

# INVITATION TO BID

## BID DESCRIPTION: TO CONDUCT WATERPROOFING OF ROOFTOPS WP 1&2

### **COMPULSORY BIDDER'S BRIEFING**

IMT BUILDING will hold a compulsory bidders briefing session:

VENUE	ADDRESS	DATE	TIME
IMT Building	IMT Building Martello Road, Simon's Town	14 December 2023	12h00 noon

## TABLE OF CONTENTS

KD17:	11 Pages
KD18:	2 Pages
KD21:	1 Page
KD22:	2 Pages
KD24:	4 Pages
KD25:	1 Page
KD26:	2 Pages
KD27	5 Pages
Annexure 1 to KD 24	2 Pages
Annexure 2 to KD24	2 Pages
Annexure 1 to KD 25	2 Pages
<b>Annexure A</b>	<b>13 Pages</b>
<b>Annexure B</b>	<b>2 Pages</b>
<b>Annexure C</b>	<b>3 Pages</b>
<b>Value System</b>	<b>1 Page</b>

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

**Kindly register on the National Treasury's Central Supplier Database (CSD)  
via [www.csd.gov.za](http://www.csd.gov.za)**

## RETURNABLE DOCUMENTS CHECKLIST

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

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

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

Company registration: 1968/008611/06 Vat registration: 4780115236

**REQUEST FOR BID: R&D/IMT-2023/031**

## 1. INSTRUCTIONS ON SUBMISSION OF BIDS

1.1 Bid Closing at **11:00 am on 30 January 2024 (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

## R&D Procurement Secretariat Armscor SOC Ltd

**Postal address:**

Armscor SOC Ltd  
Private Bag X337  
Pretoria, 0001

Delivery address:

Armscor Head Office  
Armscor: R&D Bid Box; Visitors' Entrance (Block 8)  
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:  
**R&D Procurement Secretariat.**

E-mail Address: abtenders@armscor.co.za  
Facsimile address: (International) +27 12 428 3109

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**

Bids proposals to remain valid for acceptance for a period of 120 days counted from the closing date.

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

## **BID AWARD RESULTS:**

**Result on bid awarding information is not sent to unsuccessful bidders. Particulars of successful bidders are also NOT published on the Armscor: R&D Bulletin.**

**BIDDING STRUCTURE**

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

Only fill the relevant category:

<b>If individual bidder, indicate the following:</b>	
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	
<b>NB: Submit with the bids the following documents:</b>	
Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.	
In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.	
Latest copies of all share certificates, in case of a company or any other form of a legal entity.	
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.	

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

Name of Joint Venture / Consortium	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

**NB: Submit with the bids the following documents:**

Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.

Latest copies of all share certificates, in case of a company or any other form of a legal entity.

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

**If using subcontractors, indicate the following:**

Name of Prime-Contractor	
Percentage Value to be subcontracted	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	
<b>Subcontractor Details:</b>	
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 bids the following documents for both Prime and Sub-Contractors:**

Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.

Latest copies of all share certificates, in case of a company or any other form of a legal entity.

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

**Other:**

Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

**NB: Submit with the bids the following documents:**

Copies of the bidder's CIPC company registration documents listing all members with percentages, in case of a CC.

In case of individual supply ID document for local and if foreigner supply passport number or identification as applicable in that country.

Latest copies of all share certificates, in case of a company or any other form of a legal entity.

Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding entity.

**Declaration:**

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

.....  
Name.....  
ID number

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

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

I/We agree -

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

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

.....

.....  
(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered: Name of bidder: .....

**AUTHORISED SIGNATURE**

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

Name in block letters: .....

Capacity: .....

## SUPPLIER REGISTRATION

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

For more information on security registration contact:-

**The Security Registration**

**Private Bag X337**

**PRETORIA**

**0001**

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

## ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

**5. Advance payments:**

Bidders shall furnish the price without advance payment.

**6. Performance Guarantee:**

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

**7. Commissions:**

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

**8. Compliance with Arms Control and Non-Proliferation requirements**

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

- 8.1 All relevant South African legislation, including, but not restricted to, the following:
  - a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
  - b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.
- 8.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.
- 8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.
- 8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract.

## 9. Submission of a NCACC Permit

9.1 In terms of the National Conventional Arms Control Act (Act No 41 of 2002, Chapter II, section 13), no person may trade in conventional arms, unless that person is:

- Registered with the National Conventional Arms Control Committee (NCACC)
- Is in possession of a permit authorised by the NCACC and issued by the Directorate Conventional Arms Control (DCAC).

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

## 10. Tax Compliance

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

## 11. Defence Industrial Participation and National Industrial Participation

11.1 The DIP value threshold of foreign content is based on:

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

11.2 Where a contract to the value of the equivalent of USD 10 000 000 or more, is placed on a foreign company, a minimum of 30 % National Industrial Participation (NIP) shall be part of the foreign company's contractual obligations, in addition to the 50 % DIP. This condition is also applicable to all contracts placed on a local company, subcontracting a single foreign company to the aforesaid value or more.

## 12. Mandatory local production and content for designated sectors

12.1 When applicable, bids not meeting the mandatory local production and content for designated sectors will not be considered for further evaluation.

12.2 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

12.3 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

### 13. Awarding of Bids

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

The applicable points are:

<b>Price: (Pp)</b>	<b>80 Points</b>
<b>Broad-Based Black Economic Empowerment:</b>	<b>20 Points</b>
<b>Total:</b>	<b>100 Points</b>

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

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

**80/20**

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

Where:

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

- 11 and last -

**BID NUMBER : R&D/IMT-2023/031**  
**CLOSING AT 11:00 ON : 30 January 2024**

**VALIDITY**  
**PERIOD: 120 DAYS**

**NAME OF BIDDER : .....**

<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT PRICE IN S.A. CURRENCY</b>	<b>SUBTOTAL</b>
1.	To conduct waterproofing of rooftops WP 1 & 2 in accordance with Annexure A and Bill of Quantities in Annexure C attached.	1		
<b>TOTAL (EXCLUDING VAT)</b>				
<b>15% VAT</b>				
<b>TOTAL (INCLUDING VAT)</b>				

The following attachments has a direct bearing on the item listed above to conduct waterproofing of rooftops WP 1 & 2 at the Institute for Maritime Technology (IMT) in accordance with Annexures A and C attached:

Annexure A: Scope of Work.

