

INVITATION TO BID

REQUEST FOR BID DESCRIPTION:

REPLACEMENT OF FLOOR CARPET AT ARMSCOR AND DoD GENERAL AREAS.

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NOTE:

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

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

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

REQUEST FOR BID: EFAC/2023/08

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **24 July 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 Head Office, Visitors Entrance (Block) 8 before the bid closing date and time addressed to:
- The Manager: Supply Chain Management Department
 Armscor SOC Ltd
- Postal address: Armscor SOC Ltd
 Private Bag X337
 Pretoria
 0001
- Delivery address: Armscor Head Office
 370 Nossob Street
 Erasmuskloof Ext 4
 Pretoria
- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

2. ENQUIRIES

- 2.1 All queries regarding this bid must be addressed in writing to SCM Department on aopts@armscor.co.za. Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

3. BID VALIDITY PERIOD

Bid proposals to remain valid for acceptance for a period of **NINETY** 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.

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 Bidder 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 Bidder 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:	
Name of Prime Contractor	
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 Bidder 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 Bidder 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 Bidder supply ID document for local and if foreigner supply passport number or identification as applicable in that country	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

Declaration:

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

.....
Name

.....
ID number

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

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the 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. Bidders should check the numbers of the pages correspond with the table of contents 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
4. **Security:**
 - 4.1. Classified bids are to be handled in the manner set out in Armscor's Security Instruction, document number A-WI-014, copies of which are obtainable on request from the Contractor Security Section, P O Box 411, Pretoria, 0001.
 - 4.2. Attention is drawn particularly to the procedure set out in chapter 4 of the manual, which is to be complied with when forwarding classified documents.

5. **Advance payments:**

Bidders shall furnish the price without advance payment.

6. **Performance Guarantee:**

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

7. **Commissions:**

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

8. **Tax Compliance 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. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

8.1 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.

8.2 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.

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

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

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

8.6 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.

9. 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.

10. Defence Industrial Participation and National Industrial Participation

10.1 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.

10.2 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.

11. Mandatory local production and content for designated sectors

- 11.1 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.2 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

12. **Awarding of Bids**

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

The applicable points are:

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

The following formula will be used to calculate the points in respect of a bid up to a rand value of R50 000 000, 00 (all applicable taxes included).
(Armscor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

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KD17

BID NUMBER

: EFAC/2023/08

CLOSING AT 11:00 ON

: 24 JULY 2023

VALIDITY PERIOD: 90 DAYS

NAME OF BIDDER

:

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
1	Replacement of Carpets at Armscor and DoD general areas according to approved technical specification, quantities and required services as per the Bill of Quantities Single-envelope (using only critical criteria without functional criteria)				
TOTAL (excluding VAT)					
VAT					
TOTAL (including VAT)					

1. Delivery address: 370 Nossob Street – Erasmuskloof
2. * Period required for commencement of delivery, after receipt of order: 14 days
3. * Rate of delivery: N/A
4. * Period required for completion of order, after receipt thereof: 12 months

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APPENDIX A

APPOINTMENT OF A CONTRACTOR FOR THE REPLACEMENT OF CARPET AT ARMSCOR AND DOD GENERAL AREAS

1. BID EVALUATION PROCESS

Each received bid will be evaluated in 3-staged. A bid that does not comply with the requirements of each stage will be eliminated from the evaluation process.

STAGE 1	Critical Criteria
STAGE 2	Detailed Price Analysis • Correctness • Alignment to CIDB grade/level • Reasonableness
STAGE 3	80 (Price) / 20 (Price and Specific goals) • Price Point – maximum 80 points • Local Content and RDP goals – maximum 20 points.

1.1 STAGE 1: Critical Criteria

The bidder will be measured against the critical criteria requirements. Should the bid fail to comply with any one of the critical criteria, the bid will be eliminated from the selection process resulting in it not being eligible for award.

ABBREVIATIONS:

CIDB: Construction Industry Development Board of South Africa

GB7: General Building Works grade 7

COIDA: The Compensation for Occupational Injuries and Disease Act

CRITICAL CRITERIA

Criteria No.	Criteria Description	Compliance Evidence
1.	The bidder shall attend a compulsory bidders briefing session and site visit.	The bidder shall complete and sign attendance register on 11 July 2023 at 10h00 at Armscor Head Office.
2.	The bidder shall have a valid Construction Industry Development	The bidder shall submit valid CIDB registration certificate clearly indicating minimum 7GB. If the bidding entity is through a Joint

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		Venture, the evidence shall be evaluated considering note 1 below.
in good standing with the Compensation Commission of Ontario and the Occupational Injuries and Disability Act (COIDA).	3. The bidder shall be in good standing with the Compensation Commissioner in terms of the Compensation of Occupational Injuries and Disability Act (COIDA).	The bidder shall submit a valid COIDA certificate issued by the Department of Employment and Labour or any other organization appointed by the Department of Employment and Labour.
4.	The bidder shall have successfully completed at least 1 floor carpet replacement project in an occupied building.	The bidder shall submit at least one contactable reference letter from their client where the replacement of floor carpet in an occupied building was completed. The reference letter must be on the client's letterhead (not the bidder's) and signed by a duly authorized person of the client. The letter must entail the following details: • Name of the client • Name of the bidder • Project Description • Contact details OR A signed completion certificate issued by the principal agent / client where the replacement of carpets project was completed for occupied building. <i>Note: Should the completion certificate not indicate the replacement of carpets in an occupied building, then additional supporting documents confirming replacement of carpet in an occupied building, issued by the Client or Principal Agent or Main Contractor shall be submitted</i>

5	The bidder shall provide carpet that fully comply with the specification as per Appendix B – technical specification for carpet. The bidder shall provide a catalogue of carpet types and grades, including the following: • Grading • Carpet tile size • Fibre type • Fire rating • Total thickness	The bidder shall supply with the bid, a manufacturer product data sheet/ handbook/ catalogue for both carpet types. At minimum, the catalogues must indicate the following carpet specification: • Grading • Carpet tile size • Fibre type • Fire rating • Total thickness
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Note 1: Joint Ventures are eligible to submit bids subject to the following:

- Every bidder of the Joint Venture shall be registered with the CIDB;
- The lead partner shall have a contractor grading designation of not lower than the one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
- The combined bidder(s) grading designation calculated in accordance with the CIDB regulations is equal to or higher than the bidder(s) grading designation determined in accordance with the sum tendered for **7 GB or higher class** of construction work or value determined in accordance with Regulation 25(1B) or 25(7A) of the CIDB regulations.
- The bidder shall provide a certificated a copy of its signed Joint Venture agreement;
- And in the event of the Joint Venture is an "Incorporated Joint Venture" the memorandum of Incorporation shall be provided within 14 (fourteen) days of the contract date.

