

## INVITATION TO BID

### **ARMD/2023/18 - THE PROCUREMENT AND DELIVERY OF VARIOUS MOBILE PLANT EQUIPMENT FOR ARMSCOR DOCKYARD IN SIMONS TOWN**

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#### PROPRIETARY INFORMATION

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

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

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

	List of documents required.	Submitted [Yes or No]	
		Yes	No
1.	Central Supplier database (CSD) registration report or Unique Registration Reference Number	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2.	Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.	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 BBBEE status for the bidder and its sub-contractor(s)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7.	Designated sectors: Local production and content. <b>(Where applicable)</b>	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"/>
10.	Bid conditions acceptance form on KD17 <b>(Mandatory)</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



**BIDDING STRUCTURE**

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

**Only fill the relevant category:**

If individual bidder, indicate the following:	
Name of Bidder	
Company / Close Corporation Registration Number	
VAT Registration Number	
National Treasury Supplier Number	
Unique Registration Reference Number	
Contact Person	
Telephone Number	
Fax Number	
Email Address	
Postal Address	
Physical Address	

<b>NB: Submit with the bid 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 bid the following documents:**

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

<b>If using subcontractors, indicate the following:</b>	
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	
<b>NB: Submit with the bid the following documents for both Prime and Sub-Contractors:</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.	

<b>Other:</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 bid 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.	

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 the post, and such acceptance shall constitute a contract between me/us and Armscor, subject to the terms and conditions set out in Armscor's General Conditions of Contract (A-STD-0020), Issue 5 dated 22 June 2022, the contents of which I/we acknowledge ourselves to be acquainted with.

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

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

IN BLOCK LETTERS ON BEHALF OF -

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

**AUTHORISED SIGNATURE**

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

Name in block letters: .....

Capacity: .....

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

**SUPPLIER REGISTRATION**

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

For more information on security registration contact:-

**The Security Registration**  
**Private Bag X337**  
**PRETORIA**  
**0001**

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

**ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:**

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

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

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

**6. Advance payments:**

Bidders shall furnish the price without advance payment.

**7. Performance Guarantee:**

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

**8. Commissions:**

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

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

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

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

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

10. **Submission of a NCACC Permit**

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

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

11. **Tax Compliance**

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

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

- 12.1 The DIP value threshold of foreign content is based on:

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

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

14. **Awarding of Bids**

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

The applicable points are:

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

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

Where

<b>P<sub>s</sub></b>	=	Points scored for price of bid under consideration
<b>P<sub>t</sub></b>	=	Price of bid under consideration
<b>P<sub>min</sub></b>	=	Price of lowest acceptable bid

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL
1	Supply and deliver 30T CAT 980L Wheel loader to Armscor Dockyard. Complete with attachments, power train and hydraulic warranty, service plan, spares and training as per RFB Annexure B	LOT			
2	Supply and deliver 2x Toyota Forklift Trucks to Armscor Dockyard. Complete with warranty of operation, service plan and training as per RFB Annexure C	LOT			
3	Supply and deliver JLG 520AJ Articulating Boom Lift. Complete with harsh environment kit, warranty of operation, service plan and training as per RFB Annexure D	LOT			
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

**Note:** Please complete RFB Annexures B, C and D with the prices per line for each item. Carry the total prices for Annexures B, C and D over to the KD17 price schedule above.

Bidders may submit a bid for one group, or a combination of groups, or all groups in the requirement. For each group bid on, all items within the requirement of the group must be priced. No partial bids per group shall be accepted.

1. Delivery address: ARMSCOR Naval Dockyard, Cole Point Rd, East Yard, Simons Town Cape Town
  2. \* Period required for commencement of delivery, after receipt of order:
    - a. ITEM 1: .....
    - b. ITEM 2: .....
    - c. ITEM 3: .....
  3. \*Rate of delivery;
    - a. ITEM 1: .....
    - b. ITEM 2: .....
    - c. ITEM 3: .....
  4. \*Period required for completion of order, after receipt thereof;
    - a. ITEM 1: .....
    - b. ITEM 2: .....
    - c. ITEM 3: .....
1. \* 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? .....
- If not, state your imports permit number .....
- 7. What are the names and addresses of your overseas suppliers? (Give particulars in KD 22) .....
- 8. Foreign content:
  - 8.1 What amount in foreign currency must be remitted? overseas? .....
  - 8.2 What is the rate of exchange used in converting the ZAR1,00 =.....  
amount into SA Rand and the date on which this is based? DATE: .....
- 9. Statutory costs:
  - 9.1 Are the goods quoted on subject to customs duty, ad valorem customs or surcharge? .....

.../2

- 9.2 If so, what is the amount payable in respect of
- a) Customs duty .....
  - b) Ad valorem customs duty? .....

**PRICE BREAKDOWN**

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

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

.....  
DATE

.....  
BIDDER'S SIGNATURE



**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

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

If yes:-

Item No. (s).

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

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

If Yes:-

Item No. (s).

Requirements

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

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

.....  
NAME

.....  
DATE

.....  
BIDDER'S SIGNATURE

## BROAD-BASED BLACK ECONOMIC EMPOWERMENT

### ACRONYMS AND ABBREVIATIONS

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

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

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

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

2.1 The following preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000; Preferential Procurement Regulations, 2022; 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	<b>80</b>
B-BBEE STATUS	<b>20</b>
Total points for Price and B-BBEE must not exceed	<b>100</b>

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

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

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

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

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

**4. PRINCIPLES**

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

**4.1.1 A B-BBEE Sworn Affidavit fully completed and:**

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

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

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

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

**B-BBEE DECLARATION**

**1. Confirmation of the Bidder's Turnover**

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

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

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

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

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

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

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

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

Name in block letters : .....

Capacity : .....

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

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

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

<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.

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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

..... Signature	..... Date
..... Position	..... Name of bidder

<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 "Armcor General Conditions of Contract".

