A - EQUIPMENT LIST PRICING below.	
TOTAL (excluding VAT)		
VAT		
TOTAL (including VAT)		

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

NOTE: - PRICE BREAKDOWN

Please provide a breakdown of the price in terms of the following:

- Material/Equipment: R_____
- Delivery of items/material to Client site (if applicable): R_____
- Transport rate per km: _____ R/km
- Labour cost: R_____, against the utilised labour classes, their rates and hours to be utilised:

	R/Hour	Hours
- Labourers		
- Artisans		
- Technicians		
- Engineers		
- Others		
-		

- Mark-up percentage _____%

APPENDIX A - EQUIPMENT LIST PRICING

No.	Item	Tonnage	Serial number	Workshop	Building No.	Pricing for month 1-12 th			Pricing for month 13 th -24 th			Pricing for month 25 th -36 th		
						Line Item 1: Inspection before 31 st October 2023	Line Item 2: Load test before 31 st October 2023	Line Item 3: Inspection before 30 th April 2024	Line Item 4: Inspection before 31 st October 2024	Line Item 5: Load test before 31 st October 2024	Line Item 6: Inspection before 30 th April 2025	Line Item 7: Inspection before 31 st October 2025	Line Item 8: Load test before 31 st October 2025	Line Item 9: Inspection before 30 th April 2026
1	Munch Martin Crane	20,00	201/49/AC	Ex 4.5" Gun Workshop	656									
2	Wellman Crane	10,00	452/17/DC	Generating Station	676									
3	T.SMITH & SONS CRANE	10,00	201/44/AC	Ex 4.5" Gun Workshop	656									
4	R Martin Crane	20,00	361/11/AC	Gun Workshop	674									
5	Herbert Morris Crane	10,00	360/6/AC	Gun Workshop	674									
6	Morris overhead Crane	2,00	305/80/AC	Factory	616									
7	Bosal Floor Crane	1,00	No. 2	Factory	616									
8	Smith Keighley Crane	15,00	305/77/AC	Factory	616									
9	Smith Keighley Crane	15,00	305/78/AC	Factory	616									
10	Smith Keighley Crane	15,00	305/79/AC	Factory	616									
11	Swing Arm Gantry Crane	0,35	No. 1	Factory	616									
12	Swing Arm Gantry Crane	0,35	No. 2	Factory	616									
13	Swing Arm Gantry Crane	0,35	No. 3	Factory	616									
14	Black Bear chain hoist	2,00	364/51/H	Hydraulic	617									

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RESTRICTED

124	LEVER HOIST	6,00	LH01	RIGGERS	649							
125	LEVER HOIST	3,00	LH14	RIGGERS	549							
126	LEVER HOIST	6,00	LH02	RIGGERS	549							
127	LEVER HOIST	6,00	LH03	RIGGERS	549							
128	LEVER HOIST	3,00	LH05	RIGGERS	549							
129	CHAIN BLOCK	2,00	CB23	RIGGERS	549							
130	CHAIN BLOCK	1,50	CB27	RIGGERS	549							
131	CHAIN BLOCK	2,00	CB27/1	RIGGERS	649							
132	ELECTRICAL STACKER	1,50	DAD00768	RIGGERS	549							
133	LEVER HOIST	1,50	1112142	RIGGERS	549							
134	LEVER HOIST	1,50	420178	RIGGERS	649							
135	LEVER HOIST	1,50	12120855	RIGGERS	549							
136	LEVER HOIST	1,50	12120848	RIGGERS	549							
137	LEVER HOIST	3,00	46224	RIGGERS	549							
138	LEVER HOIST	3,00	519913	RIGGERS	549							
139	LEVER HOIST	3,00	19024	RIGGERS	649							
140	LEVER HOIST	6,00	520055	RIGGERS	649							
141	LEVER HOIST	1,50	1112143	RIGGERS	549							
142	LEVER HOIST	6,00	520038	RIGGERS	649							
143	CHAIN BLOCK	0,50	11083873	RIGGERS	649							
144	CHAIN BLOCK	1,00	S12104545	RIGGERS	649							
145	CHAIN BLOCK	1,00	1301052	RIGGERS	549							
146	CHAIN BLOCK	1,50	73307	RIGGERS	649							
147	CHAIN BLOCK	2,00	12104546	RIGGERS	649							
148	CHAIN BLOCK	2,00	E11086791	RIGGERS	549							
149	CHAIN BLOCK	2,00	E11086760	RIGGERS	649							
150	CHAIN BLOCK	3,20	733088	RIGGERS	649							
151	CHAIN BLOCK	1,00	E12047446	RIGGERS	649							
152	CHAIN BLOCK	1,00	E12047456	RIGGERS	649							
153	CHAIN BLOCK	1,00	E12047450	RIGGERS	649							
154	CHAIN BLOCK	0,75	12120105	RIGGERS	649							
155	CHAIN BLOCK	1,00	E12047459	RIGGERS	649							

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188	LEVER HOIST	0,75	1206024	FACILITIES	675				
189	LEVER HOIST	1,50	12092198	FACILITIES	675				
190	LEVER HOIST	1,50	12092214	FACILITIES	675				
191	LEVER HOIST	1,50	12092205	FACILITIES	675				
192	CHAIN BLOCK	3,00	120213	FACILITIES	675				
193	LEVER HOIST	3,00	12041148	FACILITIES	675				
194	LEVER HOIST	3,00	1207134	FACILITIES	675				
195	LEVER HOIST	3,00	12041161	FACILITIES	675				
196	LEVER HOIST	6,00	12111905	FACILITIES	675				
197	LEVER HOIST	6,00	12111901	FACILITIES	675				
198	LEVER HOIST	6,00	12111902	FACILITIES	675				
199	LEVER HOIST	6,00	12111900	FACILITIES	675				
200	CHAIN BLOCK	5,00	E12069095	FACILITIES	675				
201	CHAIN BLOCK	5,00	E12069103	FACILITIES	675				
202	CHAIN BLOCK	5,00	E12069102	FACILITIES	675				
203	LEVER HOIST	1,50	12092200	FACILITIES	675				
204	LEVER HOIST	3,00	12041202	FACILITIES	675				
205	LEVER HOIST	1,50	1211081	FACILITIES	675				
206	CHAIN BLOCK	5,00	E12069098	FACILITIES	675				
207	CHAIN BLOCK	0,50	E11075759	SUB SHED	920				
208	CHAIN BLOCK	0,50	E11112214	SUB SHED	920				
209	CHAIN BLOCK	1,00	E12047574	SUB SHED	920				
210	CHAIN BLOCK	1,00	E12047551	SUB SHED	920				
211	CHAIN BLOCK	1,00	E12047572	SUB SHED	920				
212	CHAIN BLOCK	1,00	E12047474	SUB SHED	920				
213	RACHET BLOCKS	0,75	12120119	SUB SHED	920				
214	RACHET BLOCKS	0,75	12120111	SUB SHED	920				
215	RACHET BLOCKS	0,75	12120104	SUB SHED	920				
216	RACHET BLOCKS	0,75	12120113	SUB SHED	920				
217	Forklift :Manlift	5,00	A2ACO 3110	Loop shop/Transport					
218	Forklift :Manlift	5,00	A2ACO 3111	Loop					