1.2 STAGE 2: Price Analysis

1.2.1 Each bid that complies with all the Critical Criteria that have been set for this RFB, their submitted bid price will be subjected to price analysis as follows:

- Analyse the BOQ for accuracy. If any arithmetic error is identified, the bidder will be offered an opportunity to correct the error without changing the overall price of any item. The bidder will be allowed to change the total bid offer if there was an error in the addition of all individual item

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amounts leading to the total. Should the bidder revise any total cost for the item, CIDB regulations will apply.

- b) The total BOQ amount will be compared to the CIDB grading of the bidder to determine the alignment. Bidders are allowed to be over the CIDB grade by maximum 20% and beyond that, CIDB regulations will apply. This RFB is reserved for entities whose CIDB grading is least 7GB.
- c) The last stage of price analysis involves detailed analysis of price per item to determine the reasonableness of the quoted price. Armscor may conduct market analysis to determine the reasonability of the quoted rate. The reasonability test will also be conducted on the overall bid offer/amount. CIDB regulations will be applied to evaluate any bid that is falling outside the reasonable levels.

1.3 STAGE 3: 80 (Price) / 20 (Specific Goals)

- a) Each bid that complies with all the requirements set for stage 1 will be further evaluated in term of the 80/ 20 i.e. Price and Specific Goals.
 - Price: maximum 80 points
 - Local Content and RDP programme maximum 20 points
- b) For this RFB, the applicable specific goal is Local Content and RDP Programme. The points scored for price are determined by the value of the contract. Points scored for Price, Local Content are added together (maximum 100 points) and rounded off to the nearest two decimal points.

Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors		PPS Points
Designated Sectors		
1	Full compliance to Local Content and Production: Textile, Clothing, Leather and Footwear. Technical Specifications in Annexure 1 of the RFB	10 points
2	Non-compliance to Local Content and Production: Textile, Clothing, Leather and Footwear. Technical Specifications in Annexure 1 of the RFB	0 points
RDP Programme: Promotion of South African Owned Enterprises		PPS Points
1	Entities which are BBBEE Level 1 with 51% black equity ownership	10 points
2	Entities which are BBBEE Level 2 with 51% black equity ownership	9 points
3	Non- compliance with 1 or 2	0 points
Maximum Specific Goals points		20 points

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c) To qualify for **Designated Sectors points**, the bidder shall submit:

- i. The fully completed DTIC Annexures C (Local Content Declaration – Summary Schedule), Annexure D (Imported Content Declaration – Supporting Schedule) and Annexure E (Local Content Declaration – Supporting Schedule to Annexure C) for the offered carpets;
- ii. A DTIC exemption letter for the imported material listed in the DTIC local content register if the local content and production for the offered carpets is less than 100%. The letter from the DTI must clearly indicates the Armscor RFB number;

If, for example, the carpets are manufactured in South Africa but the raw material is imported, an exemption letter must be obtained from DTI for the imported raw material even if they are sourced from a local supplier.

d) To qualify for the **RDP Programme: Promotion of South African Owned Enterprises** points, the bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS accredited verification agency or CIPC B-BBEE certificate or B-BBEE affidavit duly sworn and commissioned). If the bidder is a Joint Venture (JV) or Consortium, the bidder shall submit with the bid, a consolidated proof of B-BBEE status.

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APPENDIX B

1. TECHNICAL SPECIFICATION –SERENGETI MAMBA EQUIVALENT

	KEY FEUTURES	SPECIFICATION
1.1	Fire Rating	ISO9239-1 or class 2
1.2	Grading/Usage	Heavy duty commercial or; Extra heavy duty residential
1.3	Carpet size	wall-to-wall
1.4	Fibre type/ Yarn	Patterned cut pile- 100% Premium solution Dyed-nylon
1.5	Total thickness	8-10mm

2. TECHNICAL SPECIFICATION –MONN CHARTER –DARK GREY EQUIVALENT

	KEY FEUTURES	SPECIFICATION
2.1	Fire Rating	ISO9239-1 or Class 2
2.2	Grading/Usage	Heavy duty commercial
2.3	Carpet size	600 mm X 600mm floor tile
2.4	Fibre type/ Yarn	100% Solution Dyed Aquafil Alta Chroma nylon 6
2.5	Total thickness	6,5mm-8mm

APPENDIX C

SPECIAL REQUIREMENTS

1. These Special conditions are specific to Replacement of Carpet at Armscor and DoD General Areas requirements and are additional contract conditions to A-STD-0020: ARMSCOR'S GENERAL CONDITIONS OF CONTRACT. Deviations, if any, shall be attached to the KD document and negotiated with Armscor Legal Services prior to contract placement.
2. Insurance:
 - a) The successful bidder must present evidence of all applicable insurance cover within 14 days from date of appointment. If such evidence is not presented within the specified time, Armscor reserves the right to take insurance cover on behalf of the successful bidder and transfer the cost to the successful bidder.

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APPENDIX D

**PROJECT: APPOINTMENT OF A CONTRACTOR TO REPLACE FLOOR CARPET AT
ARMSCOR AND GENERAL DOD AREAS**

CARPET SPECIFICATION AND BILL OF QUANTITIES (Block 1-Block 6)

Exclusion:

Block 7 is excluded from the scope. Carpets will be replaced as part of block 7 renovation

1. SPECIFICATION AND BILL OF QUANTITIES

ITEM #	AREA	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1		PRELIMINARY AND GENERALS				
1.1	All	Provision for site establishment • Container/s for storage all new materials; • Site office and ablution facility; • Workshop (if necessary); • Change rooms; and • All other required site facilities	-	-	-	
1.2	All	Provision for applicable insurances • Material insurance cover; • COIDA submission; • Public liability Cover (minimum R10 million); and • Any other applicable cover/s.	-	-	-	
1.3	All	Provision for health and safety management. The provision must include: • Preparation and maintenance of health and safety file; • Full-time Health and Safety Officer for the duration of the project; • Preparation and submission of monthly safety reports to the appointed OHS agent; • Foreman on site on full-time basis (this can be the same person as safety officer depending on qualification); • Incident investigation and reporting; and • Any other safety requirement for the type of project under consideration.	-	-	-	
1.4	All	Provision for waste removal and disposal (throughout the duration of the project. The client will not accept build-up of waste in the offices, corridors and construction site offices. Waste must be removed on daily basis. • Waste Bins • Transportation	-	-	-	