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

#### 1.4 What is Historic IP?

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

#### 1.5 What is Foreground IP?

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

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

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

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

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

Historic and Foreground IP may be either

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

## 2. IP RECORDAL REQUIREMENTS

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

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

### 2.1 Background IP Utilised

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

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

### 2.2 Historic IP Utilised

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

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

### 2.3 Foreground IP to be generated

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

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

**Note 1:** The cost of establishment has always been included in item/milestone prices of order, and will continue to be so included, but will in future become visible by being shown separately in the Statement of IP appended to orders in order to proper manage such IP;

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

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

## 3. SAFEGUARDING OF IP

### 3.1 IP Agreement

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

### 3.2 Management and Safeguarding of IP

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

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

### 3.3 IP Delivery

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

### 3.4 IP Audits

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

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

### 4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website ([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. 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 \_\_\_\_\_

_____ <b>SIGNATURES OF BIDDER(S)</b>
---

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

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

**ANNEXURE 1 TO KD24**

3. I hereby declare under Oath that:

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

100% Black Owned	<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.

<b>Commissioner of Oaths</b>	<b>Deponent</b>
<b>Credentials and Signature</b>	
	_____ <b>Signature</b>
_____ <b>Date</b>	_____ <b>Date</b>

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

I, the undersigned,

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

Hereby declare under oath as follows:

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

<b>Enterprise Name:</b>	
<b>Trading Name (If Applicable):</b>	
<b>Registration Number:</b>	
<b>Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):</b>	
<b>Nature of Business:</b>	
<b>Definition of "Black People"</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – <ul style="list-style-type: none"> <li>(a) who are citizens of the Republic of South Africa by birth or descent; or</li> <li>(b) who became citizens of the Republic of South Africa by naturalisation-             <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> </li> </ul>
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: <ul style="list-style-type: none"> <li>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</li> <li>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</li> <li>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</li> <li>(d) Black people living in rural and under developed areas;</li> <li>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</li> </ul>



ANNEXURE 1 TO KD25

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF ARMSCOR</b>			
BID NUMBER:	CLOSING DATE:	CLOSING TIME:	
DESCRIPTION			
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT :</b>			
<b>ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8), 370 NOSSOB STREET,</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Mr. A.L Mmbengwa	CONTACT PERSON	Mr. A.L Mmbengwa
TELEPHONE NUMBER	012 428 3610	TELEPHONE NUMBER	012 428 3610
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	scmbids@armscor.co.za	E-MAIL ADDRESS	scmbids@armscor.co.za
<b>SUPPLIER INFORMATION</b>			
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] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <b>[IF YES ENCLOSE PROOF]</b>	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>			
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	
<b>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.</b>			

ANNEXURE 1 TO KD25

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 NUMBER: ARMD/2023/18**

**7105-04-Tender Documents-RFB**

### **THE PROCUREMENT AND DELIVERY OF VARIOUS MOBILE PLANT EQUIPMENT FOR ARMSCOR DOCKYARD IN SIMONS TOWN**

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SUMMARY: THIS DOCUMENT DEPICTS THE REQUIREMENT FOR THE PROCUREMENT AND DELIVERY OF VARIOUS MOBILE PLANT EQUIPMENT, INCLUDES; CATERPILLAR TRACTOR, 2X DIESEL FORKLIFT TRUCKS AND AN ARTICULATED BOOM LIFT FOR ARMSCOR DOCKYARD, SIMON'S TOWN

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DATE OF ISSUE : DECEMBER 2023



DISTRIBUTION PAGE

COPY NUMBER	DISTRIBUTION	
01 (Master Copy)	Mr J Relihan	Arm Scor Dockyard Procurement Secretariat

## DEFINITIONS

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

Client	Armcor Dockyard
Contractor	The company contracted by Armcor to supply as per Specification
RFB	Request For Bid

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## 1. INTRODUCTION

### 1.1 Instruction to Bidder

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

### 1.2 Scope

The scope of this RFB covers the requirement for the procurement and delivery of Various Mobile Plant Equipment, includes Caterpillar tractor, 2x Diesel Forklift Trucks and an articulated boom lift for Armscor Dockyard, Simon's Town, as set out in paragraph 5.4 in this document.

## 2. DOCUMENTS

Armscor documents are available on the Armscor Website <http://www.armscor.co.za>. The following documents are applicable to this RFB to the extent specified herein:

### 2.1 Applicable Documents

No	Document No	Title
1	A-PROC-9053	Supplier Sourcing Procedure
2	A-DOC-9046	Terms of Reference for the Bid Specification Committee
3	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee
4	A-PRAC-4011	B-BBEE Practice, Issue 007
5	Signed URS dated (27 June 2023)	User Requirement Specification for various mobile plant equipment (VMPE)
6	Occupational health and Safety	Occupational health and Safety Act 85 of 1993 and General Safety Regulations section 2
7	A-STD-0010	Rules Applicable to prospective Contractors, Issue 2, 21 April 2014.
8	A-STD-0020	Armscor's General Conditions of Contract, Issue: 005, 22 June 2022.
9	A-STD-61 Part 5	Contract Conditions, Technical, Standard for Commercial Off-the-Shelf (COTS) Procurement
10	Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations

## 2.2 Reference documents

No	Document No	Title
1	A-STD-0061 Part 5	Contract Conditions, Technical Standard for Commercial Off-the-Shelf (COTS) Procurement
2	AA-GUID-1014	Critical Criteria Guideline
3	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) No.5
4	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
5	Defence Sector Code	Codes of Good Practice on Broad based Black Economic Empowerment as Gazetted

## 3. BID REQUIREMENTS

### 3.1 General

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

#### 3.1.1 Armscor Registration

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

#### 3.1.2 Communication

3.1.2.1 All communication with Armscor shall be made to: The Procurement Secretariat, E-mail address: [BambananiT@armscordy.co.za](mailto:BambananiT@armscordy.co.za) Tel: +27 (021) 787 3941.

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

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

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

### **3.1.3 Submission of Bids**

Bidders may submit a bid for one group, or a combination of groups, or all groups in the requirement. For each group bid on, all items within the requirement of the group must be priced. No partial bids per group shall be accepted.