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RESTRICTED

-1-

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

QUESTIONNAIRE

REPLIES

1. What is the request for bids number?

.....

2. Price basis of bids (if deviating from **Delivered into store**):

.....

3. Indicate which of the following applies:

3.1 The prices are fixed.

☐

3.2 The prices are not fixed

☐

4. The delivery period shall be fixed

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

.....

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

6. Is a special import permit required?

.....

If not, state your imports permit number

.....

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

.....

8. Foreign content:

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

.....

8.2 What is the rate of exchange used in converting the ZAR1, 00 =

amount into SA Rand and the date on which this is based? DATE:

9. Statutory costs:

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

.....

.../2

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

- a) Customs duty
- b) Ad valorem customs duty?

PRICE BREAKDOWN

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

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

.....
DATE

.....
BIDDER'S SIGNATURE

-1-

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

SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

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

1.1 COUNTRY OF ORIGIN:

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

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

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

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

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

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

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

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

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

.../2

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

If yes:-

Item No. (s).

.....

1.7 ARE THE ITEMS SUBJECT TO ANY SPECIAL EXPORT REQUIREMENTS? YES/NO

If Yes:-

Item No. (s).

Requirements

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

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

.....
 NAME

.....
 DATE

.....
 BIDDER'S SIGNATURE

BROAD-BASED BLACK ECONOMIC EMPOWERMENT

ACRONYMS AND ABBREVIATIONS

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

1. MANDATORY REQUIREMENTS IN TERMS OF THE 2019 DEFENCE SECTOR CODE

- 1.1 Bidders, excluding exempted entities, must comply with a minimum black equity ownership target of 35% in line with the Defence Sector Code, where applicable.
- 1.2 Mandatory requirements in terms of the defence sector code are applicable to all Department of Defence/Armcor requirements and all entities as envisaged in the Defence Sector Code.

2. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

- 2.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022; Armcor Preference Point System of the Preferential Procurement Regulations, 2022.
- 2.2 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)
- 2.3 Preference points for this bid shall be awarded for:
- | | |
|---|-----|
| PRICE | 80 |
| B-BBEE STATUS | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 2.4 Bidders who do not submit a valid proof of B-BBEE status will score zero (0) for preference points.

3. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS

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

(Specific Goals) B-BBEE status level	Points Allocated
Level 1	20

Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant	0

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

4. PRINCIPLES**4.1 Valid proof of B-BBEE status is either of the following:****4.1.1 A B-BBEE Sworn Affidavit fully completed and**

- 4.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths
- 4.1.1.2 Does not contradict itself (% black ownership matches compliance level)
- 4.1.1.3 Commissioner of Oaths credentials and signature are reflected.

4.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency**4.1.3 An unincorporated Joint Venture / Consortium must submit a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.****4.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.**

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

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

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

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

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

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

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

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

AUTHORISED SIGNATURE : Date:

Name in block letters :

Capacity :

It is a condition of bids that the successful bidder MUST be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

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

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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

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

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

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

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

1.2 How is IP manifested?

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

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

NOTE:

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

1.3 What is Background IP?

For definition, refer to A-STD-0020 "Armcor General Conditions of Contract".

"Background IP" belongs to a contractor because he fully paid for the generation thereof or had bought it at his own cost, which may be used or serve as a basis from which to develop new Foreground IP.

1.4 What is Historic IP?

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

1.5 What is Foreground IP?

For definition, refer to A-STD-0020 "Armsecor 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 "Armsecor 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. Armsecor 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 Armsecor 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:

- Armsecor 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 properly manage such IP;

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

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

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website (www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

ANNEXURE 1 TO KD24

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

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

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

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

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

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

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

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

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

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

WITNESSES:

1 _____

2 _____

SIGNATURES OF BIDDER(S)

DATE:

ADDRESS:

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black people living with disabilities % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

* Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less

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

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Commissioner of Oaths Credentials and Signature Date	Deponent Signature
	Date

RESTRICTED

KFD No: ARMD/2023/025

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

3. I hereby declare under Oath that:

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

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	Level Two (125% B-BBEE procurement recognition)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR			
BID NUMBER:	CLOSING DATE:		CLOSING TIME:
DESCRIPTION			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :			
ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Mr. A.L Mmbengwa	CONTACT PERSON	Mr. A.L Mmbengwa
TELEPHONE NUMBER	012 428 3610	TELEPHONE NUMBER	012 428 3610
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	scmbids@armscor.co.za	E-MAIL ADDRESS	scmbids@armscor.co.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT [TICK APPLICABLE BOX] ☐ 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 REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?		☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?		☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?		☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

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 ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

RESTRICTED

RFB No: ARMD/2023/02b



RFB NUMBER: ARMD/2023/02b

**THE PROVISION OF A SERVICE PROVIDER TO EXAMINE,
TEST AND CERTIFY ARMSCOR DOCKYARD'S LIFTING
EQUIPMENT FOR A PERIOD OF 36 MONTHS**

SUMMARY: THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE
PROVISION OF A SERVICE PROVIDER TO EXAMINE, TEST AND CERTIFY
ARMSCOR DOCKYARD'S LIFTING EQUIPMENT FOR A PERIOD OF 36
MONTHS

DATE OF ISSUE : APRIL 2023

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Mr J Relihan.