2 AREA PREPARATION						
All offices are currently occupied and therefore before any process of replacement commences, the contractor must remove furniture that is in the offices. This include removal of files that is in the office to a holding area. These items will be brought back to the office after the installation of carpets. In some offices, the removal of furniture will require the services of a skilled carpenter to dismantle and re-assemble the furniture and doors. When removing files, the contractor must use boxes which are properly marked to avoid mixing files and documentation from different offices. Office furniture and files will be replaced with a day after the completion of that office to allow business continuity. Office and file removal will not require any transportation because the holding area will be within the vicinity.						
ITEM #	AREA	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1	All	Provide labour (minimum 10 people) and tools required for the removal of furniture and files for the duration of the project. The amount must be quoted as a sum and not cost per individual. The contractor may be required to increase the number labourers if the rate of moving is not satisfactory. <i>Note: Due to the nature of the project, no foreign nationals will be allowed to be part of the project team and therefore access will not be granted to any foreign national including those with work permits and have all legal documentation to be in the country.</i>	sum	-	-	
2.2	All	Supply of boxes to put files and documents to and from the temporary storage. It is estimated that 5000 boxes may be required.	Each	5000		
2.3	All	Provisional Sum for furniture damages – The provision will only be utilised after a detailed investigation has been conducted and repair/replacement is approved by Armscor Project Manager through work authorisation.	1	1	1	1 000 000.00
2.4	Selected areas	Provisional Sum - Most of Armscor's flooring is made of false/suspended flooring and therefore cannot use cement screed for preparation. However, some floors are tiled and would be changing floor type to carpet. A provision is made for areas where cement screed may be required after replacing the floor tiles by apply 3mm self-levelling screed "Tal Screed Master" or similar approved on primed floor as the manufacturer's specifications.	1	1	1	500 000.00
3 CARPET REPLACEMENT – BLOCK 1						
3.1	Executive Offices	Supply and install Belgotex wall-wall "serengeti mamba" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. The installation include the underlay-carpet applicable to the offered brand/product	M2	1000		

			(Armscor will present samples during briefing session)				
			Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here				
3.2	Other offices & Corridors		Supply and install Monn Charter 600 x 600mm "Dark Grey" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. Pricing must be complete with screws, glue and all accessories. <i>(samples will be presented during briefing session)</i>	M2	10698		
			Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here				
3.3	Inspection windows		Provision for cutting 1x inspection window at each office	Each	352		
3.4	Cutting for service ducts		Provision for cutting x3 services per office	Each	1056		
3.5	Pillars		Provision for carpet on pillars (where required). Use waste material/off-cuts from the floor sheet				
4	CARPET REPLACEMENT – BLOCK 2						
4.1	Executive Offices		Supply and install Belgotex wall-wall "serengeti mamba" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. The installation include the underlay-carpet applicable to the offered brand/product <i>(Armscor will present samples during briefing session)</i>	M2	466		
			Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here				
4.2	Other offices an corridors		Supply and install Monn 600 x 600mm "charter D. Grey" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. <i>(Armscor will present samples during briefing session)</i>	M2	13502		
			Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here				
4.3	Inspection windows		Provision for cutting 1x inspection window at each office	each	440		
4.4	Cutting for		Provision for cutting x3 services per office	Each	1319		

	service ducts							
4.5	Pillars	Provision for carpet on pillars (where required). Use waste material/off-cuts from the floor sheet						
5	CARPET REPLACEMENT – BLOCK 3 & 5							
5.1	CEO's office area & Level 7 Executive Area	Supply and install Belgotex wall-wall "serengeti mamba" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. The installation must include the underlay applicable to the proposed product/brand. <i>(Armstrong will present samples during briefing session)</i>	M2	1000				
		Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here						
5.2	Other Offices and Corridors	Supply and install Monn Charter 600 x 600mm "Dark Grey" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. Pricing must be complete with screws, glue and all accessories.	M2	7762				
		Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here						
5.3	Inspection windows	Provision for cutting 1x inspection window at each office	each	236				
5.4	Cutting for service ducts	Provision for cutting x3 services per office	each	708				
5.5	Pillars	Provision for carpet on pillars (where required). Use waste material/off-cuts from the floor sheet						
6	CARPET REPLACEMENT – BLOCK 4 & 5							
6.1	All offices & corridors	Supply and install Monn Charter 600 x 600mm "Dark Grey" (or any brand with similar characteristics). Carpet to be laid in accordance with SANS 10186 fitting code of practice. Pricing must be complete with screws, glue and all accessories.	M2	13744				
		Note: If the bidder is offering an alternative brand with similar characteristics, please indicate the alternative brand here						

6.2	Inspection windows	Provision for cutting 1x inspection window at each office	Each	430		
6.3	Cutting for service ducts	Provision for cutting x3 services per office	Each	1291		
6.4	Pillars	Provision for carpet on pillars (where required). Use waste material/off-cuts from the floor sheet				

2. SUMMARY OF BILL OF QUANTITY AND TENDER OFFER

ITEM	DESCRIPTION	OFFER
1	Preliminary & General	
2	Area Preparation (including provisional sums)	
3	Carpet Replacement – Block 1	
4	Carpet Replacement – Block 2	
5	Carpet Replacement – Block 3 & 5	
6	Carpet Replacement – Block 4 & 5	
	SUB-TOTAL	
	VAT (15%)	
	TOTAL	

Note: Transfer this table into the KD17 document – Price Table

3. IMPORTANT INFORMATION

- 3.1 The Bill of Quantity is re-measurable, therefore Armscor reserves the right to approve payment certificates based on the actual area covered using the approved rate.
- 3.2 The bidder shall ensure that all items in the Bill of Quantity are assigned a cost. If some items are not costed, Armscor will assume that all costs are included elsewhere in the offer and therefore expect that the successful bidder execute the work according to the approved technical specification.
- 3.3 Any activity under items 2.3 & 2.4 must be motivated and can only be executed after an approval has been granted through a Work Authorisation or Site Instruction from Armscor.
- 3.4 No activity will be conducted under items 2.3 and items 2.4 if such activity is expected to be part of the other itemised activities.
- 3.5 The work shall be executed using four (4) teams – each block allocated a team. The general workers & carpenter may be shared across the different blocks as and when required.

4. TECHNICAL SPECIFICATION – SERENGETI MAMBA EQUIVALENT

	KEY FEUTURES	SPECIFICATION
4.1	Fire Rating	ISO9239-1 or Class 2
4.2	Grading/Usage	Heavy duty commercial or; Extra heavy duty residential
4.3	Carpet size	Wall-to-wall
4.4	Fibre type/ Yarn	Patterned cut pile – 100% Premium solution Dyed – nylon
4.5	Total thickness	8-10mm

5. TECHNICAL SPECIFICATION - MONN CHARTER – DARK GREY EQUIVALENT

	KEY FEUTURES	SPECIFICATION
4.1	Fire Rating	ISO9239-1 or Class 2
4.2	Grading/Usage	Heavy duty commercial
4.3	Carpet size	600 mm X 600 mm floor tile
4.4	Fibre type/ Yarn	100% Solution Dyed Aquafil Alta Chroma nylon 6
4.5	Total thickness	6,5mm - 8mm

PARTICULAR SPECIFICATIONS

OHS 1993 HEALTH AND SAFETY SPECIFICATION

OHSA 1993 HEALTH AND SAFETY SPECIFICATION

SCOPE

This part covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy working environment for all employees, subcontractors, the Employer, the Employer's Agent, inspectors and all other persons entering the site of works.