Annexure B: Critical Criteria.

Annexure C: Bill of Quantity.

**NOTES:**

1. The Bidder/offeror shall be required to attend a compulsory bidders briefing 7 days after publishing of the Bid/RFB at 12H00 noon IMT Building, Martello Road, Simon's Town.

All potential bidders are required to arrive 30 minutes before the starting time to avoid any delays. Late arrivals will not be allowed access to the premises once the meeting has started at 12H00 noon.

2. Delivery address: Services rendered at IMT building, Martello Road, Simon's Town.
3. \*Period required for commencement of delivery, after receipt of order: \_\_ Days/ Weeks/ Months after awarding of contract.
4. \*Rate of delivery: **As contracted.**
5. \*Period required for completion of order, after receipt thereof: **Three (3) months after order placement**
6. **The prices are fixed for the duration of the contract.**
7. See Annexure A: Scope of Work
8. See Annexure B: Critical Criteria
9. Annexure C: Bill of Quantity
10. The bidder must complete and sign the BID CONDITIONS ACCEPTANCE FORM on the KD17 page of the RFB document to confirm Compliance including all Annexures and submit it with the completed Bid/RFB document.
11. Critical criteria requirements, in the event that the bidder does not meet ONE or ALL-critical criteria requirements shall invalidate this offer/proposal.
12. The undermentioned elements are contained in the attached RFB R&D/IMT-2023/031.
  - 12.1 **Annexure A: Scope of Work**
  - 12.2 **Annexure B: Critical Criteria**
  - 12.3 **Annexure C: Bill of Quantity**

**Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a Grading of 2SN or better class of construction work, are eligible to have their tenders evaluated.**

\* Must be completed by bidder if not completed by Armscor

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

**QUESTIONNAIRE**

**REPLIES**

1. What is the request for bids number? .....
2. Price basis of bids (if deviating from **Delivered into store**): .....
3. Indicate which of the following applies:
  - 3.1 The prices are fixed.
  - 3.2 The prices are not fixed
4. The delivery period shall be fixed .....
5. Are you the accredited agent in the RSA for the manufacturer of the supplies quoted by you? .....

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

6. Is a special import permit required? .....
7. If not, state your import permit number .....
8. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22) .....
8. Foreign content:
  - 8.1 What amount in foreign currency must be remitted overseas? .....
  - 8.2 What is the rate of exchange used in converting the amount into SA Rand and the date on which this is based? ZAR1, 00 = .....  
DATE: .....
9. Statutory costs:
  - 9.1 Are the goods quoted on subject to customs duty, ad valorem customs or surcharge? .....

-2 and last-

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

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

## PRICE BREAKDOWN

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

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

DATE

**BIDDER'S SIGNATURE**

-i and last-

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

#### **PREVIOUS PURCHASES**

## LAST TWO BIDS

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

<b>BIDDER:</b>	
<b>SURNAME AND INITIALS:</b>	
<b>DATE:</b>	
<b>SIGNATURE:</b>	

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

**SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS**

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

1.1 COUNTRY OF ORIGIN:

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

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

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

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

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

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

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

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

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

-2 and last-

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

If yes:-

Item No. (s).

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

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

If Yes:-

Item No. (s).

Requirements

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

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

NAME

DATE

BIDDER'S SIGNATURE

## BROAD-BASED BLACK ECONOMIC EMPOWERMENT CLAIMS

## ACRONYMS AND ABBREVIATIONS

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

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

1.1 Bidders, excluding exempted entities, must comply with a minimum black equity ownership target of 35%, in line with the Defence Sector Code, where applicable.

1.2 Mandatory requirements in terms of the Defence Sector Code are applicable to all Department of Defence / Armscor requirements and all entities as envisaged in the Defence Sector Code.

## 2. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

2.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022; Armscor Preference Point System of the Preferential Procurement Regulations, 2022.

2.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

2.3 Preference points for this bid shall be awarded for:

PRICE **80**

B-BBEE STATUS **20**

Total points for Price and B-BBEE must not exceed **100**

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

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

#### 3.1 B-BBEE Status Level

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

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

3.1.2 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).

#### 3.2 Specific Goals for Local Content & Production

3.2.1 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*
<b>Designated Sectors</b>		
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
<b>RDP Programme: Promotion of South African Owned Enterprises</b>		
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
<b>Maximum Points Available Per PPS*</b>		20 points

\*PPS stands for Preferential Point System.

## 3.2.1 List Of Designated Sectors &amp; 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/>

## 3.2.2 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

## 4. PRINCIPLES

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

## 4.1.1 A B-BBEE Sworn Affidavit fully completed and

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

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

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

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

-4 and last-

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

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

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

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

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

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

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

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

**AUTHORISED SIGNATURE** : ..... Date: .....

Name in block letters : .....

Capacity : .....

-1 and last-

### TAX COMPLIANCE REQUIREMENTS

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

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

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

## BIDDER'S DISCLOSURE

### 1 PURPOSE OF THE FORM

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

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

### 2 BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> 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:

.....  
.....

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

**-2 and last-****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 consortium<sup>2</sup> 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.
- 3.5 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.
- 3.6 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.
- 3.7 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

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

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

**INTELLECTUAL PROPERTY REQUIREMENTS**

**1. INTRODUCTION**

**1.1. What is Intellectual Property?**

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

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

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

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

**1.2. How is IP manifested?**

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

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

**NOTE:**

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

**1.3. What is Background IP?**

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

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

#### 1.4 What is Historic IP?

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

#### 1.5 What is Foreground IP?

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

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

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

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

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

Historic and Foreground IP may be either

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

### 2. IP RECORDAL REQUIREMENTS

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

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

#### 2.1 Background IP Utilised

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

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

#### 2.2 Historic IP Utilised

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

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

## 2.3 Foreground IP to be generated

For each new Foreground IP item that will be generated in the execution of the quoted scope of work, provide the following details:

- IP number of Historic IP, if IP is enhanced (modified/improved/upgraded).
- Short IP description
- Master record index (MRI) reference with version and date
- Original Supplier
- Cost of Establishment
- Percentage Ownership (DOD)
- Associated Milestone / Line item on the order under which the IP will be established.