Armstrong Dockyard Contracts Manager

DEFINITIONS

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

Client	ARMSCOR Dockyard
Contractor	The company contracted by Armscor to supply as per Statement of Work
RFB	Request For Bid

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APPENDICES

ANNEXURE A: - LIFTING EQUIPMENT FINAL REPORT FORMAT
ANNEXURE B: - OHASA ACT AGREEMENT

1. 1. INTRODUCTION

1.1 Instruction to Bidder

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

1.2 Scope

The scope of this RFB covers the requirement of the Client for the appointment of a service provider to examine, test and certify Armscor Dockyard's lifting equipment for a period of 36 months, as set out in paragraph 5.4 in this document.

2. DOCUMENTS

2.1 APPLICABLE DOCUMENTS

No	Document No	Title
1	A-PROC-9053	Supplier Sourcing Procedure
2	A-DOC-9046	Terms of Reference for the Bid Specification Committee
3	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee
4	A-PRAC-4011	B-BBEE Practice
5	Preferential Procurement Regulations 2022	Preferential Procurement Regulations 2022
6	Signed URS dated (01 March 2023)	User Requirement Statement for the appointment of a service provider to examine, test and certify Armscor Dockyard's lifting equipment for a period of 36 months
7	OHSA	Occupational Health and Safety Act (Act 85 of 1993), Driven Machinery Regulations GNR.540 of 24 June 2015
8	A-STD-0010	Rules Applicable to prospective Contractors, Issue 2, 21 April 2014.
9	A-STD-0020	Armscor's General Conditions of Contract, Issue: 005, 22 June 2022.
10	A-STD-61 Part 6	Contract Conditions, Technical, Standard for Maintenance Programmes Applicable to clause 2 of A-STD-0020.
11	SANS 10375:2018	"Inspection, examination and testing of overhead cranes". Load Tests need to be conducted at 110% its rated load capacity.
12	SANS 500: 2009	"Inspection, examination and testing of manually operated chain blocks and chain lever hoist in use".

		13Load Tests need to be conducted at 125% its rated load capacity. All tests need to be dynamic testing.
13	SANS 19: 2018	"The inspection, testing and examination of mobile cranes"
14	SANS 18893: 2007	"Mobile elevating work platforms – safety principles, inspection, maintenance and operation"
15	SANS 10388: 2019	"The inspection and testing of lift trucks"
16	SANS	And other relevant SANS code.

2.2 REFERENCE DOCUMENTS

No	Document No	Title
1	AA-GUID-1014	Critical Criteria Guideline
2	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) No.5
3	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
4	Defence Sector Code	Codes of Good Practice on Broad based Black Economic Empowerment as Gazetted
5	PPPFA Regulations of 2022	Preferential Procurement Regulations 2022

3. BID REQUIREMENTS

3.1 General

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

3.1.1 Armscor Registration

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

3.1.2 Communication

3.1.2.1 All communication with Armscor shall be made to: The Procurement Division, E-mail address: BambananiT@armscor.co.za, Tel: +27 (021) 787 3665.

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

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

3.1.2.4 No direct contact or communication with Armscor or the Department of Defence personnel shall be allowed, unless through formally arranged meetings or briefing sessions if and when required by the prospective Bidders

3.1.3 Submission of Bids

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

3.1.4 Validity of Bids

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

3.1.5 Confidentiality of information

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

3.1.6. Submission of 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 Appendices

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

ANNEXURE B - OHASA ACT AGREEMENT

3.2.3 Forms to be completed

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

- Commercial Bid: all Armscor KD forms as per Armscor Procurement Secretariat requirements.

3.2.4 The Bidder shall **demonstrate**, as part of his bid and with the necessary **evidence**, that he has the necessary resources and appropriate expertise to supply the service should he be awarded the contract.

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

3.3 Registration of E-portal bids

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

Ms B Tiso, E-mail address: BambahaniT@armscordy.co.za, Tel: +27 (021) 787 3665.

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.

4. BID EVALUATION

4.1 Bids received

Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC-9045, A-DOC-9046 and A-PROC-9053, and such value model consists of pre-qualification and critical criteria that are reflected in this RFB. Failure by a Bidder to comply with a pre-qualifying or a single critical criterion will result in immediate elimination from the adjudication process.

4.2 Awarding Of Bids.

The awarding of bids will be in terms of Armscor Document A-PRAC-4011 (BEE Practice). All bids conforming to the stated critical criteria will be evaluated in terms of the following point allocation:

The applicable points are:

4.2.1 Price:

80 points

4.2.2 BBBEE:

20 points

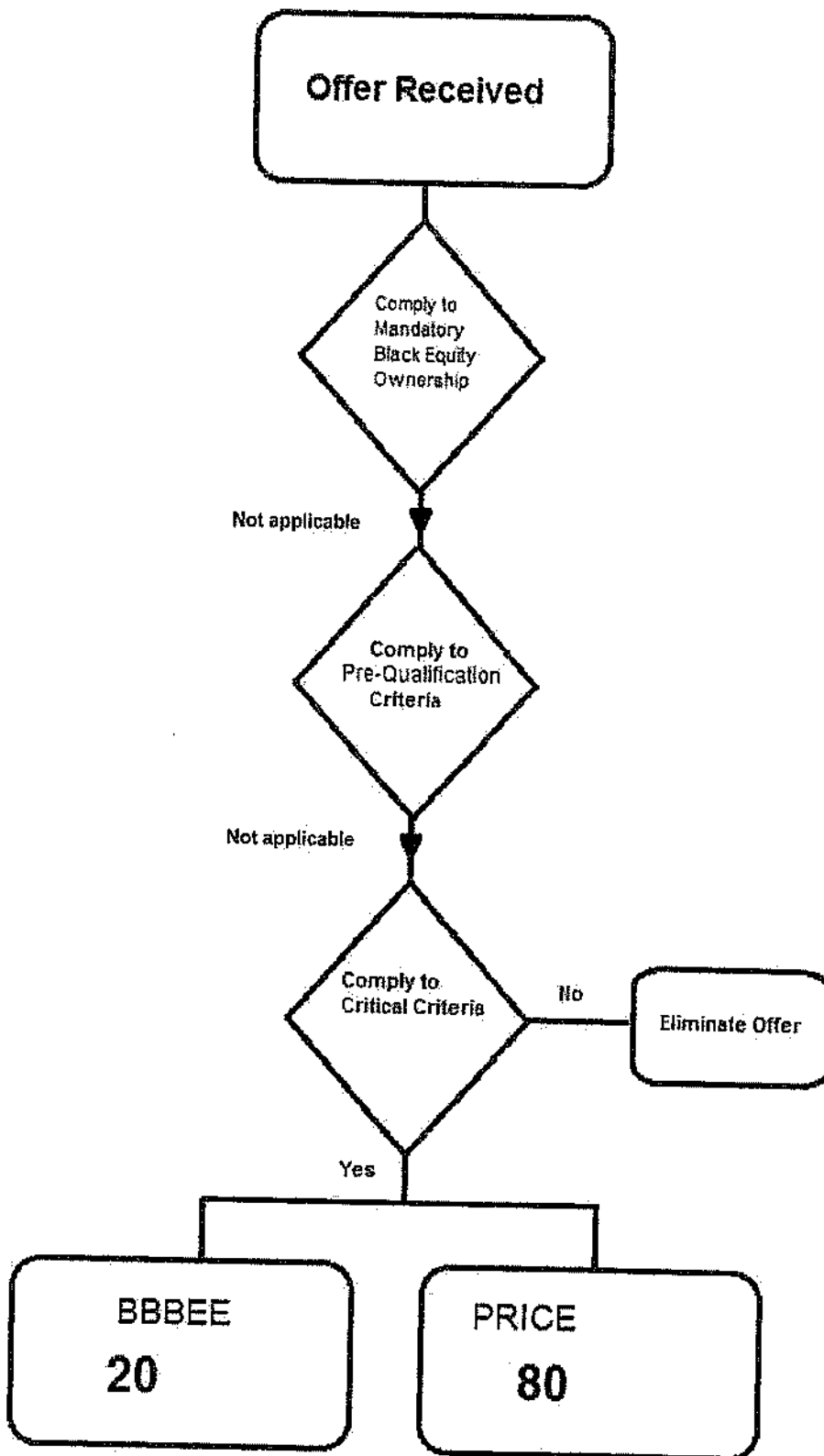


Fig.1: Value Model for the 20/80 Model

4.3 MANDATORY CRITERIA

4.3.1 TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the successful bidder must be tax compliant, or that satisfactory arrangements have been made with the South African Revenue Service

(SARS) to meet the bidder's tax obligations. (not applicable to foreign companies).

4.3.1.1 In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit offers.

4.3.1.2. SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.

4.3.1.3. The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the supplier.

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

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

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

4.3.1.7 Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

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

4.4 MANDATORY BLACK EQUITY OWNERSHIP

Not applicable

4.5 PRE-QUALIFYING CRITERIA

Not applicable

4.6 Critical Criteria

No	Critical Criteria
1	Requirement The Bidder shall provide a price against each line item in the KD

	17 price schedule. Compliance Evidence: The Bidder shall provide a price against each line item (in the KD 17 price schedule).
2	Requirement The Bidder shall be registered as a Lifting Machinery Entity (LME) with the Department of Labour as per Occupational Health and Safety Act of 1993. Compliance Evidence: A copy of the Lifting Machine Entity certificate, with the Department of Labour (DOL) letterhead, shall be submitted with the Bid.
3	Requirement The Bidder shall ensure that an individual who is registered with the Engineering Council of South Africa (ECSA) as a registered Lifting Machinery Inspector shall conduct the examination and testing of the lifting equipment as per Occupational health and Safety Act of 1993. Compliance Evidence: A copy/copies of the Lifting Machine Inspector certificate, with the Engineering Council of South Africa (ECSA) letterhead, shall be submitted with the Bid.

4.7 Qualifying Threshold

Not Applicable.

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 of a service provider to examine, test and certify Armscor Dockyard's lifting equipment for a period of 36 months, as set out in paragraph 5.4 in this document.

5.3 Background

5.3.1. It is a statutory requirement that Armscor Dockyard lifting equipment be load tested and certified as per Occupational Health and Safety Act (Act 85 of 1993), Driven Machinery Regulations GNR 540 of 24 June 2015 on an annual basis.

5.3.2. Armscor Dockyard, Simon's Town requires a service provider to examine, oversee the load test and upon passing or failing the load test, certify the following types of lifting equipment used in the Armscor Dockyard for a period of 36 months, (as coded by Government Gazette No. 34876 dated

21 December 2011).

- Code C30 – Overhead crane pendant and radio controlled
- Code C31– Overhead crane cab controlled
- Code C33 – Hydraulic crane pick up and carry up to 50,000 kg capacity
- Code C36 - Hydraulic crane pick up and carry above 50,000 kg capacity
- Code C53 – Mobile Elevated work Platform
- Code C54 – Hoist & Winches
- Code C54 – Wall mounted Jib crane
- Code F1 - Counterbalanced Lift truck up to 3,000 kg capacity
- Code F2 - Counterbalanced Lift truck up to 7,000 kg capacity
- Chain blocks and Lever hoists

5.4. Specification

5.4.1. The service provider will be required to inspect and test all electrically powered and manually operated lifting equipment as per the relevant South African National Standard over a 36 months period.

- Driven Machinery Regulations GNR 540 295 of 24 June 2015.
- SANS 10375:2018. "Inspection, examination and testing of overhead cranes". Load Tests need to be conducted at 110% its rated load capacity.
- SANS 500: 2009 "Inspection, examination and testing of manually operated chain blocks and chain lever hoist in use". Load Tests need to be conducted at 125% its rated load capacity. All tests need to be dynamic testing.
- SANS 19: 2018 "The inspection, testing and examination of mobile cranes"
- SANS 18893: 2007 "Mobile elevating work platforms – safety principles, inspection, maintenance and operation"
- SANS 10388: 2019 "The inspection and testing of lift trucks"
- And other relevant SANS code.