This specification shall be read in conjunction with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993 and amendment Act No 181 of 1993) and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Act and Construction Regulations.

In terms of the OHSA Agreement, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible for compliance with all provisions of OHSA 1993 and the Construction Regulations 2014.

This specification and the Contractor's own Health and Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representatives of trade unions and any other persons entering the site of works.

For this project, the specifications applicable must be aligned to the stripping, alteration, removal, installing of carpets within the Armscor premises that comprises of 2 wings that are 7 floors above ground and 2 floors below ground and 2 wings that are 4 floors above ground and 2 floors below ground.

It must be noted that this OHSE Specification as much as it is detailed it is not exhaustive and the onus is on the Principal Contractor to ensure that they comply with Section 8 of the OHS Act, Act 85 of 1993 which states that *"Every Employer shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees."* this means that Principal Contractors as they are employers in their own right must at all times ensure continuous assessments are done for continued provision and maintenance of a healthy and safe working environment.

DEFINITIONS

For the purpose of this contract the following shall apply:

"CR" refers to the Construction Regulations 2014

"Client" means Armscor

"Competent person" means a person who-

- (a) Has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
- (b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

"Construction Health and Safety Agent" (CHSA) means any competent person who acts as a representative for the Employer in managing health and safety on a construction project for the

Employer and who has satisfied the registration criteria of the SACPCMP to perform the required functions.

"Construction Work Permit" means a document issued in terms of regulation 3 of the Construction Regulations 2014.

"Notification of Construction" means a document issued in terms of regulation 4 of the Construction Regulations 2014.

"Contractor" where used in the contract documents and in this specification, means the Contractor as defined in the General Conditions of Contract 2015, and it shall have the exact same meaning as **"principal contractor"** as defined in the Construction Regulations 2014. **"Contractor"** and **"principal contractor"** are therefore interchangeable and shall be read in the context of the relevant document.

In this specification the terms **"principal contractor"** and **"contractor"** are replaced with **"Contractor"** and **"subcontractor"** respectively.

For the purpose of this contract the Contractor will, in terms of OHSA 1993, be the mandatary, without derogating from his status as an employer in his own right.

"Demolition Work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour or machinery.

"Employer" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract 2015 and it shall have the exact same meaning as **"client"** as defined in the Construction Regulations 2014. **"Employer"** and **"client"** are therefore interchangeable and shall be read in the context of the relevant document.

"Employer's Agent" where used in this specification, means the Employer's Agent as defined in the General Conditions of Contract 2015.

"Health and Safety File" means a file, or other record containing the information in writing required by these Regulations.

"Health and Safety Plan" means a site, activity or project specific documented plan in accordance with the client's health and safety specification.

"Health and Safety Specification" means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work.

"Medical Certificate of Fitness" means a certificate contemplated in regulation 7(8) of Construction Regulations 2014.

"Safety Officer" – a person deemed competent by SACPCMP under the relevant category of registration.

Contractual Issues

Acceptance by the Principal Contractor of the contract with Armscor shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Specification and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent/Manager reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

Structure and Organization of OH&S Responsibilities

Overall Supervision and Responsibility for OH&S:

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8(7) to regularly, in writing, report to their principals on matters of health and safety per routine and ad-hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

EMPLOYER'S BASELINE RISK ASSESSMENT

Risk information

The information presented in this clause is based on the Employer's baseline risk assessment prepared specifically for this contract.

This information describes the type of work required in terms of this contract that will be accompanied by dangers, hazards and risks which the Contractor shall be required to identify, analyse, manage, monitor and review in terms of the Health and Safety Plan and risk assessments.

This information is neither prescriptive nor exhaustive and is provided as a guideline to Tenderers in preparing their tender submissions, and to the successful Contractor as a basis for the preparation of the site-specific risk assessments to be performed by the Contractor in terms of Construction Regulation 9.

Tenderers shall make their own assessment of the dangers, hazards and risks that can be expected during the course of this contract, which may include dangers, hazards and risks not identified in the baseline risk assessment, including those that may arise from specific methods of construction employed by the Contractor, and shall make due allowance in their tendered rates and prices for all

costs related to complying with the provisions of the Act and Construction Regulations.

This information is given in good faith for the guidance of Tenderers, and no additional payment shall be made as a result of any inaccuracies, discrepancies or omissions contained therein.

Baseline risk assessment

The following is a list of risks identified which forms the Baseline Risk Assessment for the project prepared by the Employer in terms of Construction Regulation 5(1)(a). (*see attached*)

The guidelines have been included as Annexure D at the end of this Project Document.

APPLICATION FOR CONSTRUCTION WORK PERMIT

Where the contract meets the requirements of Construction Regulation 3, the Employer must at least 30 days before commencement of the work and in accordance with the requirements of Construction Regulation 3, apply to the Provincial Director of the Department of Labour in writing for a construction work permit to perform construction work. The Employer's application must be done in a form similar to Annexure 1 of the Construction Regulations, and submitted with the required documentation, some of which the Contractor shall provide as stated in the Contract Data.

A copy of the construction work permit must be kept on site in the occupational health and safety file, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. The Provincial Director will assign a site-specific number for each construction site, which must be conspicuously displayed at the main entrance to the site.

NOTIFICATION OF CONSTRUCTION WORK

Where the contract meets the requirements of Construction Regulation 4, the Contractor shall, before commencement of the work and in accordance with the requirements of Construction Regulation 4, notify the Provincial Director of the Department of Labour of the intention to carry out the construction work, using the pro forma form included as Annexure 2 to this Health and Safety Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees, representative trade unions and any other persons on the site. A copy of the notification form shall also be kept on the health and safety file, and a further copy shall be forwarded to the Employer for his records.

HEALTH AND SAFETY PLAN

Before commencement of any construction work, the Contractor shall prepare a project specific Health and Safety Plan complying with the requirements of Construction Regulation 7(1)(a) and this Health and Safety Specification.

The Health and Safety Plan must include a risk assessment performed and recorded in writing by a competent person as required in terms of Construction Regulation 9. The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan and applicable safe work procedures to mitigate, reduce or control the risks and hazards identified.

The Health and Safety Plan shall be available on site for inspection by inspectors, the Employer, the Employer's Agent, subcontractors, employees, representative trade unions, and health and safety representatives and committee members, and must be monitored and reviewed periodically by the Contractor.