### **3.1.4 Validity of Bids**

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

### **3.1.5 Confidentiality of information**

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

### **3.1.6 Submission of offer documentation**

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

## **3.2 Minimum requirements**

The following is the minimum prescribed requirements of the bid:

### **3.2.1 Covering letter**

The covering letter shall give a brief introduction to the bid and briefly summarise the implementation methodology, timescale and the total cost. The letter shall also state any other aspects the Bidder deems necessary and important. The Bidder shall use the company's official letterhead when providing the covering letter.

### **3.2.2 Appendices**

The Bidder shall complete and include the following with their offer:  
**ANNEXURE B – PRICE SCHEDULE FOR WHEEL LOADER**  
**ANNEXURE C – PRICE SCHEDULE FOR FORKLIFT TRUCKS**  
**ANNEXURE D – PRICE SCHEDULE FOR ARTICULATING BOOM LIFT**  
**ANNEXURE E – OHASA ACT AGREEMENT**

### 3.2.3 Forms to be completed

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

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

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

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

### 3.3 Registration of E-portal bids

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

Ms Bambanani T, E-mail address: BambananiT@armscordy.co.za Tel: +27 (021) 787 3941.

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

### 3.4 Bidders conference

A **NON - COMPULSORY** bidder's conference shall be held at Armscor Dockyard, Simon's Town on **30/01/2024** at **11:00am**. Potential bidders are required to RSVP with Ms. Bambanani T at telephone number (021) 787 3941/ E-mail address: BambananiT@armscordy.co.za no later than 29/01/2024/

## 4. BID EVALUATION

### 4.1 Bids received

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

## 4.2 Awarding Of Bids

The received bids will be evaluated in terms of the 80/20 Preference Point System as follows:

The applicable PPS points are:

- Price: 80 points
- BBEE: 20 points

## 4.3 MANDATORY CRITERIA

### 4.3.1 TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

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

4.3.1.6 Tax compliance is done via e-filing on the SARS website [www.sars.gov.za](http://www.sars.gov.za).

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

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

#### 4.4 BID EVALUATION PROCESS

Each received bid will be evaluated in 3-stages. A bid that does not comply with the requirements of Stage 2 will be eliminated from the bid evaluation process.

The bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC 9046 and A-PROC-9053. Bids will be evaluated in evaluation criteria that are reflected in this RFB. Failure by a Bidder to comply with any single critical criterion will result in immediate elimination from the bid evaluation process.

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

##### 4.4.1. STAGE 2: CRITICAL CRITERIA

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

#### Critical Criteria

Criterion 1	
<p><b>Requirement:</b></p> <p>The Bidder shall supply all mobile plant equipment specified in the group(s) they are bidding for, as per RFB Annexure A.</p> <p><b>Group I: Wheel loader</b> Annexure A paragraph 3.1.2 and paragraph 3.1.3</p> <p><b>Group II: Forklift Trucks</b> Annexure A paragraph 3.2.2 and paragraph 3.2.3</p> <p><b>Group III: Articulating boom lift</b> Annexure A paragraph 3.3.2</p>	<p><b>Evidence:</b></p> <p>The Bidder shall submit technical specification datasheet /brochures/catalogues of the equipment offered:</p> <p><b>Group I: Wheel loader</b> Annexure A paragraph 3.1.2 and paragraph 3.1.3</p> <p><b>Group II: Forklift Trucks</b> Annexure A paragraph 3.2.2 and paragraph 3.2.3</p> <p><b>Group III: Articulating boom lift</b> Annexure A paragraph 3.3.2</p> <p>In the case where any of the technical specification elements as listed are not specified or superseded , in addition to the specification sheet and/or brochures/catalogues provided, the Bidder shall submit a letter from the Original Equipment Manufacturer (OEM) or accredited agent/supplier (on the letter head of the OEM or accredited agent/supplier) confirming the specifications.</p>

	<p><b>Note: Bidders may submit a bid for one group, or a combination of groups, or all groups in the requirement.</b></p> <p><b>For each group bid on, all items within the requirement of the group must be priced.</b></p> <p><b>No partial bids per group shall be accepted</b></p>
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<b>Criterion 2</b>	
<p><b>Requirement:</b></p> <p>The Bidder shall provide detailed service plan(s) for the group(s) they are bidding for, as per RFB Annexure A.</p> <p>Group I: Wheel loader (1x service plan) Annexure A paragraph 3.4,1</p> <p>Group II: Forklift Trucks (2x service plans) Annexure A paragraph 3.4,2</p> <p>Group III: Articulating boom lift (1x service plan) Annexure A paragraph 3.4.3.</p>	<p><b>Evidence:</b></p> <p>The bidder shall submit detailed service plan(s) issued by the OEM or an OEM accredited service provider, for the group(s) they are bidding for.</p> <p><b>Note: if the service plan(s) are issued by an OEM accredited service provider, then the bidder shall submit document proof that the service provider is accredited by the OEM.</b></p>

<b>Criterion 3</b>	
<p><b>Requirement:</b></p> <p>The bidder shall complete in full the price schedule for the group(s) they are bidding for, as per annexure B, C and D.</p>	<p><b>Evidence:</b></p> <p>The bidder shall submit the fully completed price schedule for the group(s) they are bidding for:</p> <p>Group I: Wheel loader Annexure B</p> <p>Group II: Forklift Trucks Annexure C</p> <p>Group III: Articulating boom lift Annexure D</p>

#### 4.4.2. STAGE 3: PREFERENCE POINT SYSTEM

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

4.2.1 For this RFB, the applicable **Specific Goal will be BBEE Level**. Points scored for Price and Specific Goal shall be added together to the maximum of 100 points and rounded off to the nearest two decimal points.

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

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

SPECIFIC GOALS B-BBEE Level	Number of Points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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).

The awarding of bids will be in terms Preference Point System (PPS). All bids conforming to the stated critical criteria will be evaluated in terms of the following PPS:

The applicable PPS points are:

**Price: 80 points**  
**BBEE: 20 points**

#### **4.5 Qualifying Threshold**

Not Applicable.