5.4.2. The service provider must be registered as a Lifting Machine Entity (LME) with the Department of Labour (DOL). The inspector must be a registered Lifting Machine Inspector (LMI) with the Engineering Council of South Africa (ECSA).

5.4.3. The lifting equipment to be inspected and load tested over a 36 months period is found in ANNEXURE A with the following pre-requisites:

- 5.4.3.1. The service provider shall carry out an inspection on all equipment given in Annexure A on a 6 monthly basis over a 36 months period.
- 5.4.3.2. Where critical components e.g. brakes require adjustment as identified during the inspection/ load testing, the service provider shall make the necessary adjustments.
- 5.4.3.3. The service provider shall load test each equipment given in Annexure A on a 12 monthly basis over a 36 months period.
- 5.4.3.4. Upon identifying any defects that can be rectified within the load test period, the service provider shall promptly notify the Armscor PM. Armscor personnel will resolve the fault within the testing period if feasible and the equipment shall be load tested.
- 5.4.3.5. Armscor Dockyard personnel will assist and provide all weights needed to conduct the load tests. The available total weight is 30.3 ton (28t of test weights and 2.3t lifting tray). All weights will be moved around with Armscor equipment; any other supporting staff will be on standby (i.e. electrician or fitter). The service provider needs to accommodate minor delays due to movement of weights.
- 5.4.3.6. All chain hoists and lever hoist shall be load tested by making use of test weights provided by Armscor in a dedicated workshop provided by Armscor.
- 5.4.3.7. All overhead cranes (line items 1 to 66 as per ANNEXURE A) shall be marked/indicate (stencilling is preferred) the inspection & load test date and next load test date on the equipment itself. **This marcation must be clearly visible from a distance.** All old test dates and equipment status shall be removed or painted over.
- 5.4.3.8. Safe working load (SWL) (line items 1 to 66 as per ANNEXURE A) stickers are to be placed on the equipment with ho/worn SWL indication, and are clearly visible from a distance. Serial number stickers shall also be placed on equipment with no serial numbers.
- 5.4.3.9. The remainder of the lifting equipment (chain and lever hoists, etc.) (line items 67 to 231 as per ANNEXURE A) shall be marked with stickers on the equipment itself, indicating the inspection & load test date, next load test date, the serial number, equipment status (pass or failed) and the LME details.
- 5.4.3.10. The stickers may be placed on the control centre or isolators where it is visible to the operator.
- 5.4.3.11. A Work Authorization (WA), authorising the service provider to start work, will be emailed to the service provider within reasonable time prior to each delivery date of the service to be carried out.

The service provider shall acknowledge receipt of the WA within a week of receipt of Armscor's communication.

The delivery periods for services are as follows:

Line item	Service required for <u>all</u> items as per Annexure A	Delivery period
1	Inspection	Before 31 st October 2023
2	Load test	Before 31 st October 2023
3	Inspection only	Before 30 th April 2024
4	Inspection	Before 31 st October 2024
5	Load test	Before 31 st October 2024
6	Inspection only	Before 30 th April 2025
7	Inspection	Before 31 st October 2025
8	Load test	Before 31 st October 2025
9	Inspection only	Before 30 th April 2026

Documents required

- 5.4.4. Fully signed inspection and/or load test certificates shall be submitted to Armscor on a daily basis for the lifting equipment inspected on that particular day.
- 5.4.5. Each lifting equipment as per Annexure A shall be accompanied a load test certificates stating passed or failed. The inspection and load test certificates shall have the relevant SANS code trademark and the details of the load test including calculations/figures/comments obtained, the Lifting Machine Entity registered DOL number, Lifting Machine Inspector registered ECSA number and final signature from the registered Lifting Machine Inspector. The final report shall be a list as per **Annexure A** (in PDF format), indicating the inspection certificate number & inspection date, the load test certificate number & load test date, and equipment status (May be used/ May not be used). The service provider will state the equipment as "equipment not found" or "equipment failed as per inspection certificate", whichever is applicable, in the report. **The inspection and load test certificates shall be provided for all equipment as per WA.**
- 5.4.6. All certificates to be handed in a lever arc file in the following format:
 - Final report (Annexure A format)
 - Inspection and load test certificates in order as per final report
 - Calibration certificates (certified copies)
 - LME certificate (certified copy)

– LMI certificate (certified copy)

The file shall be made available to Armscor within 2 weeks from date of completion of last load tested equipment.

5.4.7. Any discrepancies in the inspection and load test certificates will be communicated by Armscor to the service provider. The service provider shall resolve such an issue(s) within 5 working days from date of receipt of Armscor's communication.

5.4.8. Any electronic device that is used during load testing by the service provider shall be calibrated and accompanied by a valid calibration certificate. Certified copies of the calibration certificates shall be submitted to Armscor Dockyard.

5.4.9. Immediately after acceptance of order, the service provider must deliver a copy of their safety file prior to commencement of work, where the Safety department will approve/ reject the file. The safety file needs to be updated annually.

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.

5.4 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.

5.5 The signed **ANNEXURE B, MEMORANDUM OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 (AS AMENDED)**, as submitted by the contractor as part of his tender, shall become a binding agreement between the contractor and the client on award of the contract.

4. IDENTIFICATION

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

5. CONTRACTOR'S STATUS AND RESPONSIBILITIES

5.1 The contractor shall not permit any worker to perform any task for which such worker has not been trained.

5.2 Under no circumstances may the contractor's employees litter, roam, sleep or prepare food on site, unless otherwise arranged and agreed to by the client.

5.3 Under no circumstances may the contractor's employees accept tasks (with or without payment) from the client's personnel or any other instruction/request that is not part of this contract.

5.4 The contractor shall see to it that his employees do not interfere in any way with the client's employees or with occupants of the premises.