APPOINTMENT OF EMPLOYEES AND SUB-CONTRACTORS

Appointments

All legal appointments must be done in writing.

The Contractor shall appoint in writing all subcontractors, and such appointments shall follow the requirements of Construction Regulation 7.

Health and safety induction training

No person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site.

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo health and safety induction training by a competent person before commencement of construction work in compliance with Construction Regulations 7(5) and 9(3) and (4).

The Contractor shall ensure that all visitors to the construction site undergo health and safety induction and are provided with the necessary personal protective equipment in compliance with Construction Regulation 7(6).

Medical certificate of fitness

The Contractor shall ensure that every employee, including subcontractors and their employees, has a valid medical certificate of fitness issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

APPOINTMENT OF SAFETY PERSONNEL

Construction manager

Refer to Construction Regulation 8(1), (2), (3) and (4).

The Contractor shall appoint a full-time **Construction Manager** with the duty of managing all the construction work on the site, including the duty of ensuring occupational health and safety compliance.

The Contractor may also have to appoint one or more **assistant construction managers** to assist the Construction Manager were justified by the scope and complexity of the works.

Construction health and safety officer

Refer to Construction Regulation 8(5) and (6).

Taking into consideration the size of the project and the dangers, hazards or risks that can be expected, the Contractor shall appoint in writing, a full-time **construction health and safety officer** to assist in the control of all health and safety related aspects on the site. The construction health and safety officer shall be registered (SACPCMP) as required by the Chief Inspector of the Department of Labour and shall have the necessary competencies and resources to assist the Contractor.

Construction supervisor

Refer to Construction Regulation 8(7), (8), (9) and (10).

The Contractor shall appoint a full-time **construction supervisor** responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

The Contractor may also have to appoint one or more competent employees to assist the construction supervisor were justified by the scope and complexity of the works.

Health and safety representatives

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 50 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery, etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

Health and safety committee

In terms of Section 19 of the Act (OHSA 1993), the Contractor (as employer) shall establish one or more **health and safety committees** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

Competent persons

The Contractor shall appoint in writing designated competent employees and/or other competent persons as required by the Act and Regulations. Such appointments shall be in accordance with the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work in all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities for compliance with all requirements of the Construction Regulations.

RECORDS AND REGISTERS

The Contractor shall keep records and registers related to health and safety on site as required by the relevant applicable sections of the Act and Regulations as determined by the requirements of the contract. Such records and registers shall be available for periodic inspection by inspectors, the Employer, the Employer's Agent, the Construction Health and Safety Agent, subcontractors, employees and representatives of trade unions.

CONTRACTOR'S RESPONSIBILITIES

For this contract the Contractor will be the mandatary of the Employer (Client), as defined in the Act (OHSA 85 of 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 85 of 1993) and the Construction Regulations 2014.

Before commencement of work under the contract the client must appoint the Principal Contractor in writing, as per CR 5.1(k) and the Contractor shall enter into an agreement with the Employer (Client) in terms of Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993', to confirm his status as mandatar (employer) for the contract under consideration.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations, as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

MEASUREMENT AND PAYMENT

It is a condition of this contract that contractors who submit tenders for this contract shall make provision in their various tendered rates and prices for all costs related to the health and safety measures required in terms of the Act and Regulations during the construction process.

Health and safety plan

The Contractor shall assess the risks associated with the Works when preparing the health and safety plan. In addition, the Contractor shall implement the health and safety plan, including the provision of a dedicated, full time health and safety officer, carrying out all the required site health and safety training and briefings, staff medical evaluations, monitoring and administering the health and safety plan and for supplying personal protection safety items and other health and safety equipment, safety notices and any other health and safety related items that are required on site.

Safety appointments

No separate additional payment will be made to cover the costs related to persons appointed as required in terms of the Act and Regulations to fulfil the various health and safety functions. Such persons include the Construction Manager, any assistant construction managers, the construction health and safety officer, the construction supervisor, any assistant construction supervisors, health and safety representatives, health and safety committee members and competent persons. The Contractor shall therefore make provision in the various tendered rates and prices for all costs related to such persons, and for which no separate additional payment will be made except to the extent provided.

Records and registers

The keeping of records and registers related to health and safety on site as required shall be regarded as a normal duty of the Contractor for which payment shall be deemed to be included in the Contractor's various tendered rates and prices.

Medical certificates

No separate additional payment will be made to cover the costs related to obtaining the medical certificates of fitness required for every employee, including subcontractors and their employees, issued in compliance with Construction Regulation 7(1)(g) or 7(8) as applicable.

Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

Annexure A

Structure of the Detailed OHSE Plan

A detailed OHSE Plan is to be submitted by the successful tenderer as per scope of works. The following are the minimum standard legal documentation that must form part of the OHSE Plan based on the risks attached in executing this project –

Renovations of Armscor Main Building

1. The notification to commence with construction work made to the Provincial Director of Employment and Labour using Annexure 2.
2. A valid Letter of Good Standing with Compensation Commissioner or Compensation insurer.
3. The Contractor's Health, Safety & Environmental Policy, signed by the chief executive officer, which outlines the Contractor's OHSE compliance objectives and how they will be achieved.
4. Pre-Construction risk assessment (Site specific)
5. Detailed Demolition Plan by Contractor and Structural Engineer approval (if required)
6. Relevant checklists and registers.
7. Site specific OHSE Organogram
8. Preliminary Induction Program
9. Health and Safety Plan
10. Fall Protection Plan
11. Environmental Management Plan
12. Waste Management Plan
13. Proof of competency for the following legal appointees.
 - 13.1. Construction Manager – (Detailed CV reflecting qualification, relevant experience and references from previous clients)
 - 13.2. Construction Work Supervisor – (Detailed CV reflecting qualification, relevant experience and references from previous clients)
 - 13.3. Construction H&S Officer – valid SACPCMP Certificate
 - 13.4. Risk Assessor
 - 13.5. Accident Investigator
 - 13.6. Fall Protection Planner.
 - 13.7. Electrician

Legal appointments to be appointed	
Prior Site Handover	After Site Handover on commencement with Construction work
• 16.2 Appointee • Construction Manager • Assistant Construction Manager • Construction Work Supervisor • Construction H&S Officer • Risk Assessor	• First Aiders • Emergency co-ordinator • Fire Marshalls • Fire team members • Portable Electrical tool inspector • Hand tools inspector • Housekeeping inspector • Stacking and storage inspector • Construction Vehicle and mobile plant inspector • Lifting equipment inspector • Temporary electrical installation inspector • Flammable liquids Storage Inspector • Hazardous substance storage inspector • Health and safety representatives • Accident investigator