### **5. REQUIREMENT STATEMENT**

#### **5.1 Introduction**

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

#### **5.2 Purpose**

The Purpose of this Request for Bid is to appoint (a) Provider/s to supply and deliver various mobile plant equipment, includes caterpillar tractor, 2x diesel forklift trucks and an articulating boom lift for Armscor Dockyard, Simon's Town as set out in paragraph 5.4 in this document.

#### **5.3 Background**

Armscor Dockyard Management has taken a decision to procure various mobile plant equipment required for operational capabilities such facilitating dockings and undocking's of SA Navy vessels as well as their maintenance.

#### **5.4 Specification**

See Attached **ANNEXURE A - USER REQUIREMENT SPECIFICATION: PROCUREMENT OF VARIOUS MOBILE PLANT EQUIPMENT - 7105-04-01-TENDER DOCUMENTATION-URS.**

## SECTION 2

### A - ADDITIONAL CONDITIONS

#### 1. ACCESS TO THE PREMISES

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

#### 2. SECURITY

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

#### 3. SAFETY

- 3.1 While on client property related to this contract, the contractor shall be responsible for the safety of his employees.
- 3.2 Should any of the contractor's employees sustain an injury, while on client property, through the contractor's action, the contractor shall be responsible for rendering medical attention.
- 3.3 The contractor enters client property at own risk. Treatment for any injury sustained by contractor's employee, caused by client action, but not due to negligence or malicious intent on the part of the client, shall be the responsibility of the contractor.
- 3.4 In any case, the client can, according to its discretion, render limited medical attention to the contractor, but the client will not accept any liability for the outcome of such medical assistance rendered. Furthermore, the client can, according to its discretion, charge the contractor for such service rendered.
- 3.5 The signed **ANNEXURE E, OHASA ACT AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993 (AS AMENDED)**, as submitted by the contractor as part of his tender, shall become a binding agreement between the contractor and the client on award of the contract.

#### **4. IDENTIFICATION**

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

#### **5. CONTRACTOR'S STATUS AND RESPONSIBILITIES**

- 5.1 The contractor shall not permit any worker to perform any task for which such worker has not been trained.
- 5.2 Under no circumstances may the contractor's employees litter, roam, sleep or prepare food on site, unless otherwise arranged and agreed to by the client.
- 5.3 Under no circumstances may the contractor's employees accept tasks (with or without payment) from the client's personnel or any other instruction/request that is not part of this contract.
- 5.4 The contractor shall see to it that his employees do not interfere in any way with the client's employees or with occupants of the premises.
- 5.5 The contractor shall comply with the client's security requirements.
- 5.6 The contractor shall not damage the property of the client or his employees.
- 5.7 The contractor shall leave all areas where work has been executed in a clean and neat condition.
- 5.8 The contractor shall not erect any signs or advertisements on site.
- 5.9 The contractor shall not unreasonably encumber the site with his materials and equipment, and shall make such provisions and carry out his operations in such a manner that will permit continuous, safe traffic and pedestrian circulation, and he shall provide and maintain safe access to all buildings within the work boundaries.
- 5.10 The contractor shall confine his equipment, tools, and the operations of his employees as indicated by the client and within the limits of statutory requirements.

**B MAINTENANCE CONDITIONS**

**1. WORKING HOURS**

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

Normal working hours are:

Monday – Thursday: 07:15 - 16:30

Friday: 07:15 - 12:15

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

**2. ADVERSE CONDITIONS AND DEFECTS**

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

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

## ANNEXURE A



# USER REQUIREMENTS SPECIFICATION PROCUREMENT AND DELIVERY OF VARIOUS MOBILE PLANT EQUIPMENT (VMPE)

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**SUMMARY** : This document contains the user requirement statement for the supply and delivery of the following mobile equipment to Armscor Dockyard:  
1x CAT 980L - Wheel loader and attachments, 1x Toyota 8FD70N - 7 ton Diesel Forklift Truck, 1x Toyota 8FD50N - 5 ton Diesel Forklift Truck and 1x JLG 520AJ - Articulating Boom Lift as per the specifications outlined in this document.

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**DOCUMENT NUMBER** : 7105-04-TENDER DOCUMENTATION-  
URS  
**DATE OF APPROVAL OF THIS ISSUE** : 27 JUNE 2023  
**ISSUE** : 001  
**KEYWORDS** : Supply, Maintenance, Commissioning,  
Training, Capability

## AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc change proposal No.	CM Conformance	
				Name	Initials
001	27 June 2023	Release	N/A	K. Khumalo	K

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# 1. INTRODUCTION

## 1.1. Purpose

This specification serves to document the requirements for the procurement of Various Mobile Plant Equipment for Armscor Dockyard.

## 1.2. Background

### 1.2.1. Wheel loader

The Syncrolift located at ARMSCOR Dockyard Simons Town (Also referred to as a marine elevator or ship lift) is a specialized platform used to lift and transport ships and boats out of the water for maintenance, repairs, or storage. It is a large-scale system designed to handle vessels of varying sizes and weights, ranging from small boats to large ships.

Once Vessels are lifted, they are transported off the shiplift and onto land via bogies and a rail network. These movements of the bogies along the rail network are driven by a 30T Tractor (wheel loader). Once a vessel is docked and stowed in the designated repair berth, the bogies are secured and the tractor. All vessels docked on the Syncrolift berths are required to be moved (back and forth) as a preventative maintenance technique to avoid seizing of the bogie wheel bearings as well as contact corrosion between the bogie wheels and the rails. These frequent and ongoing movements form part of the critical functions of a tractor on the Syncrolift, along with docking and undocking of vessels.

The dockyard has always employed two tractors; maintaining dual modular redundancy for this critical component of the docking operations and overall capability of the Syncrolift. The current fleet comprises of 2x 30T Caterpillar Tractors, delivered in 1974, of which both have reached their end of lifespan and only one remains operational.