5.5 The contractor shall comply with the client's security requirements.

5.6 The contractor shall not damage the property of the client or his employees.

5.7 The contractor shall leave all areas where work has been executed in a clean and neat condition.

5.8 The contractor shall not erect any signs or advertisements on site.

5.9 The contractor shall not unreasonably encumber the site with his materials and equipment, and shall make such provisions and carry out his operations in such a manner that will permit continuous, safe traffic and pedestrian circulation, and he shall provide and maintain safe access to all buildings within the work boundaries.

5.10 The contractor shall confine his equipment, tools, and the operations of his employees as indicated by the client and within the limits of statutory requirements.

B MAINTENANCE CONDITIONS

1. WORKING HOURS

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

Normal working hours are:

Monday – Thursday: 07:15 - 16:30

Friday: 07:15 - 12:15

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

2. ADVERSE CONDITIONS AND DEFECTS

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

2.2 The Contractor shall not commence or continue with delivery until such adverse conditions have been investigated and corrected, unless otherwise instructed in writing by the Client.

ANNEXURE A **LIFTING EQUIPMENT FINAL REPORT FORMAT**

NO.	ITEM	TONNAGE	SERIAL NUMBER	WORKSHOP	BUILDING NUMBER	INSPECTION CERTIFICATE NO	LOAD TEST CERTIFICATE NO	INSPECTION DATE	LOAD TEST DATE	STATUS
1	Munch Martin Crane	20,00	201/49/AC	Ex 4.5" Gun Workshop	656					
2	Wellman Crane	10,00	452/17/DC	Generating Station	676					
3	T SMITH & SONS CRANE	10,00	201/44/AC	Ex 4.5" Gun Workshop	656					
4	R Martin Crane	20,00	361/11/AC	Gun Workshop	674					
5	Herbert Morris Crane	10,00	360/6/AC	Gun Workshop	674					
6	Morris overhead Crane	2,00	305/80/AC	Factory	616					
7	Bosal Floor Crane	1,00	No. 2	Factory	616					
8	Smith Keighley Crane	15,00	305/77/AC	Factory	616					
9	Smith Keighley Crane	15,00	305/78/AC	Factory	616					
10	Smith Keighley Crane	15,00	305/79/AC	Factory	616					
11	Swing Arm Gantry Crane	0,35	No. 1	Factory	616					
12	Swing Arm Gantry Crane	0,35	No. 2	Factory	616					

13	Swing Arm Gantry Crane	0,35	No. 3	Factory	616					
14	Black Bear chain hoist	2,00	364/51/H	Hydraulic Workshop	617					
15	Mac-Africa	2,00	99010021	Hydraulic Workshop	617					
16	Morris Crane	3,00	E171220035	Main Electrical Workshop	619					
17	Lasch Hoist	1,00	302/3/H	Main Electrical Workshop	619					
18	Martin Crane	10,00	362/20/AC	Main Electrical Workshop	619					
19	Morris Crane	10,00	3949	Boathouse	628					
20	Shaw Crane	10,00	2000/45/AC	Plate Shop	621					
21	Samuel Butler & CO	5,00	209/21/AC	Plate Shop West Bay	621					
22	Stahl Crane	2,00	2000/43/AC	Light Plate Shop	620					
23	Transcape Lasch Hoist	2,00	1300/36/AC	Ex Blacksmith Workshop	621					
24	Lasch Hoist	0,50	215/9/H	Sail Loft	656					
25	T Smith & Sons Crane	10,00	305/35/AC	ICE Workshop Centre Bay	656					
26	Lasch Hoist	0,75	302/5/H	Docking Workshop	656					
27	Mobile Gantry Crane	5,00	KT498767G	ICE Workshop	656					

41	Condra Mono Rail	1,00	11RL-243/1	Transit	668					
42	HR Lasch Mono Rail Hoist	5,00	211/19/H	SAFS Facilities Test Bay	674					
43	Cowan & Sheldon Crane	5,00	401/46/AC	SAFS Facilities	616					
44	Morris Crane	2,00	8009	Ex Galvanising Workshop	663					
45	Morris Crane	2,00	8009	Ex Galvanising Workshop	663					
46	Elephant chain hoist	2,00	83F1494	Training Centre	143					
47	Sachmech Kuhn	3,00	EQ-01	Electronic Complex	684					
48	Sachmech Kuhn	3,00	3600/18/AC	Training Centre	143					
49	Hr Lasch & Co Mono Rail Hoist	2,00	211/18/H	Training Centre	143					
50	HR Lasch Mono Rail Hoist	5,00	4000/16/H	Boiler Shop	645					
51	T Smith & Sons Crane	5,00	306/3/AC	ICE Workshop	656					
52	HR Lasch Mono Rail Hoist	2,00	HS 202	Electronic Complex	684					
53	HR Lasch Mono Rail Hoist	5,00	4000/15/H	Pipe Shop	645					
54	HR Lasch Mono Rail	2,00	4000/13/A	Pipe Shop	645					

80	CHAIN BLOCK CB 16	5,00	S12104639	Fitter and Valve W/S	616					
81	CHAIN BLOCK CB 18	0,50	F174200353	Fitter and Valve W/S	616					
82	CHAIN BLOCK CB 21	2,00	F174201227	Fitter and Valve W/S	616					
83	CHAIN BLOCK CB 22	2,00	F174201034	Fitter and Valve W/S	616					
84	Lever Hoist LH7	1,50	1308120	Fitter and Valve W/S	616					
85	Lever Hoist LH8	1,50	1308086	Fitter and Valve W/S	616					
86	Lever Hoist LH10	3,00	1301149	Fitter and Valve W/S	616					
87	Lever Hoist LH11	3,00	123971	Fitter and Valve W/S	616					
88	Lever Hoist LH12	3,00	1103145	Fitter and Valve W/S	616					
89	Lever Hoist LH18	1,50	111217	Fitter and Valve W/S	616					
90	RATCHET	1,50	11062762	MAIN ELECTRICAL	619					
91	RATCHET	1,50	11062784	MAIN ELECTRICAL	619					
92	RATCHET	0,75	11080467	MAIN ELECTRICAL	619					