**Note 1:** The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to 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](http://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 and last-****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:** \_\_\_\_\_

ANNEXURE 1 TO KD24

**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"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians.—</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation—</p> <ul style="list-style-type: none"> <li>i. before 27 April 1994; or</li> <li>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</li> </ul>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

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

100% Black Owned	<b>Level One</b> (135% B-BBEE procurement recognition)	
At Least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% Black Owned	<b>Level Four</b> (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 Signature and Stamp	Deponent 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.

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

3. I hereby declare under Oath that:

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

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

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
Signature and Stamp	
Date	Date

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

ANNEXURE 1 TO KD25

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR

BID NUMBER:	R&D/IMT-2023/031	CLOSING DATE:	30 JANUARY 2024	CLOSING TIME:	11:00
-------------	------------------	---------------	-----------------	---------------	-------

DESCRIPTION TO CONDUCT WATERPROOFING OF ROOFTOPS WP 1 & 2

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		CONTACT PERSON		
TELEPHONE NUMBER	012 428 2199	TELEPHONE NUMBER		012 428 3112
FACSIMILE NUMBER	n/a	FACSIMILE NUMBER		n/a
E-MAIL ADDRESS	abtenders@armscor.co.za	E-MAIL ADDRESS		abtenders@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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----------------------------------------------------------------------------------------------	------------------------------	-----------------------------	--------------------------------------------------------------------------	------------------------------	-----------------------------

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.		

ANNEXURE 1 TO KD25

**1. BID SUBMISSION:**

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

**2. TAX COMPLIANCE REQUIREMENTS**

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

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:  
(Proof of authority must be submitted e.g. company resolution) .....

DATE: .....



**RFB NR: R&D/IMT-2023/031 ANNEXURE A SCOPE OF WORK**

**TO CONDUCT WATERPROOFING OF ROOFTOPS WP 1 & 2 AT THE INSTITUTE FOR  
MARITIME TECHNOLOGY A DIVISION OF ARMSCOR SOC LTD**

---

**SUMMARY:** THIS DOCUMENT CONTAINS THE SCOPE OF WORK TO CONDUCT WATERPROOFING OF ROOFTOPS WP 1 & 2 AT THE INSTITUTE FOR MARITIME TECHNOLOGY A DIVISION OF ARMSCOR SOC LTD IN SIMON'S TOWN.

---

## **1. PURPOSE**

- 1.1 The Institute for Maritime Technology (IMT), a Division of Armscor SOC Ltd, has a requirement to conduct waterproofing of rooftops (WP 1 & 2) as per section 12 of the Scope of Work, Figure 1 below. (Note that WP 1 refers to top roof and WP 2 refers to mid-roof).
- 1.2 The scope includes waterproofing of the rooftops (WP 1 & 2) at the IMT facility while the building is under full occupancy. The methodology of execution, enabling work and supporting structure and its engagement shall be such that the safety of the building as well as its inhabitants remains safe and secure at all times. There shall be no interruption of access for any employees or existing service providers.

## **2. APPLICABLE DOCUMENTS**

Annexure A: Scope of Work to conduct Waterproofing Repairs.  
Annexure B: Critical Criteria.  
Annexure C: Bill of Quantities (BOQ).

### **2.1 General Standard Specifications**

The latest edition, including all amendments up to date of tender of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

Armscor's General Conditions of Contract A-STD-0020 issue 005 dated 22 June 2022,  
Oath of Non-Disclosure and an Occupational Health & safety (OHS) 37.2 Agreements  
Contractor appointment 5.1 (k) Agreement.

- 2.2 All reference in this document to the South African National Standards (SANS) specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations and Standards Act (Act 103 of 1973) (NBRs), and Regulations as amended, shall be deemed references to the latest issues of such specifications and codes:

Applicable SANS Standards, including but not limited to:

Occupational Health and Safety (OHS) Act No. 85 of 1993;	
SANS 10021	The waterproofing of buildings (including damp-proofing and vapour barrier installation)
SANS 1200	- Standardised specification for civil engineering construction
SANS 10400	- The application of the National Building Regulations
SANS 1200 GA: 1982 (2002-07-30)	- Concrete (Small works)

SANS 1200 GB: 1984 (2002-07-30)	- Concrete (Ordinary buildings)
SANS 1200 GE: 1984 (2002-07-30)	- Precast Concrete (Structural)
SANS 1200 GF: 1984 (2002-07-30)	- Pre-stressed concrete
SANS 10100-1:2000	- Structural use of concrete
SANS 110:2011	- Sealing compounds for the building industry, two Polysulphide base
SANS 1077:2009 (2009-08-14)	- Sealing compound for the building and construction two-component, polyurethane-base
SANS 1305:2009	- Sealing compounds for the building industry, one component silicone-rubber-base

### **3. SAFETY, HEALTH & ENVIRONMENTAL (SHE) REGULATIONS**

- 3.1 The bidder shall be required to complete an Oath of Non-Disclosure and an Occupational Health & safety (OHS) 37.2 Agreement must be signed before commencement of work on-site. The bidder shall provide and maintain a SHE File and a Risk plan for the duration of the contract.
- 3.2 Any staff arriving on site must always have Personal Protective Equipment (PPE) on them, e.g. safety glasses, ear protection, breathing mask, hardhat, gloves, high-visibility vest, safety boots and harness to be used as and when needed.
- 3.3 The bidder shall ensure that all plant and equipment brought to site has been inspected and serviced in accordance with legal requirement and manufacturer or suppliers' instructions.
- 3.4 Make arrangements to ensure that all employees designated to work on or visit the site present them for site inspection prior to commencement of work.
- 3.5 The bidder must provide all details of any hazardous substances to be brought onsite bearing in mind that IMT is located close to a penguin colony and under no circumstances shall they be harmed or interfered with.
- 3.6 The bidder is responsible for the issuing of all uniforms and safety clothes to his or her employees. It is the responsibility of the contractor to ensure that his employees and sub-contractors use the appropriate safety clothes. Any staff arriving on site must always have Personal Protective Equipment (PPE) on them e.g. safety glasses, ear protection, breathing mask, hardhat, gloves, high-visibility vest, safety boots and harness shall be used as and when required.