Spares, Equipment and Technical support availability for the operational Tractor have become increasingly difficult to source as a majority of components are now obsolete. This has resulted in decreased maintainability, reparability and serviceability of the Equipment and as such pose a major risk to the docking operations at the Armscor Dockyard; Syncrolift Facility, in Simons town.

To mitigate this risk, as well as increase the longevity of the facility, Armscor seek to procure 1x new CAT 980L wheel loader, including push plates and counterweight modifications, capable of meeting the operational needs of the Armscor Dockyard; Syncrolift Facility and in accordance with the specifications outlined in this document.

### 1.2.2. Forklifts

Armscor Dockyard is tasked as the third level of maintenance and upkeep to the South African Naval Fleet. Some of the requirements of this tasking include moving heavy objects and equipment from one point to another in a safe manner, ensure safe packing and storing of spares and equipment, aligning and connecting the tow bar for moving ships and cradles etc. To successfully achieve this, the use of counterbalance forklift trucks are employed.

The forklifts play a critical role when it comes to building and preparing cradles for docking ships in dry dock and on the ship lift, which happens to be our core business. Cradles often require heavy blocks that are situated 2-3 meters in the air,

the forklift allows for the weight to be lifted easily, saving time and contributing positively to efficient and effective service delivery.

The purchase of 2 new forklifts will contribute to Armscor Dockyard's mandate to the SA Navy and ensure optimal service delivery and contribute towards a sustainable future for Armscor Dockyard

### **1.2.3. Articulating Boom Lift**

Articulated boom Lifts/platforms are employed to access various areas of docked vessels and execute a multitude of tasks across all repair disciplines as well as service the dockyard site and facilities.

These machines allow easier access to high out of reach areas. Most vessels when docked are usually 3-4 meters higher than the dock bottom which makes it hard to reach for washing and painting. The articulating diesel boom lifts allow the employee to move freely around the vessel saving time and contributing positively to efficient and effective service delivery.

Armscor Dockyard historically had a total fleet of 7 articulated boom platforms to meet the demands of the SAN. Of this fleet only 4 units remain operational due to wear and tear, critical failures, expired service plans, insufficient maintenance and the lack of support staff; placing further stress on the operational units to meet the clients' demands.

With the employment of additional technical staff in the mobile equipment workshop to support the equipment fleet, to meet the equipment demand of the client and to reduce the duty cycle/stress on the operation equipment; Armscor Dockyard seek to procure 1 new articulated boom platforms.

## **1.3. Document Overview**

The specification is structured as follows:

- a. Chapter 1: Introductory Sections
- b. Chapter 2: Abbreviations and Reference Documents and/or infrastructure
- c. Chapter 3: Requirements
- d. Chapter 4: Pricing and Deliverables

## **1.4. Governing Principles and Assumptions**

The specification is constructed in line with the following governing principles and assumptions:

- a. 'Supply', in the scope of this specification refers to the service provider procuring the mentioned equipment and delivering it to Armscor Dockyard in Simon's Town.
- b. 'Documentation', refers to user manuals, maintenance manuals, and maintenance plans required to ensure Armscor Dockyard can operate and support the mobile equipment.
- c. 'Commissioning', refers to any installations required and setting the mobile equipment to work, this must include installing all support structures, and training Armscor Dockyard to operate and maintain the mobile equipment.

## 2. ABBREVIATIONS AND REFERENCE DOCUMENTS

### 2.1. Abbreviations, Acronyms, and Definitions

Abbreviation & Acronyms	Descriptions
COC	Certificate of Conformance
OEM	Original Equipment Manufacturer
OHASA	Occupational Health and Safety Act
QAR	Quality Assurance Representative
SAN	South African Navy
ISO	International Standards Organisation
SANS	South African National Standards
m	Meter
mm	Millimetres
l	litres
L	Length
Sec	Seconds
min	minimum
max	maximum
Calibration	Refers to the process of verifying that items or instruments are operating within acceptable ranges and making adjustments were necessary.
Reverse Engineering	Refers to the process where an item or software is deconstructed to extract design information required for duplication.
Capability	Combination of people, tools, equipment, materials, methods, and/or infrastructure that can be applied to do a job, product or service.
Maintenance level 1	Maintenance usually carried out by the system operator and covers all the basic maintenance tasks that prepare the system for daily use. Maintenance tasks require standard test equipment and procedures.
Maintenance level 2	Maintenance that requires a qualified maintainer using common support equipment and special tools, where faults are diagnosed and defective modules are replaced on a one-to-one basis. Maintenance tasks are usually performed on-site and require special procedures.
Maintenance level 3	Complex maintenance that requires a qualified maintainer using common support equipment, special tools, workshops, and test facilities. Maintenance tasks include reconditioning and overhauling systems using spares or parts procured from the Original Equipment Manufacturer (OEM) or other approved suppliers. Tasks also include minor modifications that do not require OEM's IP.

Abbreviation & Acronyms	Descriptions
Maintenance level 4	Complex maintenance that requires a specialised maintainer using common support equipment, special tools, workshops, test facilities, and manufacturing facilities. Maintenance tasks include major reconditioning and overhauling of systems using spares that are manufactured in-house. The maintainer must have access to the OEM's IP or must have a reverse engineering capability that allows for spares to be duplicated.
First Line Maintenance	Denotes ship's staff that is responsible for both the preparation for the operation and the initial diagnosis of defects on the systems.
Second Line Maintenance	Denotes the Fleet Maintenance Unit established to provide support for vessels and their systems for which facilities do not exist on-board the vessel to carry out repairs.
Third Line Maintenance	Denotes the maintenance organisations within the Naval Service (Dockyard, Workshops of Naval Stores Depots, and Armament Depots) to provide support for vessels and their systems, excluding the organisation within the First or Second Line. It implies workload for which no facilities or expertise exists within Second Line.
Fourth Line Maintenance	Denotes private organizations (contractors) providing repair, modification, and reconditioning/overhaul of vessels and their equipment for which the facilities, expertise, or resources are not available within the Dockyard.