93	RATCHET	0,75	11080464	MAIN ELECTRICAL	619					
94	LEVER HOIST	6,00	LH03	RIGGERS	619					
95	CHAIN BLOCK	2,00	S14041722X	RIGGERS	649					
96	CHAIN BLOCK	2,00	S1441722X	RIGGERS	649					
97	CHAIN BLOCK	1,00	E120474774	RIGGERS	649					
98	CHAIN BLOCK	1,00	1310026	RIGGERS	649					
99	CHAIN BLOCK	1,00	1310078	RIGGERS	649					
100	CHAIN BLOCK	1,00	1310047	RIGGERS	649					
101	CHAIN BLOCK	3,00	0907417	RIGGERS	649					
102	CHAIN BLOCK	5,00	901183	RIGGERS	649					
103	CHAIN BLOCK	2,00	308352	RIGGERS	649					
104	CHAIN BLOCK	1,00	130603	RIGGERS	649					
105	CHAIN BLOCK	3,00	09076666	RIGGERS	649					
106	RATCHET	1,50	1112135	RIGGERS	649					
107	RATCHET	3,00	519924	RIGGERS	649					
108	RATCHET	3,00	1106526	RIGGERS	649					
109	RATCHET	3,00	1106530	RIGGERS	649					
110	CHAIN BLOCK	1,00	1107032	RIGGERS	649					
111	CHAIN BLOCK	3,00	0907420	RIGGERS	649					
112	CHAIN BLOCK	1,00	1107021	RIGGERS	649					

113	CHAIN BLOCK	3,00	0907334	RIGGERS	649				
114	CHAIN BLOCK	3,00	0907418	RIGGERS	649				
115	CHAIN BLOCK	3,00	0907333	RIGGERS	649				
116	LEVER HOIST	0,75	1010068	RIGGERS	649				
117	CHAIN BLOCK	1,00	1304239	RIGGERS	649				
118	CHAIN BLOCK	1,00	1301066	RIGGERS	649				
119	LEVER HOIST	3,00	1201079	RIGGERS	649				
120	LEVER HOIST	0,75	1107028	RIGGERS	649				
121	CHAIN BLOCK	0,50	11083884	RIGGERS	649				
122	CHAIN BLOCK	1,00	1112073	RIGGERS	649				
123	CHAIN BLOCK	3,00	0907422	RIGGERS	649				
124	LEVER HOIST	6,00	LH01	RIGGERS	649				
125	LEVER HOIST	3,00	LH14	RIGGERS	649				
126	LEVER HOIST	6,00	LH02	RIGGERS	649				
127	LEVER HOIST	6,00	LH03	RIGGERS	649				
128	LEVER HOIST	3,00	LH05	RIGGERS	649				
129	CHAIN BLOCK	2,00	CB23	RIGGERS	649				
130	CHAIN BLOCK	1,50	CB27	RIGGERS	649				
131	CHAIN BLOCK	2,00	CB27/1	RIGGERS	649				
132	ELECTRICAL STACKER	1,50	DA000768	RIGGERS	649				

133	LEVER HOIST	1,50	1112142	RIGGERS	649					
134	LEVER HOIST	1,50	420178	RIGGERS	649					
135	LEVER HOIST	1,50	12120855	RIGGERS	649					
136	LEVER HOIST	1,50	12120848	RIGGERS	649					
137	LEVER HOIST	3,00	46224	RIGGERS	649					
138	LEVER HOIST	3,00	519913	RIGGERS	649					
139	LEVER HOIST	3,00	19024	RIGGERS	649					
140	LEVER HOIST	6,00	520056	RIGGERS	649					
141	LEVER HOIST	1,50	1112143	RIGGERS	649					
142	LEVER HOIST	6,00	520038	RIGGERS	649					
143	CHAIN BLOCK	0,50	11083873	RIGGERS	649					
144	CHAIN BLOCK	1,00	S12104546	RIGGERS	649					
145	CHAIN BLOCK	1,00	1301052	RIGGERS	649					
146	CHAIN BLOCK	1,50	73307	RIGGERS	649					
147	CHAIN BLOCK	2,00	12104546	RIGGERS	649					
148	CHAIN BLOCK	2,00	E11086791	RIGGERS	649					
149	CHAIN BLOCK	2,00	E11086760	RIGGERS	649					
150	CHAIN BLOCK	3,20	733088	RIGGERS	649					
151	CHAIN BLOCK	1,00	E12047446	RIGGERS	649					
152	CHAIN BLOCK	1,00	E12047456	RIGGERS	649					
153	CHAIN BLOCK	1,00	E12047450	RIGGERS	649					

154	CHAIN BLOCK	0,75	12120105	RIGGERS	849				
155	CHAIN BLOCK	1,00	E12047459	RIGGERS	649				
156	LEVER HOIST	0,75	12120110						
157	LEVER HOIST	1,50	1112135	RIGGERS	649				
158	CHAIN BLOCK	0,50	E12047079	RIGGERS	649				
159	CHAIN BLOCK	0,50	E11075610	RIGGERS	649				
160	CHAIN BLOCK	1,00	E12047098	RIGGERS	649				
161	CHAIN BLOCK	1,00	E12047563	RIGGERS	649				
162	CHAIN BLOCK	2,00	E12047201	RIGGERS	649				
163	CHAIN BLOCK	2,00	E12047198	RIGGERS	649				
164	CHAIN BLOCK	3,00	P20100213	RIGGERS	649				
165	CHAIN BLOCK	1,00	1304232	RIGGERS	649				
166	CHAIN BLOCK	5,00	E12129822	RIGGERS	649				
167	CHAIN BLOCK	5,00	E12129813	RIGGERS	649				
168	CHAIN BLOCK	0,50	E12047042	FACILITIES	675				
169	CHAIN BLOCK	0,50	E12046990	FACILITIES	675				
170	CHAIN BLOCK	0,50	E12047003	FACILITIES	675				
171	CHAIN BLOCK	0,50	E11075734	FACILITIES	675				
172	CHAIN BLOCK	1,00	E11074490	FACILITIES	675				
173	CHAIN BLOCK	1,00	E11087246	FACILITIES	675				
174	CHAIN BLOCK	1,00	E11087334	FACILITIES	675				