---

#### **4. ADDITIONAL REQUIREMENTS**

- 4.1 The Bidder must demonstrate relevant experience in conducting waterproofing within the corporate and/or public sector.
- 4.2 The bidders proposed team must demonstrate a track record and proven experience in waterproofing projects. The bidder must submit, as proof of its proposal the following:
  - The structure/organigram and composition of the proposed team clearly outlining the main discipline/specialities of this project and the key personnel responsible for each speciality.

NB: Previous or some of the work done must be in the Cape Town Metropolitan Area to be accessible for site visits to verify quality of bidder's workmanship. The Bidder shall provide proof (a letter from their client on the client's letterhead) that they have completed similar work in the corporate and/or public sector as part of their proposal/offering and submit it with the completed tender document. If the quality of workmanship is not satisfactory, IMT reserves the right not to appoint the bidder with the highest number of preferential procurement points.

- 4.3 All Contractors/workers are accountable for the following:

- Use the correct tools and equipment for the job and use safety equipment and protective clothing supplied; e.g. helmets, goggles, ear protection, safety belts etc. as required /instructed.
- Maintain and keep all tools in good and serviceable condition.
- Report to the Site Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
- Develop a concern for safety for themselves and for others.
- Not to operate any item of plant unless they have been specifically trained and are authorized to do so.

#### **5. QUALITY CONTROL**

- 5.1 The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Scope of Work rests solely with the Contractor, and the Contractor shall, at his/her own expense, institute a quality-control system and provide experienced personnel, foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times. All work undertaken shall be to the satisfaction of the consulting engineer and the client.
- 5.2 The cost of independent consulting engineer, supervision and process control, including testing carried out by the Contractor, will be deemed included in the rates tendered for the related items of work.
- 5.3 The Contractor's attention is drawn to the provisions of the various Specifications regarding the implementation of a quality assurance system and the minimum frequency

of checking required. The Contractor shall, at his/her own discretion, increase this frequency where necessary to ensure adequate control.

- 5.4 All waterproofing shall have at least a minimum 5 years or as recommended by original equipment manufacturer (OEM) warranty/guarantee for all materials and workmanship conducted.
- 5.5 The Bidder shall provide the datasheets/technical specification of the proposed waterproofing membrane used as part of their proposal/offering and submit it with the completed tender document.

## **6. BIDDERS' BRIEFING**

A Compulsory Bidders' Briefing / Site Visit will be scheduled. Bidders shall be required to attend a compulsory bidders briefing where the Prospective Bidders will be exposed to a site visit of IMT, failure to do so shall result in automatic disqualification.

## **7. ADDITIONAL WORK (ITEM 9 IN ANNEXURE C)**

Before the commencement of any undefined task for the project, the contractor shall submit a Work Authorisation Request, which shall be duly signed by the Contractor, the IMT Project Leader. In addition, all Works Authorisation Requests shall be approved by IMT Project Leader and Facility Manager or their duly authorised representative. Work Authorisation Requests shall at least detail the following:

- Order item number and description
- Task number
- Task description
- Task deliverables
- Number of labour hours per skill category
- Quotations for Material & Subcontractors costs
- Task completion date
- Task acceptance criteria

## **8. PRICING**

Prospective bidders shall price and complete in full the Bill of Quantities as attached in Annexure C of this bidding document and submit it as part of their proposal/offering and submit it with the completed tender document.

## **9. DISCLAIMER**

- 9.1 This document includes statements, which reflect various assumptions, which may or may need correction. Therefore, each bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources in their own interest.
- 9.2 Neither IMT nor its appointed engineers and employees will have any liability what so ever to any bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this document, any matter deemed to form part of this document, provisions of services and

any other information supplied by or on behalf of IMT or its members or otherwise arising in any way from the selection process for the work.

9.3 Though adequate care has been taken while issuing the bid document, the bidder should satisfy itself that the documents are complete in all respect. Intimation of any discrepancy noticed shall be given to this office immediately.

## 10. **MOBILIZATION**

The Contractor shall mobilize their Equipment, Tools, Work labour force, Project team including and all materials required for execution of work within fourteen (14) days of receipt of order.

## 11. **PROJECT PLAN**

11.1 The successful bidder will be required to provide a concise and clear project plan, which is to include key timelines involved in the completion of waterproofing repairs.

11.2 This project is to be completed within a period not longer than three (3) months from the commencement date. The plan must but not limited to indicate the key activities, timelines and milestones/deliverables etc.

## 12. **SCOPE OF WORK**

### 12.1 Waterproofing Methodology for WP 1 & 2

**NOTE: All measurements will be confirmed by the bidder during compulsory site visit.**

**NOTE: For all work to be carried out, correct PPE and tools/equipment shall be used at all times.**

**NOTE: No personnel, equipment and/or tools shall be provided by IMT.**

**NOTE: All work to be completed within 3 months after order placement.**

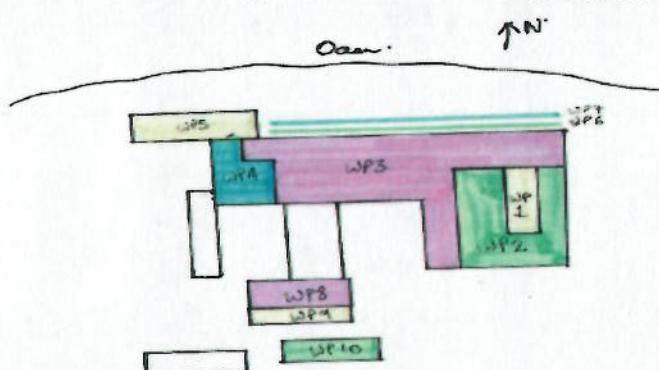


Figure1: IMT roof tops (slabs to be waterproofed)

#### A. Inspect area to be waterproofed to identify the following:

- Identify existing full bores and high pressure clean to ensure removal of silt, dirt and foreign objects. This will ensure free flow of runoff through to the full-bores.