Annexure B

Client Specific Requirements

Items	Client Specific Requirements
Site Office location	The location of the site office should be in an area that will not require visitors to pass through or enter area where construction work is active and will not require the re-location of the office as the project progresses.
Medical Certificates	In compliance with the requirements of the Construction Regulations 2014 section 7(8) the Contractor must ensure that all of his employee's onsite have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.
Appointment of a Full-time safety officer	The Principal Contractor will have to appoint a competent Construction H&S Officer for this project and the safety officer will have to be onsite at all times for the duration of this project.
Extreme weather conditions	If the weather condition poses a threat to the health & safety of employees be it extreme heat, cold, lighting or any adverse weather condition appropriate safety measures have to be taken.
Change to scope of work	Should there be changes to the original scope of work, the Principal Agent must inform appointed Construction Health and Safety Agent to effect changes to the OHSE Specification.
Safety Plan Submission	The successful Tenderer must submit a copy of the detailed OHSE Plan for approval and keep the original for onsite use during construction. The principal Contractor will not be allowed to start site establishment before his/her SHE Plan has been approved in writing.
Bylaws	The Principal Contractor must incorporate any aspects of the Local Municipal bylaws which affect the, Safety and Environmental wellbeing of the employees and the public into his/her OHSE Plan and ensure compliance to such bylaws.
Risk assessment for construction work	- To comply with CR (9) and to also address environmental issues. - To also include exposure to hazardous fumes and gases.
Occupational Hygiene and infection control	- Occupational exposure to biological agents is a present risk to this project and the contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. - Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents. - Appropriate PPE to be used when working in the sewers.
Electrical installations and machinery on construction sites	To comply with CR (24)
Use and temporary storage of flammable liquids on construction sites	To comply with CR (25)
Housekeeping and general safeguarding on construction sites	- To comply with CR (27) and the following. - Contractor to designate areas for placing refuse and rubble prior to being removed from site. - Contractor must implement a daily task site clean-up for all activities these should cover work areas, stairways, walkways etc. to free of any construction debris obstruction. - Refuse to be separated for recycling purposes. - Hazardous materials may not be included in general rubble and need to be disposed of as per applicable legislative requirements.
Stacking and storage on construction sites	To comply with CR (28)

Housekeeping	• Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time. In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.
Welfare Facilities	• The contractor shall make provision for adequate dining room facilities for his employees on site. • The contractor shall make provision for adequate change rooms for his employees on site. • The contractor shall make provision for adequate ablution facilities for his employees on site. • The provision of drinking water facilities shall be negotiated between the Contractor and Armscor. • Designated smoking areas shall be established by Armscor.
Fire precautions on construction sites	• To comply with CR (29) and the following. • No smoking may be permitted on site except in designated smoking areas.
Construction employees' facilities	• To comply with CR (30) and the following. • Gender signs to be placed at appropriate locations. • All welfare facilities to be kept in a hygienic condition at all times. • Employees to be trained in good hygiene practices.
Public Safety & Signage	• The Principal Contractor engaged in construction work must ensure that each person working on or visiting a site, and the general public in the vicinity of the construction site, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. • Appropriate signage shall be posted at conspicuous points within and around the perimeter of the working area. The steps to comply with this requirement must be outlined in the OHSE Plan. • The public or visitors may only be permitted on site if they go through an appropriate health and safety induction detailing hazards and risks, they may be exposed to and what measures are in place to control these hazards and risks. • The entire project site must be secured against unauthorized access and provided with appropriate warning signage. Where roadways or walkways must be encroached or closed due to work, adequate barriers shall be installed to safely redirect the flow of vehicles and pedestrians and protect them from construction activities.
On Site Health and Safety Training & Induction	• The Principal Contractor shall ensure that all site personnel and visitors undergo a risk-specific health & safety induction training session before starting work or being permitted to enter the site. A record of attendance shall be kept in the health & safety file. • The Principal Contractor shall ensure that, on site periodic toolbox talks take place at least once per week. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. The above should also cover all sub-contractors that are onsite. • All Contractors have to comply with this minimum requirement. Environmental issues to be included in toolbox talks where required.
General Record Keeping	• The Principal Contractor and all Sub Contractors must keep and maintain Health and Safety records to demonstrate compliance with this Specification, The OHS Act 85/1993; and with the Construction Regulations of 2014. The Principal Contractor shall ensure that all records

	of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office, which must be always present on site. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.
Health & Safety Audits, Monitoring and reporting	The Client or its duly appointed Agent/ Manager shall conduct monthly health & safety audits. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them at least once a month. Detailed audit reports must be presented and discussed at all levels of project management meetings and a copy of such audit will be provided to the Client or its duly appointed Agent within 7 working days of such audit. Copies of the Client's audit reports shall be kept in the Principal Contractors Health & Safety File.
Emergency Procedures	- The Principal Contractor shall submit a detailed Emergency Plan for approval by the Client prior to commencement on site. The plan shall detail the response procedure including the following key elements: 1. List of key competent personnel. 2. Details of emergency services. 3. Actions or steps to be taken in the event of the specific types of emergencies. 4. Information on hazardous material/situations.
First Aid Boxes and First Aid Equipment	The appointed First Aider(s) to be in possession of a valid first aid training certificate Level 2. Valid certificates are to be kept in the Site Safety File. All Sub Contractors with more than 5 employees shall supply their own first aid box, except if otherwise agreed upon between Principal and Sub-Contractor in writing.
Accident / Incident Reporting and Investigation	Injuries are to be categorised into Near miss, first aid, LTI, fatal etc. Fatal accidents to be reported in addition to applicable legislative requirements to the Client or its duly appointed Agent with immediate effect. The Principal Contractor must stipulate in its construction phase OHSE Plan how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client immediately. All Sub- Contractors have to report on the abovementioned categories of injuries to the Principal Contractor at least monthly. All categories of incidents/accidents must be in the Statistics Section of the Monthly Audit Reports, submitted to the Client or it's duly appointed Agent.
Hazards and Potential Situations	- The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities. - Should a hazardous situation require work stoppages, the work must be stopped, and corrective steps taken such as the issue of Written Safe Work Procedures and the issue of Personal Protective Equipment.
Personal Protective Equipment (PPE) and Clothing	- The Principal Contractor must ensure that all workers are issued with the required PPE at no cost to the employee as required by the risks associated with the activities they perform. The minimum PPE to be worn on site will be Safety Shoes/Boots, Overalls and reflective vests. No Visitors may enter the site without Safety Shoes/Boots. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. All employees issued with PPE to be trained in correct use, records of training and issue to be kept in the Site SHE File. Procedure to be in place to deal with: 1 Lost or stolen PPE. 2 Worn out or damaged PPE replacement. 3. Employees not utilising PPE as required - The above procedure applies to Principal Contractors and their appointed Sub- Contractors, as they are all employers in their own right.