## 2.2. Reference Documents

- a. Occupational Health and Safety Act 85 of 1993

### 2.3. Reference Infrastructure

(Where relevant)

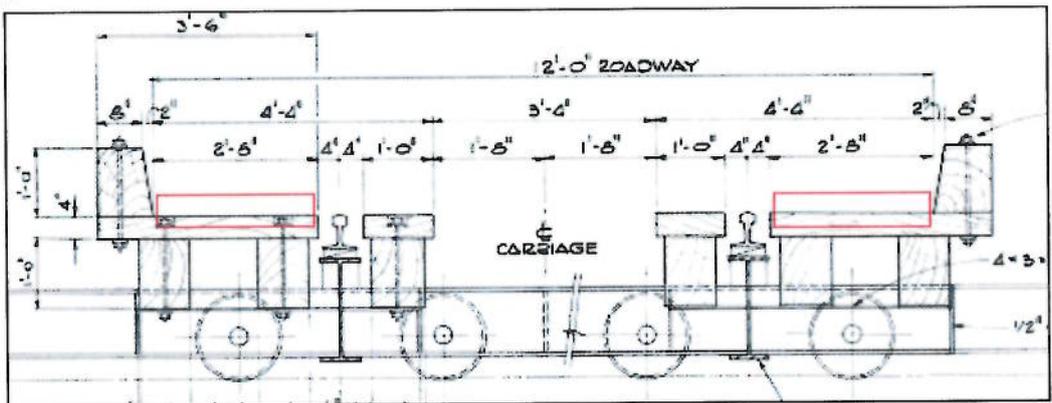
#### 2.3.1. Existing equipment

No	Make	Model	Serial number	Max capacity	Year of manufacture
1	Caterpillar	980 Loader	89P1831	30 ton	1974
2	Caterpillar	980 Loader	89P1827	30 ton	1974

#### 2.3.2. Existing Infrastructure

The below existing infrastructure called the Transfer cradle carriage is only pertinent to the wheel loader requirement. Wheel loader must be able to travel along the Syncrolift side Transfer Carriage roadway as detailed below (wheel travel areas outlined in red) i.e. no wider than 3.657m and no narrower than 2.286m:

Figure 1: Transfer cradle carriage



### 3. REQUIREMENTS

The requirement is for a service provider to supply Armscor dockyard with the following mobile plant equipment; 1x CAT 980L - Wheel loader and attachments, 1x Toyota 8FD70N – 7 ton Diesel forklift truck, 1x Toyota 8FD50N - 5 ton Diesel Forklift truck and 1x JLG 520AJ - Articulating Boom Lift. The mobile equipment shall be tested and inspected for compliance against the requirements below, before a GOC is issued by Armscor Dockyard QAR and the payment is processed.

#### 3.1. Wheel loader

##### 3.1.1. Supply and/or Manufacture and Install

- a. Supply and deliver 1x 30T CAT 980L Wheel loader to Armscor Dockyard.
- b. Supply, deliver and install front and rear push and pull plates and counterweight modifications to match site requirements and existing infrastructure. (also see **Appendix A of URS**)
- c. Supplier to reference the exiting push plate and counterweight to ensure that new modifications meet the operational requirements of Armscor.
- d. Supply 4 spare wheels

##### 3.1.2. Engine specification

ENGINE	
Engine model	Cat C13 ACERT
Maximum power ISO 14369	1800rpm 203 kW 412Hp(metric)
Maximum net power ISO 9249	1800rpm 278kW 378Hp(metric)
Peak Gross Torque ISO 14396	1300rpm 2172Nm
Maximum net Torque ISO 9249	1000rpm 2040Nm
Bore	130mm
Stroke	157mm
Displacement	12.5L

### 3.1.3. Hydraulic System

Hydraulic system	
Implement Pump Type	Variable displacement piston
Implemented system	
Maximum pump output	2.250rpm 449L/min
Maximum operating pressure	34 300kPa
Optional third function Maximum flow	240L/min
Optional third function Maximum pressure	21 780kPa

### 3.1.4. Brakes, Axles and Cab

- a. Brakes must meet ISO 3450 standards.
- b. Front axle is fixed and back axle oscillating +/- 13°.
- c. Maximum single-wheel rise and fall is 549mm.

### 3.1.5. Transmission and Service refill capabilities

- a. Show all reverse and forward tractor gears with their related speeds in km/h.
- b. Refill capabilities to include; fuel tank, cooling system, crankcase, transmission, hydraulic tank and Differential and final drives.

### 3.2. Forklift Diesel Trucks

#### 3.2.1. Supply and/or Manufacture and Install

- a. Supply and deliver 1x Toyota 8FD70N - 7 ton Diesel Forklift truck
- b. Supply and deliver 1x Toyota 8FD50N -- 5 ton Diesel Forklift truck

#### 3.2.2. Toyota 8FD70N Specifications

EQUIPMENT SPECIFICATIONS	
Specification	Description
Model	Diesel Forklift Truck
Residual Capacity at Height	7000 kg
Forks	1220 mm - 1500 mm
Mast Lift Height	3000 mm - 4125 mm
Mast Closed Height	2460 mm - 2540 mm
Height of Overhead Guard	2310 mm - 2455 mm
Load Centre	600 mm
Mast Free Lift	125 mm - 155 mm
Load Back Rest	1370 mm - 1544 mm
Engine	Diesel powered
Tyres	Solids
Weight Indicator	Included
Side shift	Hang on Side Shift
Multi-Function Display	Included
Brakes	Foot Activated
System of Active Stability	Included
Operator Presence System	Included
Rear Pillar Assist Grip	Included
Reverse Buzzer	Included
Beacon	Included
Road Ordinance Lights	Front & Rear
Auto Fork Levelling	Included
Air Cleaner	Cyclone Dual Air Cleaner
Steering Column	Adjustable
Fire Extinguisher	Included
Mirrors	Included

### 3.2.3. Toyota 8FD50N Specifications

EQUIPMENT SPECIFICATIONS	
Specification	Description
Model	Diesel Forklift Truck
Residual Capacity at Height	5000 kg
Forks	1220 mm - 1500 mm
Mast Lift Height	3000 mm - 4125 mm
Mast Closed Height	2450 mm - 2540 mm
Height of Overhead Guard	2300 mm - 2455 mm
Load Centre	600 mm
Mast Free Lift	125 mm - 155 mm
Load Back Rest	1370 mm - 1544 mm
Engine	Diesel powered
Tyres	Solids
Weight Indicator	Included
Side shift	Hang on Side Shift
Multi-Function Display	Included
Brakes	Foot Activated
System of Active Stability	Included
Operator Presence System	Included
Rear Pillar Assist Grip	Included
Reverse Buzzer	Included
Beacon	Included
Road Ordinance Lights	Front & Rear
Auto Fork Levelling	Included
Air Cleaner	Cyclone Dual Air Cleaner
Steering Column	Adjustable
Fire Extinguisher	Included
Mirrors	Included

### 3.3. Articulating Boom Lift

#### 3.3.1. Supply and/or Manufacture and Install

- a. Supply and deliver 1x JLG 520AJ - Articulating Boom Lift
- b. Supply and deliver articulating boom lift harsh environment kit

#### 3.3.2. Articulating Boom Lift Specifications

<b>Product Description : Articulating Diesel Boom lifts 4WD</b>	
<b>Specifications</b>	
Engine	diesel
Drive	4WD (four-wheel drive)
Articulating Jib	1.2 m - 1.5 m
Working Height	16 m - 18 m
Platform Height	14 m - 16 m
Horizontal Outreach	8 m - 10 m
Platform Rotation	180°
Jib Articulation	140° (± 80°)
Platform Capacity	250 kg
Overall Weight	7 000 kg - 9 000 kg
<b>Standard Featured Items</b>	
12V DC Auxiliary Power	Included
AC Power Cable to Platform	Included
Load Sensing System	Included
Hour meter, Horn, Motion Alarm	Included
Tilt Alarm/Indicator Light	Included
Foam Filled Tyres	315/55 D20
Flash Beacon	Included
Platform Console Machine Status Light Panel	Included

### **3.4. Service plan and Warrantee**

#### **3.4.1. Wheel loader**

- a. 3000h power train & hydraulic major component warranty
- b. 5-year service plan (on-site), as recommended by O.E.M and approved by ARMSCOR.
- c. Preventative maintenance plan and checklists.

#### **3.4.2. Forklift Trucks**

- a. Warranty; 12 - 18 Months or 2000 hours of operation for both units
- b. Service plan; every 250 hours or 3 months for both units for a period of 2 years, inclusive of all spares and labour.
- c. Preventative maintenance plan and checklists for both units.

#### **3.4.3. Articulating Boom Lift**

- a. 60 month structural warranty
- b. Service Plan: Every 250 hours or 3 months for both units for a period of 2 years, inclusive of all spares and labour.

### **3.5. Training**

All training shall take place onsite at Armacor Dockyard, Simons Town. Training syllabi shall be supplied and accepted by Armacor for each of the mobile plant equipment training, and training manuals to be supplied in both soft and hardcopy.

#### **3.5.1. Wheel loader**

- a. Train 5x Armacor personnel to be wheel loader operators and on operators maintenance

#### **3.5.2. Forklift Trucks**

- a. Train 10x Armacor personnel to be Diesel Forklift Trucks operators and on operators maintenance.
- b. Train 5x Armacor personnel on Maintenance procedure for Forklifts
- c. Service provider to issue forklift license and/or certificate of competency

#### **3.5.3. Articulating Boom Lift**

- a. Train 5x Armacor personnel to be Articulating Boom Lift on operators and on operators maintenance
- b. Service provider to issue articulating boom lift license and/or certificate of competency

### **3.6. Environmental**

#### **3.6.1. Operating Conditions**

- a. All the mobile equipment will be operated in the marine environment
- b. The mobile equipment drives on tar, wood and concrete roads

### **3.7. Physical**

#### **3.7.1. Dimensions**

- a. Pertinent to the Forklift trucks there is no racking in Armscor Dockyard.
- b. Pertinent to the Wheel loader, consider paragraph 2.3.

### **3.8. Logistic Support**

#### **3.8.1. Documentation**

The following documents shall accompany the delivery of each of the mobile plant equipment, documents shall be in clear, grammatically correct English:

- a. Maintenance schedule and Calibration Schedule(If applicable)
- b. Delivery schedule for all mobile plant equipment, detailing all lead times of supply.
- c. Mobile plant equipment specifications
- d. Warranty and guarantee documents
- e. Critical Spares List
- f. User/operator manuals
- g. Maintenance and/or commissioning manuals
- h. All load tests certification
- i. Electrical circuit drawings
- j. Mobile plant equipment physical drawings
- k. Illustrated Parts Breakdown/Catalogue

#### **3.8.2. Supply Support**

The supplier shall ensure that spares are available and accessible locally in South Africa from the OEM or an accredited agent when the mobile plant equipment requires maintenance and repairs.

#### **3.8.3. Support and Test Equipment**

- a. The maintenance, repair, and calibration of the mobile plant equipment shall be supported locally in South Africa by the OEM or an accredited agent.
- b. All mobile plant equipment shall be test driven onsite.
- c. All mobile equipment function buttons and levers must also be tested onsite
- d. All mobile plant equipment shall be delivered with a warranty of at least 12 months.

#### **3.8.4. Spares**

- a. A full service kit for all supplied equipment
- b. All special/non-standard tools required for the servicing and maintenance of all supplied equipment.

### **4. Pricing and deliverables**

#### **4.1. The requirements, are hereby grouped by the equipment types:**

Group I – Wheel loader

Group II – Forklift Trucks

Group III – Articulated boom lift

- a. The pricing structure will be broken up according to these three groups above.
- b. Bidders may submit a bid for one group, or a combination of groups, or all groups in the requirement.
- c. For each group bid on, all items within the requirement of the group must be priced.
- d. No partial bids per group shall be accepted.
- e. All bidders must present a detailed schedule of activities with their bid. This schedule must indicate deliverables, milestones and the timeframes of each bided item.
- f. Armscor Reserve the right to place multiple orders, partial orders, or separate the order amongst qualifying suppliers.

## APPENDIX A – ATTACHMENTS

The attachments required are the front and rear push and pull plates as per site specification as indicated on paragraph 3.1.1b and 3.1.1c.

The push and pull plates are a site-specific, non-standard attachment and must be designed by the O.E.M, such that it does not degrade the machine in any way nor void any equipment warranties.

A site visits by appointment will be permitted throughout the tender pertaining to the old machine push and pull plates, inspections thereof, measurements and investigations that may be required to aid in a compatible new design or copy of the existing one.

**Below are images of the front and rear push plate(s):**

**Figure 2: Side view of rear push plate**



**Figure 3: Front view of rear push plate**



Figure 4: Side view of Front push plate.



Figure 5: Front view of Front push plate



Figure 6: Top view of front push plate



## ANNEXURE B

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL (QTY X Unit Price)
<b>1.</b>	<b>Group 1</b>				
1.1.	Supply and deliver 1x 30T CAT 980L Wheel loader to Armscor Dockyard.	1			
1.2.	Supply, deliver and install front and back push plates and counterweight modifications for item 1.1 to match site requirements and existing infrastructure.	1			
1.3	Supply & deliver spare wheels for item 1.1.	4			
1.4.	3000h power train & hydraulic major component warranty for item 1.1	1			
1.5.	5-year service plan (on-site), as recommended by O.E.M and approved by ARMSCOR	1			
1.6.	Training of 5x Armscor personnel as operators	1			
	<b>Note: All items within this group must be priced. If free of cost or it is already included in the price of equipment must be priced as 0 (zero)</b>				
	TOTAL (excluding VAT)				

## ANNEXURE C

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL (QTY X Unit Price)
<b>2.</b>	<b>Group 2</b>				
2.1.	Supply and deliver 1x Toyota 8FD70N - 7 ton Diesel Forklift truck	1			
2.2.	Supply and deliver 1x Toyota 8FD50N – 5 ton Diesel Forklift truck	1			
2.3.	Warranty; 12 - 18 Months or 2000 hours of operation, for item 2.1.	1			
2.4.	Warranty; 12 - 18 Months or 2000 hours of operation, for item 2.2.	1			
2.5..	2–year service plan (on-site), as recommended by O.E.M / Accredited agent for item 2.1.	1			
2.6.	2–year service plan (on-site), as recommended by O.E.M/ Accredited agent for item 2.2.	1			
2.7.	Training of 10x Armscor personnel as operators	1			
2.8.	Training of 5x Armscor personnel on forklift preventative maintenance procedures	1			
	<b>Note: All items within this group must be priced. If free of cost or it is already included in the price of equipment must be priced as 0 (zero)</b>				
	TOTAL (excluding VAT)				

## ANNEXURE D

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL (QTY X Unit Price)
<b>3.</b>	<b>Group 3</b>				
3.1.	Supply and deliver 1x JLG 520AJ Articulating Boom Lift	1			
3.2.	Supply and deliver articulating boom lift harsh environment kit	1			
3.3.	Warranty; 12 - 18 Months or 2000 hours of operation, per unit.	1			
3.4.	2-year service plan (on-site), as recommended by O.E.M and approved by ARMSCOR	1			
3.5.	Training of 5x Armscor personnel as operators	1			
	<b>Note: All items within this group must be priced. If free of cost or it is already included in the price of equipment must be priced as 0 (zero))</b>				
	TOTAL (excluding VAT)				

**ANNEXURE E**  
**OHASA ACT AGREEMENT**

WRITTEN AGREEMENT ON  
OCCUPATIONAL HEALTH AND SAFETY

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

AS ENTERED INTO BY AND BETWEEN

\_\_\_\_\_  
(Hereinafter referred to as the "Employer")

and

\_\_\_\_\_  
(Hereinafter referred to as "the Contractor")

Contractor Compensation Fund Certificate Number: \_\_\_\_\_  
Vendor Number: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

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## **DEFINITIONS**

*In this agreement, unless the context indicates otherwise –*

### **Contractor**

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

### **Employer**

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

### **Hazard**

*Means a source of or exposure to danger;*

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

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

### **Mandatory**

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

### **Safe**

*means free from any hazard;*

### **Workplace**

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

#### **WARRANTY OF COMPLIANCE**

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

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

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

#### **CONTRACTOR AS AN EMPLOYER**

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

### **ENVIRONMENTAL COMPLIANCE**

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

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

### **APPOINTMENTS AND TRAINING**

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

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

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

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

### **SUPERVISION, DISCIPLINE AND REPORTING**

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

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

### **ACCESS TO THE OHS ACT**

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

### **CO-OPERATION**

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

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

#### **WORK PROCEDURES**

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

#### **HEALTH AND SAFETY MEETINGS**

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

#### **COMPENSATION REGISTRATION**

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

#### **MEDICAL EXAMINATIONS**

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

#### **INCIDENT REPORTING AND INVESTIGATION**

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

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

#### **FIRE PRECAUTIONS AND FACILITIES**

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

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

Smoking is only to be permitted in designated smoking areas.

#### **HYGIENE AND HOUSEKEEPING**

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

### **NO NUISANCE**

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

### **INTOXICATION NOT ALLOWED**

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

### **PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

### **PLANT, MACHINERY, EQUIPMENT AND VEHICLES**

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

### **QUALIFICATIONS**

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

### **NO USAGE OF THE EMPLOYER'S EQUIPMENT**

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

### **TRANSPORT**

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

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

#### **INDEMNITY**

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

#### **DURATION OF AGREEMENT**

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

#### **HEADINGS**

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

#### **COSTS**

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

**SIGNATURES**

**FOR AND ON BEHALF OF THE CONTRACTOR**

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2024

\_\_\_\_\_  
Name: .....

**WITNESSES:**

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

**FOR AND ON BEHALF OF THE EMPLOYER**

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2024

\_\_\_\_\_  
Name: .....

**WITNESSES:**

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