- Establish whether there is adequate fall (Min 1:80) on the roof slab to mitigate against ponding. If inadequate, the engineer should be consulted to facilitate the remediation of the screed to fall.
- Identify pin holes and other breach areas within the existing waterproofing

B. Remove existing torch-on waterproofing and grind down to concrete surface.

C. Remove existing mastic average 25mm thick.

D. Strip and remove existing screed average 100mm thick

E. Prime slab with bitumen primer before new screed to ensure that slab is weatherproof after stripping existing system.

F. Seal perimeter of slab with 200mm wide 4mm heat fused membrane gusset strip.

G. Supply and apply SIKACEM 810 bonding slurry.

H. Supply and apply 1:4 modified sikacem 1 screed average 125mm thick to falls and allow for curing. After applying the screed, the contractor together with IMT's project team in consultation with Independent Structural Engineer, will determine whether the area is suitable to proceed.

I. Apply to entire roof surface, a coat of Bitu-primer and allow curing.

J. Apply one-layer waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and cross falls by 'torch-fusion' finished with two coats bituminous aluminium paint.

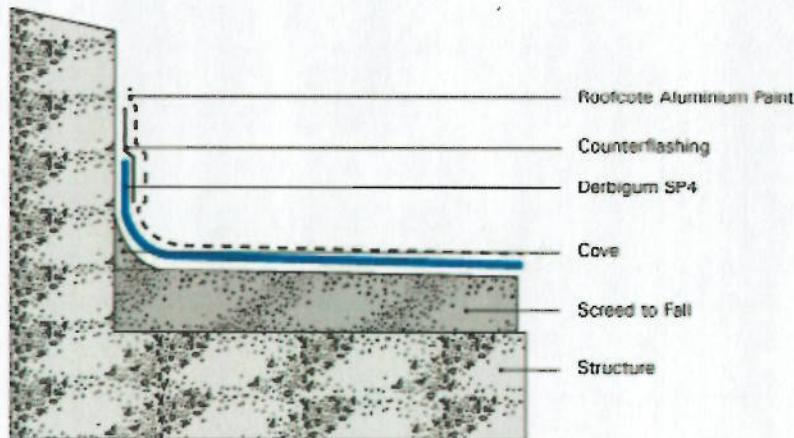


Figure 2: Cross-section of waterproofing detail

K. 2 x coats or as recommended by manufacturer of reflective bituminous aluminium paint should be applied over the waterproofing membrane in line with the application and manufacturers guidelines.

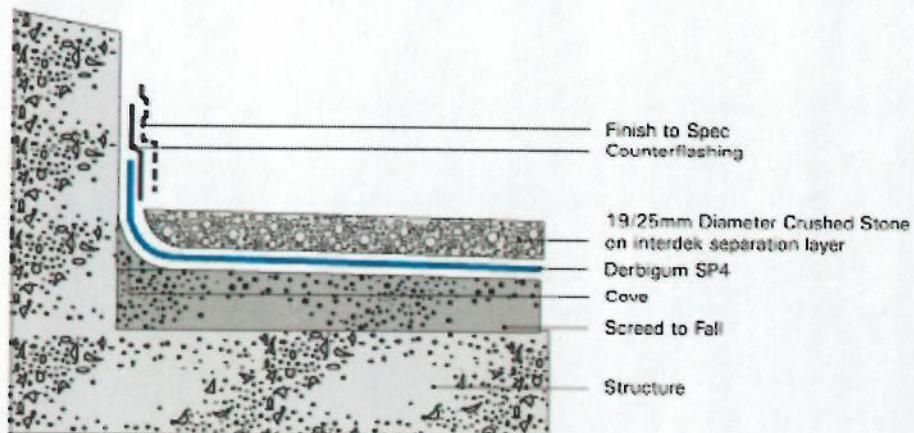


Figure 3: Cross-section of waterproofing detail with 19/25mm stone

L. Refurbish full-bore outlets and allowed for waterproofing into. The waterproofing is to be fully dressed into the drainage outlets to ensure a watertight seal as shown below. Ensure that the level of the flange is kept below the screed level to prevent ponding around the outlet.

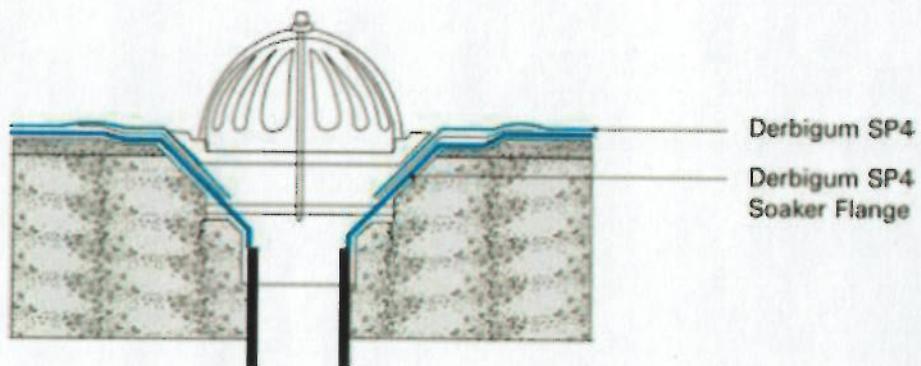


Figure 4: Cross-section of full bore – waterproofing detail

M. All angles, internal and external, should be rounded. Provide a min. of 35 mm radius rounded cove at all internal angles. Horizontal and vertical surfaces are usually of different materials and are subject to different heat transference rates and thus differential movement. The waterproofing membrane is subject to unnecessary stresses and practical installation problems if it is sealed into or over a 90° angle. Sharp edges and angles are to be avoided. The cove will greatly reduce these stresses and provide a neat finish.

N. The basic principles to be followed:

- A sand/cement cove with a 35mm radius is to be formed at all internal angles. The surface to receive the waterproofing is to be fully primed with a bitumen primer.