Permits	The Principal Contractor must ensure that where permits are required that they are properly implemented and adhered to.
Speed Restrictions and Protections	Unless otherwise stipulated, the maximum speed limit on sites must be limited to 10 km/h. - Vehicle movement routes on site must be clearly indicated where applicable. - Signage to ensure the safe movement of vehicles on site, as well as to ensure the health and safety of all employees and visitors on site, must be displayed in strategic locations.
Hazardous Chemical Agent (HCA)	- To comply with Hazardous Chemical Agents Regulations as published in Government Notice No. R. 280 dated 29 March 2021. - In addition to the abovementioned, Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.
Fire Extinguishers and Fire Fighting Equipment	- The Principal Contractor and Sub-Contractors must allow for and provide adequate provision of regularly serviced temporary fire fighting equipment located at strategic points on site, specific for the classes of fire likely to occur. - The appropriate notices and signs must be allowed for and be erected as required. - Contractors may not utilize fire protection equipment belonging to the Client without prior consent.
General Machinery	To comply with Driven Machinery Regulations as published in Government Notice No. R. 1010 dated 18 July 2003
Portable Electrical Tools and Hand Tools	- The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order. - The Principal Contractor shall ensure that all portable electrical Equipment, is clearly numbered, inspected by a Competent appointed person and records of such inspections to be kept on record in an appropriate register on the site, SHE file. - The Principal Contractor shall allow for and ensure the following in relation to hand Tools: - That a "Competent Person" undertakes routine inspections and records are kept on site. - That only authorized trained persons use the tools. - That safe working procedures apply. - That PPE is provided and used.
Adequate Lighting	All Contractors must allow for and ensure that adequate lighting is provided to allow for work to be carried out safely.
Occupational Hygiene	- Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. - All Contractors must prevent inhalation, ingestion and absorption of any harmful chemical or biological agents. - Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes.
Environmental Management	- The Principal Contractor and Sub-Contractors must comply with the requirements of NEMA Act. - The Principal Contractor must develop a waste management plan, implement and maintained it onsite. - Any material which may have a harmful effect when disposed of by normal means must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal. - The Principal Contractor must allow for and ensure that adequate procedures are implemented and maintained to ensure that waste generated is placed in suitable receptacles and removed from the site promptly. - Plans to deal with spillages must be in place and maintained.

	• No waste materials (liquid or solid) may be disposed of in drains. • No burning of waste material may take place on site as such material being burned may result in pollution of the air or give off toxic vapours which could be harmful to the health of employees, or any other person present on site.
Alcohol and other Drugs	• No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor. • No person may be under the influence of alcohol or any other drugs while on the construction site. • Any person on the construction site who is on prescription drugs must inform his/her Employer accordingly and the Employer shall in turn report this to the Principal Contractor immediately. • Any person on the construction site who is suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith. • Any person on the construction site who is suspected of being under the influence of alcohol or other drugs must be removed from site immediately and be instructed to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

CLIENT/LOCATION SPECIFIC CONSIDERATIONS	
External Site Establishment	Site Establishment Location will be within the boundaries of Armscor at the designated area as identified by Armscor representative
Night Work	No night work will be carried out unless written permission is granted.
Material Delivery	Material laydown site and delivery route shall be negotiated with Armscor
Specific Gate	Due to the Nature of works undertaken within the Armscor building, a designated entrance gate shall be utilized
7 Floors 2 basement floors = 9 Floors	The high rise of the building must be considered with regards to material movement.
Roll Carpet & tile Installation	A documented methodology on the process and procedures adopted by the contractor must be submitted to Armscor in writing-Ideally Armscor would prefer a phased and structured approach to the execution of works to accommodate employees with specific work areas
Material storage	To be negotiated with Armscor depending on the quantity-Correct stacking and storage must be adopted at the contractors site office.
Restricted Access	Loitering of contractors is strictly prohibited.
Nature of works	Based on the sensitivity of works undertaken within the building and inventory of contractor employees (Strictly South African Nationals) must be provided to the Armscor representative
Designated loading and offloading	Loading and offloading must be a planned activity considering ergonomics and assurance to prevent obstruction of the road/driveway/access & Egress Points
Pedestrians' walkway	Office passages are narrow hence must be always kept clear. Designated pathway to be confirmed by Armscor.
Facilities- must be provided by the contractor	Welfare facilities are to be provided by the principal contractor; availability of water must be negotiated with Armscor
Fumes/chemicals	Inventory list to be provided on quantities kept on site and consideration to storage must comply with legislation
Electrocution	Consideration must be given to underfloor electrical systems when working to prevent risk of electrocution and shutdowns.
Furniture dismantling and storage within building to be determined	- The removal of office furniture is to be strategic, and storage of furniture must be negotiated with Armscor to ensure safety. - Possible storage facility may be requested
Lifts Elevator	Use to be negotiated by Armscor and the principal contractor
Escape Route and Fire drills	Emergency preparedness is the duty of the principal contractor although the contractor must be aware of Armscor protocols and Plans
Controlled movement under the monitoring and supervision of Armscor	The contractor is to always consult with Armscor

Annexure C

CONTRACTOR'S SAFETY, HEALTH AND ENVIRONMENTAL DECLARATION FOR TENDERS

INTRODUCTION

In terms of *Construction Regulation 5(1)(k)* of the *Construction Regulations of February 2014* a Contractor may only be appointed to perform construction work if the Client is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the *Occupational Health and Safety Act, Act 85 of 1993* and the *Construction Regulations of February 2014*. In line with this requirement the Contractor is required to read through this document carefully, sign it and submit it with his/her Tender.

DECLARATION

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification attached in the tender document.
2. I hereby declare that my company and its employees have the necessary competency and resources to safely carry out the construction work under this contract in compliance with the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
3. I hereby confirm that adequate provisions has been made in my tender to cover the cost of all Safety, Health and Environmental duties and responsibilities imposed on me by the Occupational Health and Safety Act, Act 85 of 1993, the Construction Regulations of February 2014 and the Construction Safety, Health and Environmental Specification.
4. I confirm that I may not commence with any part of construction work under the contract until my Construction Safety, Health and Environmental Plan has been approved in writing by the Client.
5. I hereby confirm that copies of the following documentation will be kept on site for viewing and inspection purposes for the duration of the construction work:
 - a) Client's Construction Safety, Health and Environmental Specification
 - b) Approved Construction Safety, Health and Environmental Plan
 - c) Occupational Health and Safety Act, Act 85 of 1993, and
 - d) Construction Regulations of February 2014.
6. I agree that my failure to complete and execute this declaration to the satisfaction of the Client will mean that I am unable to comply with the requirements of the Occupational Health and Safety Act, act 85 of 1993 and Construction Regulations 2014, and accept that my tender will be rejected.