175	CHAIN BLOCK	1,00	E12047107	FACILITIES	675				
176	CHAIN BLOCK	2,00	E12047209	FACILITIES	675				
177	CHAIN BLOCK	2,00	E12047212	FACILITIES	675				
178	CHAIN BLOCK	2,00	E12047217	FACILITIES	675				
179	CHAIN BLOCK	2,00	E11099711	FACILITIES	675				
180	CHAIN BLOCK	3,00	E12047305	FACILITIES	675				
181	CHAIN BLOCK	3,00	E12047307	FACILITIES	675				
182	CHAIN BLOCK	3,00	E12047303	FACILITIES	675				
183	CHAIN BLOCK	3,00	E12047310	FACILITIES	675				
184	LEVER HOIST	0,75	11040022	FACILITIES	675				
185	LEVER HOIST	0,75	11040043	FACILITIES	675				
186	LEVER HOIST	0,75	11040024	FACILITIES	675				
187	LEVER HOIST	0,75	11040040	FACILITIES	675				
188	LEVER HOIST	0,75	1206024	FACILITIES	675				
189	LEVER HOIST	1,50	12092198	FACILITIES	675				
190	LEVER HOIST	1,50	12092214	FACILITIES	675				
191	LEVER HOIST	1,50	12092205	FACILITIES	675				
192	CHAIN BLOCK	3,00	120213	FACILITIES	675				
193	LEVER HOIST	3,00	12041148	FACILITIES	675				
194	LEVER HOIST	3,00	1207134	FACILITIES	675				
195	LEVER HOIST	3,00	12041161	FACILITIES	675				

196	LEVER HOIST	6,00	12111905	FACILITIES	675					
197	LEVER HOIST	6,00	12111901	FACILITIES	675					
198	LEVER HOIST	6,00	12111902	FACILITIES	675					
199	LEVER HOIST	6,00	12111900	FACILITIES	675					
200	CHAIN BLOCK	5,00	E12069095	FACILITIES	675					
201	CHAIN BLOCK	5,00	E12069103	FACILITIES	675					
202	CHAIN BLOCK	5,00	E12069102	FACILITIES	675					
203	LEVER HOIST	1,50	12092200	FACILITIES	675					
204	LEVER HOIST	3,00	12041202	FACILITIES	675					
205	LEVER HOIST	1,50	1211081	FACILITIES	675					
206	CHAIN BLOCK	5,00	E12069098	FACILITIES	675					
207	CHAIN BLOCK	0,50	E11076759	SUB SHED	920					
208	CHAIN BLOCK	0,50	E11112214	SUB SHED	920					
209	CHAIN BLOCK	1,00	E12047574	SUB SHED	920					
210	CHAIN BLOCK	1,00	E12047551	SUB SHED	920					
211	CHAIN BLOCK	1,00	E12047572	SUB SHED	920					
212	CHAIN BLOCK	1,00	E12047474	SUB SHED	920					
213	RACHET BLOCKS	0,75	12120119	SUB SHED	920					
214	RACHET BLOCKS	0,75	12120111	SUB SHED	920					
215	RACHET BLOCKS	0,75	12120104	SUB SHED	920					
216	RACHET BLOCKS	0,75	12120113	SUB SHED	920					

ANNEXURE B:-- OHASA ACT AGREEMENT

WRITTEN AGREEMENT ON

OCCUPATIONAL HEALTH AND SAFETY

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

AS ENTERED INTO BY AND BETWEEN

(hereinafter referred to as the "Employer")

and

(hereinafter referred to as "the Contractor")

Contractor Compensation Fund Certificate Number: _____

Vendor Number: _____

Contract Number: _____

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DEFINITIONS

In this agreement, unless the context indicates otherwise –

Contractor

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

Employer

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

Hazard

means a source of or exposure to danger,

he/his/him/himself

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

Mandatory

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

Safe

means free from any hazard;

Workplace

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

WARRANTY OF COMPLIANCE

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

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

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

CONTRACTOR AS AN EMPLOYER

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

ENVIRONMENTAL COMPLIANCE

The **Contractor** shall ensure that all National Environmental Management Act (NEMA) principles are considered. This shall not be considered in isolation but include the individual requirements of Specific Environmental Management Acts (SEMAS). MSDS shall be available for all herbicides, pesticides, fertilisers and solvents where applicable, and sufficient safety briefings shall be conducted with appropriate employees regarding the risks associated with working with the aforementioned chemicals.

APPOINTMENTS AND TRAINING

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

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

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

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

SUPERVISION, DISCIPLINE AND REPORTING

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

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

ACCESS TO THE OHS ACT

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

CO-OPERATION

The **Contractor** and/or his responsible persons and employees shall provide full co-operation and information if and when the **Employer** or its representative inquiries into occupational health and safety issues concerning the **Contractor**. It is hereby recorded that the **Employer** and its representatives shall at all times be entitled to make such enquiry. Without derogating from the generality of the above, the **Contractor** and his responsible persons shall make available to the **Employer** and its representative, on request, all and any checklists and inspection registers required to be kept in respect of any of machinery or equipment.

WORK PROCEDURES

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

HEALTH AND SAFETY MEETINGS

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

COMPENSATION REGISTRATION

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

MEDICAL EXAMINATIONS

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

INCIDENT REPORTING AND INVESTIGATION

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

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

FIRE PRECAUTIONS AND FACILITIES

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

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

Smoking is only to be permitted in designated smoking areas.

HYGIENE AND HOUSEKEEPING

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

NO NUISANCE

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

INTOXICATION NOT ALLOWED

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

PERSONAL PROTECTIVE EQUIPMENT

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

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

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

PLANT, MACHINERY, EQUIPMENT AND VEHICLES

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

QUALIFICATIONS

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

NO USAGE OF THE EMPLOYER'S EQUIPMENT

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

TRANSPORT

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

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

INDEMNITY

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

DURATION OF AGREEMENT

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

HEADINGS

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

COSTS

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

SIGNATURES

FOR AND ON BEHALF OF THE CONTRACTOR

SIGNED at _____ on this _____ day of _____ 2023

Name: _____

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED at _____ on this _____ day of _____ 2023

Name: _____

WITNESSES:

1. _____

2. _____