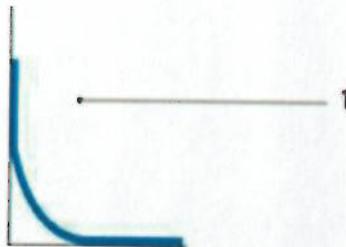


Figure 5: Min height of 100mm

- Waterproofing is sealed by 'torch-on' fusion over the cove and to the vertical surface to a minimum height of 100mm. (Figure 19 below)

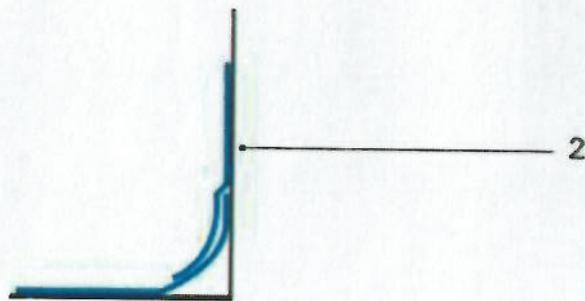


Figure 6: Detail for turn-ups greater than 200mm

- O. It is good waterproofing practice that all exposed terminations on vertical surfaces are either flashed or counter flashed. A variety of flashing methods and systems are available. The nature of vertical surface and aesthetic requirements will determine the flashing type.
- P. Prepare existing parapet walls including walls on rooftop. Brick parapets must be rendered and protected with one layer of waterproofing as shown below:

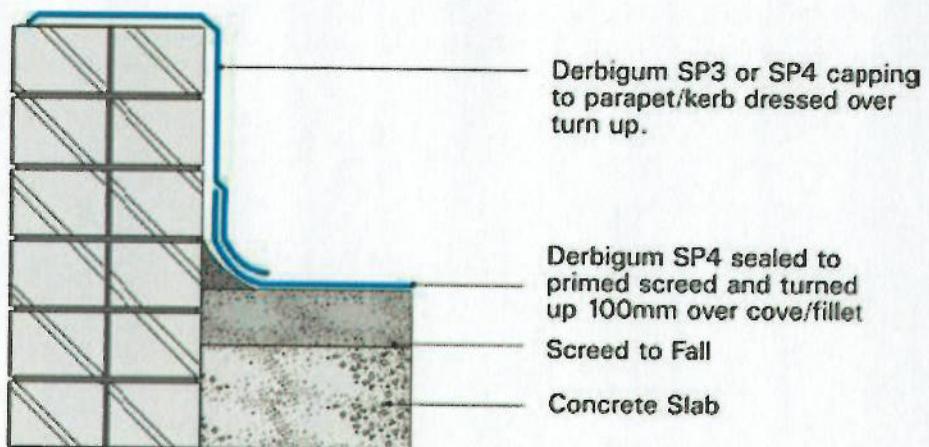


Figure 7: Cross-section of brick parapet with Derbigum details

Q. One layer waterproofing fully sealed, up and over plinths with a sheet metal capping detail over the plinths to serve as protection to the membrane as shown below:

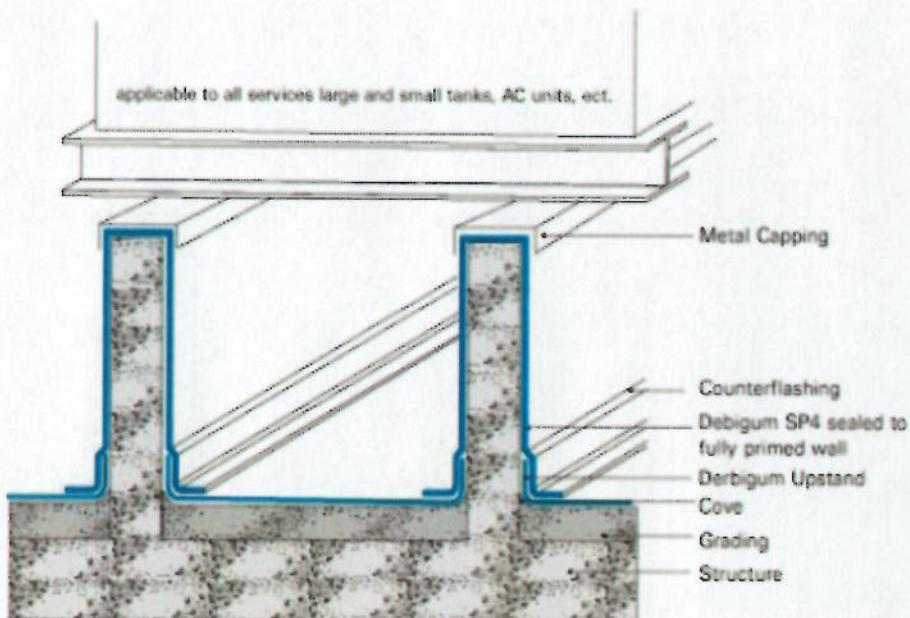


Figure 8: Cross-section of plinth

R. Once all waterproofing has been concluded, Apply 1 full coat primer, 2 coats for fibre-reinforced paint and 2 top coats to match existing.

S. Upon completion of the order, the contractor shall provide a 2-year bi-annual maintenance plan to IMT in line with item 8.1 of the Bill of Quantities in Annexure C.

## 12.2 Slabs removal

Removal all square slabs on the rooftop (section in WP3) and store them at a pre-determined location to be confirmed by the IMT project team upon order placement with the successful bidder.

## 12.3 Supply and apply waterproofing on Marmite roof

- A. Prepare and apply all-in -one liquid waterproofing to 6 IBR sheeting including replacing all head and side wall flashings.
- B. Cleaning: Remove all inadequately adhering paintwork, dirt, grime, dust or other surface contamination. Brush down and wash to remove remaining friable deposits. Clean roof overhangs, under-hangs, eaves and gutters.
- C. Remove failed flashing: Neatly cut all old membrane 75mm from the overhang on the vertical surface just above the flashing.

---

- D. Remove all old failed bitumen membrane flashing and ensure that old primer/residue is removed and that the high/low 'peaks and valleys' are minimal in the substrate.
- E. Fit new aluminium-zinc headwall flashing: Safinta Alu-Zinc Headwall Flashing or equivalent Aluminium Flashing to be fitted as per manufacture specifications. Fixing to be fastened at maximum 500mm centres. Fixings to be stainless steel or galvanised. To be fitted to both roofs.
- F. Application of new membrane: After preparation and fitting of new flashing, BITUMEN Primer to be applied to the area over the flashing onto the vertical headwall and over the existing waterproofing. Apply a bitumen based self-adhesive fibre-backed elastomeric waterproofing membrane. 200mm width should be used, appropriate length and width should be cut and pressure bonded to the surface, which has been primed with BITUMEN Primer.
- G. Application of bitumen primer: is a water-based penetrative primer used to seal both interior and exterior weathered non-asbestos (Nutec) fibre cement roof sheets by penetrating through existing fungus and lichen to a suitable surface and by binding all of these unstable elements. The primer also has anti-fungal and algae additives to eliminate regrowth of lichen and moss. Two coats of primer may be required dependant on the results of a coat pull-off test.
- H. Topcoats: apply all-in-one liquid waterproofing to 6 IBR sheet, environmentally safe, UV reflective energy saving, elastomeric, single pack roof coating. Based on special acrylic polymers, it is ideal for dry substrates where it forms a seamless, joint free, water and weather tight elastic membrane as a waterproof coating. Two coats to be applied to achieve a dry film thickness of 800-1000μ.

#### **12.4 Provide Data Sheets/technical specification**

The successful bidder shall ensure that products used are environmentally friendly and Material Safety Data Sheets (MSDS) will be required and handed over to the IMT Project Leader or his appointed representative before commencement of work.

#### **13. COMPLETION**

- 13.1 Upon completion of all work detailed in the SOW, the area must be cleared by removing all the rubble related to the given project from the site and dumped at a legal dumping site identified by the contractor.
- 13.2 The Contractor to leave the site in a good and perfect condition to the approval of the IMT Project team responsible for the project.
- 13.3 The contractor is advised that the building on the site will be occupied during the duration of the project and that she/he is to arrange with the authorities concerned so that the work may be carried out with the least possible inconvenience.

---

13.4 The Contractor shall provide for all the equipment, scaffolding, crane hire, Telehandler, forklift, skip, rubble chute, special equipment, safety equipment, generators, tools etc. for the duration of the project at their own cost.

**14. SPECIAL REQUIREMENTS**

14.1 These Special conditions are specific to conduct waterproofing of rooftops WP 1 & 2 as per section 12 at Armscor 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.

14.2 **Insurance (Public Liability):** 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.

**15. SPECIAL CONDITIONS**

15.1 A valid proof of Min. B Eng (Pr) or BSc Eng (Pr) or NQF equivalent and a detailed CV with minimum of 5 years' post-graduation experience and 3 years' experience post Pr Eng registration [registered with the Engineering Council of South Africa (ECSA)] experience is required for the consulting civil independent engineer to be appointed by the contractor.

15.2 The appointed independent engineer shall prepare a detailed report for each assessment done under this project and present it to the client (IMT representative).

**16. VETTING AND INDUCTION**

16.1 The Contractor and its workers will be required to conform with the organisational procedures and operational policies applicable to them.

16.2 Note that all personnel assigned to provide the services on site will be vetted as a requirement prior to commencement of work.

16.3 All staff to be deployed must be South African Citizens. No person with dual citizenship will be allowed to work at the IMT site.

16.4 No contractor will be allowed on site without proof of identification. (South African Identity document, Driver's license and/or Passport).

16.5 The IMT representative will cover all applicable procedures and policies about logistics, access control and equipment on site.

**17. SUPERVISION**

17.1 No contractor will be allowed to move around IMT premises unescorted and will at all times be supervised. The Facility Manager, Project leader and/or any other appointed IMT

---

representative about the Project plan and service rendered by the contractor will act as the host for the duration of the contract.

17.2 The Facility Manager will be the person that does all liaisons on behalf of IMT with the service provider.

**18. MEETINGS**

A Planning session shall be convened following the Induction at which representatives of the Contractor and IMT's will be present to discuss the following:

- Project plan.
- CoC (certificate of conformity).
- Non-conformances.
- ADHOC activities.
- SHE (Safety, Health and Environment) requirements.

# RFB NR: R&D/IMT-2023/031 ANNEXURE B

## CRITICAL CRITERIA (PAGE 1 OF 2)

**NOTE: Failure by a Bidder to comply with any of these critical criteria requirements will result in immediate disqualification from the evaluation process. The onus is thus on the Bidder to submit clear proof of compliance for each and every critical criterion with the Bid/ Proposal.**

1. The Bidder shall be required to attend a compulsory bidders briefing where the prospective Bidder will be exposed to a site visit of IMT.

### **PROOF OF COMPLIANCE**

The Bidder shall sign an IMT attendance register as confirmation of attendance to the bidders briefing.

2. The Bidder must demonstrate relevant experience in conducting waterproofing within the corporate and/or public sector.

### **PROOF OF COMPLIANCE**

The bidder shall submit proof of one (1) contactable reference for previous and similar work done (as per the specification) and successfully concluded in the past 60 months. Bidder shall submit completion certificates or Letter of verification from the client on the client's company letterhead (not the bidders) as part of the proof with their RFB document; failure to do so shall result in disqualification.

3. The Bidder shall provide proof of registration with the Construction Industry Development Board (CIDB).

### **PROOF OF COMPLIANCE**

The Bidder shall submit proof of Registration with the CIDB and submit it with the Bid / Proposal. A minimum grading of 3SN or better will be acceptable; failure to do so shall result in disqualification.

4. The bidder shall provide a valid and in-date Letter of Good Standing from the Department of Labour (as issued by the Compensation Commissioner) which shall be valid and in date by the closing date of this RFB/proposal and for the duration of the contract.

**PROOF OF COMPLIANCE**

The bidder shall submit a valid Letter of Good Standing with the RFB/proposal document issued by the Department of Labour; failure to do so shall result in disqualification

5. The Bidder shall complete the Bill of Quantities (BOQ) in the RFB document.

**PROOF OF COMPLIANCE**

The Bidder shall submit the completed BOQ (Annexure C) with the RFB document as part of their offering, failure to do so shall result in disqualification.

**ARMSCOR IMT - WATERPROOFING REPAIRS AT IMT FACILITY ROOFTOPS WP 1 & 2 IN SIMON'S TOWN**  
**REQUEST FOR BID**

The bidder shall quote IMT on the Scope of Work Methodology supplied by IMT's Structural Engineer and Bill of Quantities (BOQ)

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
1	<b>FACILITY TOP ROOF (WP1)</b>				
1.1	Remove existing torch-on waterproofing and dispose of debris off site.	m2	141		
1.2	Remove existing mastic average 25mm thick	m2	105		
1.3	Remove existing screed average 100mm thick	m2	105		
1.4	Prime slab with bitumen primer before new screed to ensure that slab is weatherproof after stripping existing system	m2	105		
1.5	Seal perimeter of slab with 200mm wide 4mm heat fused	m2	110		
1.6	Supply and apply SIKACEM 810 bonding slurry	m2	105		
1.7	Supply and apply 1:4 modified sikacem 1 screed average 125mm thick to falls	m2	105		
1.8	Apply to the entire roof surface, a coat of Bitu-primer, and allow curing.	m2	141		
1.9	Apply one layer of 4mm heat fused waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and cross falls by 'torch- fusion'	m2	141		
1.10	Apply 2 coats of reflective bituminous aluminium paint	m2	141		
1.11	Replace fullbore outlets and allow for waterproofing into	item	6		
1.12	Prepare existing parapet walls including walls on roof top, apply 1 full coat primer, 2 coats for fibre reinforced paint and 2 top coats to match existing.	m2	47		
	<b>Sub-Total roof-top (WP1)</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
2	<b>FACILITY MID ROOF (WP2)</b>				
2.1	Remove existing torch-on waterproofing and dispose of debris off site.	m2	682		
2.2	Remove existing mastic average 25mm thick	m2	588		
2.3	Remove existing screed average 100mm thick	m2	588		
2.4	Prime slab with bitumen primer before new screed to ensure that slab is weatherproof after stripping existing system	m2	588		
2.5	Seal perimeter of slab with 200mm wide 4mm heat fused membrane gusset strip	m2	307		
2.6	Supply and apply SIKACEM 810 bonding slurry	m2	588		
2.7	Supply and apply 1:4 modified sikacem 1 screed average 125mm thick to falls	m2	588		
2.8	Apply to the entire roof surface, a coat of Bitu-primer, and allow curing.	m2	682		
2.9	Apply one layer of 4mm heat fused waterproofing membrane, with 75mm side laps and 100mm end laps, sealed to primed surface to falls and cross falls by 'torch- fusion'	m2	682		
2.10	Apply 2 coats of reflective bituminous aluminium paint	item	682		
2.11	Replace fullbore outlets and allow for waterproofing into	item	21		
2.12	Prepare existing parapet walls including walls on roof top, apply 1 full coat primer, 2 coats for fibre reinforced paint and 2 top coats to match existing.	m2	367		
2.13	Disconnect all water piping safely and lift existing water tanks and place back everything back to original state once waterproofing is complete.	item	1		
	<b>Sub-Total roof-top (WP2)</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
3 3.1	<b>MARMITE ROOF</b> Prepare and apply waterproofing to Marmite roof top including replacing all head and side wall flashings	m2	90		
	<b>Sub-Total Marmite Roof</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
4 4.1	<b>SLABS REMOVAL (WP3)</b> Remove stacked piles of existing concrete slabs on the roof top and set aside for the client on the ground floor (approx. 600 slabs total)	item	1		
	<b>Sub-Total Slabs Removal</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
5 5.1	<b>CONSULTING INDEPENDENT ENGINEER</b> An Independent Engineer's inspections and reports (4 inspections)	item	4		
	<b>Sub-Total Engineer</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
6 6.1	<b>P &amp; G'S</b> Allow for access equipment for work area up to 20m above ground in accordance with the OHS Act. Working at heights certificates required for all site personnel.	item	1		
6.2	Supply and erect scaffolding with access staircase to the roof Marmite facility (WP5) least 1.20m wide on the north elevation.	item	1		
6.3	Telehandler	item	1		
6.4	Rubble chute	item	1		
6.5	Rubble removal	item	1		
6.6	Site establishment	item	1		
6.7	Site supervision	item	1		
	<b>Sub-Total P &amp; G'S</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
7 7.1	<b>SAFETY FILE</b> Provide risk assessment safety file according to IMT's requirements. Ensure all insurance including public liability and workmen's compensation is in place prior to commencement of works. Copy of safety file to be kept on site at all times.	item	1		
	<b>Sub-Total Safety File</b>				
ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
8 8.1	<b>MAINTENANCE SERVICE</b> Conduct bi-annual servicing of the facility roof (WP 1, 2 and 4) for 2 years, check upturns, terminations, lap joints, full bore finishes, angle changes and counter flashing. Contractor to conduct repairs as needed. Apply 2 coats silvakote over entire deck as needed	item	1		
	<b>Sub-Total 2 Year Maintenance</b>				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (R)
9	<b>AD-HOC REQUIREMENTS</b>				
9.1	A fixed contingency amount to be activated via work authorisation (WA) for any unforeseen requirements	item	1	R500 000.00	R500 000.00
	<b>Sub-Total Ad-hoc</b>			R500 000.00	R500 000.00
	<b>SUMMATION</b>				
Item	<b>Description</b>				<b>Total Price</b>
1	<b>FACILITY TOP ROOF (WP1)</b>				
2	<b>FACILITY MID ROOF (WP2)</b>				
3	<b>MARMITE ROOF</b>				
4	<b>SLABS REMOVAL (WP3)</b>				
5	<b>CONSULTING INDEPENDENT ENGINEER</b>				
6	<b>P &amp; G/S</b>				
7	<b>SAFETY FILE</b>				
8	<b>MAINTENANCE SERVICE</b>				
9	<b>AD-HOC REQUIREMENTS</b>				
	<b>Sub-Total</b>				
	<b>15% VAT</b>				
	<b>Grand Total to be carried over to RFB/proposal document in the KD17 document</b>				

## VALUE SYSTEM

**RFB Nr: R&D/IMT-2023/031**

### **REQUEST FOR: TO CONDUCT WATERPROOFING OF ROOFTOPS WP 1 & 2**

This Value System must be used for evaluation purposes, based on the 80/20 preference point system as per the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022.

Please ensure that the correct value system is chosen as:

**1. Allocation of points are on the following basis:**

The expected value of the tender is below or equal to R 50 000 000 and the value system to be used is therefore:

▪	Price:	80
▪	BBBEE	20

**2. PREFERENTIAL PROCUREMENT REGULATION REQUIREMENTS**

Refer Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022.

**SPECIFIC GOALS:** (Total of 20 points divided between BBBEE, Designated sector and Locality as required)

**a. B-BBEE Level (applicable)**

*NOTE: Failure by a Bidder to submit proof of evidence to claim the points allocated to any specific goal will lead to the bidder scoring "0" (zero) for that specific goal*

**3. Critical Criteria (applicable as in Annexure B):**

*NOTE: Failure by an Offeror to comply with any of these criteria will result in immediate elimination from the evaluation process.*