Signature.....
(Person duly authorised to sign on behalf of Tenders)

Date:.....

Annexure D

ANNEXURE 2

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Regulation 4 of the Construction Regulations, 2014)

NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

.....

- (b) Name and telephone number of principal contractor's contact person:

.....

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

.....

- (b) Name and telephone number of client's contact person or agent:

.....

4. (a) Name and postal address of designer(s) for the project:

.....

- (b) Name and telephone number of designer's(s') contact person(s):

.....

5. Name and telephone number of principal contractor's construction manager on site appointed in terms of regulation 8(1):

6. Name(s) of principal contractor's assistant construction manager(s) on site appointed in terms of regulation 8(2):

.....

ANNEXURE 2 - Continued

7. Exact physical address of the construction site or site office:

.....

8. Nature of the construction work:

.....

.....

9. Expected commencement date:

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total: Male: Female:

12. Planned number of contractors on the construction site accountable to principal contractor:

.....

13. Name(s) of contractors already selected:

.....

.....

.....

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

Annexure D

Imported Content Declaration - Supporting Schedule to Annexure C

(D1) Bid No. _____
 (D2) Bid description: _____
 (D3) Designated Products: _____
 (D4) Bid Authority: _____
 (D5) Bidder Entity name: _____
 (D6) Offered Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EUR R 9,00

GBP R 12,00

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Bid item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Offered Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Offered Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										R 0	
This total must correspond with Annexure C - C 21											

B. Imported directly by the Bidder

Calculation of imported content										Summary	
Bid item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Offered Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Offered Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by Bidder										R 0	

C. Imported by a 3rd party and supplied to the Bidder

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Offered Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										R 0	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Offered Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by Bidder and/or 3rd party						

Signature of Bidder from Annexure B _____

Date: _____

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annexure C - C 23

Annexure E

Local Content Declaration - Supporting Schedule to Annexure C

(E1)	Bid No.	
(E2)	Bid description:	
(E3)	Designated products:	
(E4)	Bid Authority:	
(E5)	Bidder Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E9) Total local products (Goods, Services and Works)	R 0
---	-----

(E10)	Manpower costs	(Bidder's manpower cost)	R 0
-------	-----------------------	--------------------------	-----

(E11)	Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
-------	---	-----

(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)	R 0
-------	--------------------------------------	--	-----

(E13) Total local content	R 0
---------------------------	-----

This total must correspond with Annexure C -
C24

Signature of Bidder from Annexure B

Date: _____

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

QUESTIONNAIRE

REPLIES

1 What is the request for bid number?

2 If applicable: Price basis of bid
(if not delivered into store)

3 Indicate which of the following applies:

3.1 The prices are fixed.

☐

3.2 The prices are not fixed (NB:

☐

4 The delivery period shall be fixed

.....

.....

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED, THE QUESTIONS BELOW MUST BE ANSWERED.

5 Foreign content:

5.1 What amount in foreign currency must be remitted overseas?

5.2 What is the rate of exchange used in converting the amount into ZAR1, 00=.....

SA Rand and the date on which this is based? Date

6 Statutory costs:

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

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

a) Customs duty?

b) Ad valorem customs duty?

PRICE BREAKDOWN

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

		AMOUNT	% OF TOTAL PRICE
7.1	FOB/FCA cost of item		
7.2	Sea/Air freight		
7.3	Insurance charges		
7.4	Clearance charges		
7.5	Customs duties		
7.6	Ad valorem customs duties		
7.7	Delivery costs from port/airport to your premises		
7.8	Local content (excluding 10.10)		
7.9	Delivery costs from your premises into store		
7.10	Balance (detail to be submitted)		
TOTAL			

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

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

1. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000

- 1.1** The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022.
- 1.2** The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)
- 1.3** Preference points for this bid shall be awarded for:
- | | |
|---|------------|
| Price | 80 |
| Specific Goals | 20 |
| Total points for Price and Specific Goals must not exceed | 100 |
- 1.4** Bidders who do not submit a valid proof of B-BBEE status will score zero (0) for preference points (B-BBEE Status Level Specific Goals).

2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS**2.1** B-BBEE Status Level

- 2.1.1** 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

- 2.1.2** 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).

2.2 Specific Goals for Local Content & Production

- 2.2.1 The preference points that may be awarded in terms of the specific goals with regards to procurement processes where local content & production is applicable shall be as follows:

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS*
Designated Sectors		
1	Full compliance to the applicable minimum threshold for local content	10 points
2	Non-compliance to the applicable minimum threshold for local content	0 points
RDP Programme: Promotion of South African Owned Enterprises		
1	Entities which are BBBEE Level 1 with 51% black equity ownership	10 points
2	Entities which are BBBEE Level 2 with 51% black equity ownership	9 points
Maximum Points Available Per PPS*		20 points

*PPS stands for Preferential Point System

2.2.1 List Of Designated Sectors & Sub-Sectors

The complete list of sectors and sub-sectors which are designated for local production with a minimum local content threshold can be found on the website of the Department of Trade, Industry & Competition via the link below

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

2.2.2 Specific Goals For Locality

The preference points that may be awarded in terms of the specific goals with regards to Procurement from Entities Located in Specific Province, Region or Municipality are as follows:

No	Specific Goals for Procurement from Entities Located in Specific Province, Region or Municipality	Points for 80/20 PPS
RDP Programme: Locality		
1	Entities located within the specific locality	10 points
2	Entities located outside the specific locality	0 points
RDP Programme: Promotion of South African Owned Enterprises		
1	Entities which are BBBEE Level 1 with 51% black equity ownership	10 points
2	Entities which are BBBEE Level 2 with 51% black equity ownership	9 points
Maximum Points Available Per PPS*		20 points

3. PRINCIPLES

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

3.1.1 A B-BBEE Sworn Affidavit fully completed and

3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths

3.1.1.2 Does not contradict itself (% black ownership matches compliance level)

3.1.1.3 Commissioner of Oaths credentials and signature are reflected.

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

3.1.3 An 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.

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

3.2 Sub-Contracting

3.2.1 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

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

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

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 State institution

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.

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

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

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

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	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

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

Last updated 2023-05-12

Bid No: EFAC/2023/08

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, 202, 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:

.....

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

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

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

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

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

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

1.2 How is IP manifested?

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

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

NOTE:

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

1.3 What is Background IP?

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

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

1.4 What is Historic IP?

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

1.5 What is Foreground IP?

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

“Foreground IP” is new intellectual property that is created during the execution of the order.

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

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

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

Historic and Foreground IP may be either

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

2. IP RECORDAL REQUIREMENTS

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

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

2.1 Background IP Utilised

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

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

2.2 Historic IP Utilised

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

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

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: