

## INVITATION TO BID

### ARMD/2024/11

**BID DESCRIPTION: THE PROCUREMENT AND DELIVERY OF ONE NEW  
SUBMERSIBLE DEWATERING PUMP 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<br>[Yes or No] |                          |
|-----|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
|     |                                                                                                                                          | Yes                      | No                       |
| 1.  | Central Supplier database (CSD) registration report or Unique Registration Reference Number                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 2.  | Valid Tax Clearance Certificate (s) and or proof of application endorsed by SARS and / or SARS issued verification pin code.             | <input type="checkbox"/> | <input type="checkbox"/> |
| 3.  | Copies of bidders CIPC Company registration documents listing all members with percentage, See bidding structure for required documents. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4.  | Copy of the Joint Venture / Consortium Agreement duly signed by all parties                                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 5.  | Copy of the Sub-Contracting Agreement duly signed by all parties                                                                         | <input type="checkbox"/> | <input type="checkbox"/> |
| 6.  | Valid proof of BBBEE status for the bidder and its sub-contractor(s)                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 7.  | Designated sectors: Local production and content. (Where applicable)                                                                     | <input type="checkbox"/> | <input type="checkbox"/> |
| 8.  | Originally certified copy of Identity Document for the Company representative                                                            | <input type="checkbox"/> | <input type="checkbox"/> |
| 9.  | Copy of latest audited financial statements                                                                                              | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Bid conditions acceptance form on KD17                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> |

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

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

**REQUEST FOR BID: ARMD/2024/11 - THE PROCUREMENT AND  
DELIVERY OF ONE NEW SUBMERSIBLE DEWATERING PUMP FOR  
ARMSCOR DOCKYARD IN SIMONS TOWN**

**1. INSTRUCTIONS ON SUBMISSION OF BIDS**

- 1.1 Bid Closing at **11:00 am** on **05/03/2025 (SOUTH AFRICAN TIME)**
- 1.2 Bids must be submitted in a sealed envelope marked with this bid reference number.
- 1.3 The sealed envelope must be deposited in the bid box at Armscor Dockyard, Cole Point Security gate, Simon's Town before the bid closing date and time addressed to:
- The Divisional Manager                      Procurement & Logistics  
Armscor Dockyard
- Postal address:                                      Armscor Dockyard  
Private Bag X3  
Simon's Town, 7995
- Delivery address:                                   Armscor Dockyard Tender Box  
Dockyard Security Entrance  
Cole Point Road  
Simon's Town
- 1.4 Bids dispatched by the courier service Company must be marked with bid reference number on the delivery note / packaging and the courier must ensure that the bid document is deposited in the bid box before the closing date and time. **Armscor will not be held responsible for any delays where bid documents are handed to the Armscor Reception.**
- 1.5 Bid proposals received after the closing time and date will not be considered.

**2. ENQUIRIES**

- 2.1 All queries regarding this bid must be addressed in writing to:  
The Procurement Division E-mail Address: **Dockyardbid-enquiries@armscor.co.za**.  
Questions/enquiries relating to this RFB should be received three working days prior to the closing date. Queries received after this period will not be entertained.

**3. BID VALIDITY PERIOD**

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

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

**BID AWARD RESULTS:**

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

**BIDDING STRUCTURE**

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

**Only fill the relevant category:**

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

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

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

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

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

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

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

|                                                    |  |
|----------------------------------------------------|--|
| Name of Prime -Contractor                          |  |
| Percentage Value to be subcontracted               |  |
| Company / Close Corporation<br>Registration Number |  |
| VAT Registration Number                            |  |
| National Treasury Supplier Number                  |  |
| Unique Registration Reference<br>Number            |  |
| Contact Person                                     |  |
| Telephone Number                                   |  |
| Fax Number                                         |  |
| Email Address                                      |  |
| Postal Address                                     |  |
| Physical Address                                   |  |

**Subcontractor Details:**

|                                                    |  |
|----------------------------------------------------|--|
| Name of Subcontractor                              |  |
| Company / Close Corporation<br>Registration Number |  |
| VAT Registration Number                            |  |
| National Treasury Supplier Number                  |  |
| Unique Registration Reference<br>Number            |  |
| Contact Person                                     |  |
| Telephone Number                                   |  |
| Fax Number                                         |  |
| Email Address                                      |  |
| Postal Address                                     |  |
| Physical Address                                   |  |

**NB: Submit with the bid the following documents for both Prime and Sub-Contractors:**

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

|                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Other:</b>                                                                                                                               |  |
| Name of Bidder                                                                                                                              |  |
| Company / Close Corporation<br>Registration Number                                                                                          |  |
| VAT Registration Number                                                                                                                     |  |
| National Treasury Supplier Number                                                                                                           |  |
| Unique Registration Reference<br>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 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: .....

**SUPPLIER REGISTRATION**

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

For more information on security registration contact:-

**The Security Registration**

**Private Bag X337**

**PRETORIA**

**0001**

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

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

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

**5. Advance payments:**

Bidders shall furnish the price without advance payment.

**6. Performance Guarantee:**

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

**7. Commissions:**

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

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

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

8.1 All relevant South African legislation, including, but not restricted to, the following:

- a) National Conventional Arms Control Act, Act No. 41 of 2002, and its implementing Regulations; and
- b) Non-proliferation of Weapons of Mass Destruction Act, Act No. 87 of 1993, as amended, and its implementing Regulations.

8.2 Defence export legislation of supplier countries, i.e. countries from which defence matériel is exported to South Africa as well as countries of origin of the matériel.

8.3 It is the responsibility of the bidder to, when applicable, register with the Directorate Conventional Arms Control (DCAC), Defence Secretariat, in terms of section 13 of the National Conventional Arms Control Act and with the South African Council for the Non-Proliferation of Weapons of Mass Destruction Act.

8.4 If a contract with Armscor is being entered into, the Contractor shall comply with arms control and non-proliferation requirements as prescribed by the contract.

## 9. Submission of a NCACC Permit

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

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

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

## 10. Tax Compliance

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

## 11. Defence Industrial Participation and National Industrial Participation

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

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

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

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

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

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

13. **Awarding of Bids**

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

The applicable points are:

**Price: (Pp) 80 Points**

**Specific Goals: 20 Points**

**Total: 100 Points**

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

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

**KD17 page 12 of 12**

**BID NUMBER** : ARMD/2024/11

**CLOSING AT 11:00 ON** : 05/03/2025

**VALIDITY PERIOD:** 120 DAYS

**NAME OF BIDDER** :

| ITEM NO               | DESCRIPTION                                                                                                                                                            | QTY | UNIT PRICE IN FOREIGN CURRENCY | UNIT PRICE IN S.A. CURRENCY | SUBTOTAL |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------|-----------------------------|----------|
| 1.                    | Price to supply and deliver 1x new submersible dewatering pump to Armscor Dockyard. Complete with power supply cables, zinc anodes and training as per RFB Annexure A. | LOT |                                |                             |          |
| 2                     | Price to supply all the dewatering pump spares as per RFB ANNEXURE A.                                                                                                  | LOT |                                |                             |          |
| 3                     | Price to supply special/non-standard tools recommended by OEM or OEM accredited agent, as per RFB Annexure A.                                                          | LOT |                                |                             |          |
| TOTAL (excluding VAT) |                                                                                                                                                                        |     |                                |                             |          |
| VAT                   |                                                                                                                                                                        |     |                                |                             |          |
| TOTAL (including VAT) |                                                                                                                                                                        |     |                                |                             |          |

**A PRICE NEEDS TO BE PROVIDED AGAINST EACH LINE ITEM ON ANNEXURE B AND C, THEN CARRY THE TOTAL PRICE FOR ANNEXURE B AND C OVER TO THE KD 17. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED.**

1. Delivery address: ARMSCOR Dockyard, Cole Point Rd, Simons Town, Western Cape
  2. \* Period required for commencement of delivery, after receipt of order: .....
  3. \* Rate of delivery: .....
  4. \* Period required for completion of order, after receipt thereof: .....
- \* Must be completed by Bidder if not completed by Armscor

-1-

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

**QUESTIONNAIRE**

**REPLIES**

1. What is the request for bids number?

.....

2. Price basis of bids (**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.

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

TOTAL

| AMOUNT | % OF TOTAL PRICE |
|--------|------------------|
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |
|        |                  |

.....  
DATE

.....  
BIDDER'S SIGNATURE

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

**PREVIOUS PURCHASES**

**LAST TWO BIDS**

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

| DATE OF<br>BIDS | ORGANIZATION | ORDER<br>NO. | ITEMS<br>PURCHASED | UNIT<br>PRICE | MOTIVATION<br>FOR PRICE<br>DIFFERENCES |
|-----------------|--------------|--------------|--------------------|---------------|----------------------------------------|
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |
|                 |              |              |                    |               |                                        |

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

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

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

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

1.1 COUNTRY OF ORIGIN:

| Item No(s). | Country |
|-------------|---------|
| .....       | .....   |
| .....       | .....   |
| .....       | .....   |
| .....       | .....   |

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

| Item No(s). | Name  |
|-------------|-------|
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |

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

| Item No(s). | Name  |
|-------------|-------|
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

| Item No(s) | Name  |
|------------|-------|
| .....      | ..... |
| .....      | ..... |
| .....      | ..... |
| .....      | ..... |

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

| Item No(s). | Name  |
|-------------|-------|
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |
| .....       | ..... |

.../2

-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. PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000**

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

**2. ALLOCATION OF PREFERENCE POINTS FOR SPECIFIC GOALS****2.1 Specific Goals**

- 2.1.1 The preference points that will be awarded in terms of the specific goals with regards to procurement processes shall be as follows (one table will be applicable for each bid):

**TABLE A : Advancement of SMMEs**

| No | (i) Black owned entities or<br>(ii) Black owned Military Veterans entities or<br>(iii) Black women owned entities or<br>(iv) Black youth owned entities or<br>(v) Entities owned by Black people living with disabilities or<br>(vi) Entities owned by Black people living in rural areas or<br>(vii) Entities owned by Unemployed black people | 90/10 preference points system | 80/20 preference points system |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
| 1. | EMEs or QSEs entities which are 100% black owned                                                                                                                                                                                                                                                                                                | 10                             | 20                             |
| 2. | EMEs or QSEs entities which are 51% - 99% black owned                                                                                                                                                                                                                                                                                           | 8                              | 16                             |
| 3. | EMEs or QSEs entities which are 35% - 50% black owned                                                                                                                                                                                                                                                                                           | 4                              | 8                              |
| 4. | EMEs or QSEs entities which are 0% - 34% black owned                                                                                                                                                                                                                                                                                            | 0                              | 0                              |

**TABLE B : Advancement of Local Content & Production**

|    | Advancement of entities with local manufacturing capabilities for designated sectors | 90/10 preference points system | 80/20 preference points system |
|----|--------------------------------------------------------------------------------------|--------------------------------|--------------------------------|
| 1. | Full compliance to the applicable minimum threshold for local content & production   | 2                              | 4                              |
| 2. | Non-compliance to the applicable minimum threshold for local content & production    | 0                              | 0                              |
|    | Advancement of South African Companies                                               | 90/10 preference points system | 80/20 preference points system |
| 1. | Level 1 and 100% black owned                                                         | 8                              | 16                             |
| 2. | Level 2 and at least 51% black owned                                                 | 6                              | 12                             |
| 3. | Level 3 and at least 35% black owned                                                 | 1                              | 2                              |
| 4. | <b>Below Level 3</b>                                                                 | <b>0</b>                       | <b>0</b>                       |

**TABLE C : Income Generation**

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

**TABLE D : Locality**

| No | Entities Located in Specific Province, Region or Municipality | 90/10 preference points system | 80/20 preference points system |
|----|---------------------------------------------------------------|--------------------------------|--------------------------------|
| 1. | Entities located within the specific locality                 | 2                              | 4                              |
| 2. | Entities located outside the specific locality                | 0                              | 0                              |
|    | Advancement of South African Companies                        | 90/10 preference points system | 80/20 preference points system |
| 1. | Level 1 and 100% black owned                                  | 8                              | 16                             |
| 2. | Level 2 and at least 51% black owned                          | 6                              | 12                             |
| 3. | Level 3 and at least 35% black owned                          | 1                              | 2                              |
| 4. | Below Level 3                                                 | 0                              | 0                              |

TABLE E : Advancement of BEE Compliant Suppliers

| No | Advancement of BEE compliant suppliers | 90/10 preference points system | 80/20 preference points system |
|----|----------------------------------------|--------------------------------|--------------------------------|
| 1. | 100% black equity ownership            | 10                             | 20                             |
| 2. | 51% - 99% black equity ownership       | 8                              | 16                             |
| 3. | 35% - 50% black equity ownership       | 4                              | 8                              |
| 4. | 0% - 34% black equity ownership        | 0                              | 0                              |
| 5. | Specialised Entities                   | 10                             | 20                             |

### 3. PRINCIPLES

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

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

- 3.1.1.1 Deposed and signed in the presence of the Commissioner of Oaths (Certified true copy not acceptable)
- 3.1.1.2 Does not contradict itself (% black ownership matches compliance level)
- 3.1.1.3 Commissioner of Oaths credentials and signature are reflected.

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

##### 3.1.3 An entity submitting an unincorporated Joint Venture / Consortium must attach a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.

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

#### 3.2 Local content and production

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

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

3.2.2 The bidder shall submit with the Bid documents a completed Annexure C, D & E and an Exemption letter from the dtic and a letter from the manufacturer.

#### 3.3. Locality

3.3.1 The bidder must submit the municipality bill/local councillor letter (must be not be older than 3 months).

3.3.2 In an event where the bidder is the lessee, the municipality bill and the lease agreement must be submitted.

3.3.3 In an event where the bidder owns the property, the municipality bill must be in the name of the owner of the property.

#### 3.3 Sub-Contracting

3.3.1 It is a requirement of Armscor that subcontracting must be considered by a bidder. Therefore, where a contract from R10 000 000 (million) and above is awarded, Armscor shall endeavour to advance designated groups where applicable.

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

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

#### 3.4 Ownership

3.4.1 In accordance with the provisions of the Defence Sector Code, it is a requirement of Armscor that all suppliers that do business with Armscor should achieve at least 35% black equity ownership and will be included as a bid condition where applicable.

**3.5 Verification of bidders information**

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

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

|                                                   |   |                                       |                                     |
|---------------------------------------------------|---|---------------------------------------|-------------------------------------|
| Name of the Bidder                                |   |                                       |                                     |
| Registration Number                               |   |                                       |                                     |
| Financial Year End                                |   |                                       |                                     |
| Turnover<br>(As at the latest financial year end) | R | Period Starting<br>(Day, Month, Year) | Period Ending<br>(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 State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

- 2.2.1 If so, furnish particulars:

.....

.....

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

- 2.3.1 If so, furnish particulars:

.....

.....

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

**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 \_\_\_\_\_

SIGNATURES OF BIDDER(S)

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 –<br><br>(a) who are citizens of the Republic of South Africa by birth or descent; or<br>(b) who became citizens of the Republic of South Africa by naturalisation-<br>i. before 27 April 1994; or<br>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:<br>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;<br>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;<br>(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;<br>(d) Black people living in rural and under developed areas;<br>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;" |

# ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of \_\_\_\_\_, the annual Total Revenue was R5,000,000.00 (Five Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

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

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

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

| Commissioner of Oaths     | Deponent  |
|---------------------------|-----------|
| Credentials and Signature |           |
|                           | Signature |
| Date                      | Date      |

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

I, the undersigned,

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

3. I hereby declare under Oath that:

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

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

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

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

| Commissioner of Oaths     | Deponent  |
|---------------------------|-----------|
| Credentials and Signature |           |
|                           | Signature |
| Date                      | Date      |

## ANNEXURE 1 TO KD25

|                                                                                                                                                                                                                     |                                                                                      |               |                                                                          |                                                          |                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------|----------------------------------------------------------|---------------------------------------------------------------------------------------|
| <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>                                                                                                                                         |                                                                                      |               |                                                                          |                                                          |                                                                                       |
| ARMSCOR BID BOX VISITORS ENTRANCE (BLOCK 8),<br>370 NOSSOB STREET,                                                                                                                                                  |                                                                                      |               |                                                                          |                                                          |                                                                                       |
| <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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |               | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                                                          | (TICK APPLICABLE BOX]<br><br><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<br>(IF YES ENCLOSE PROOF)   |               | 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 |                                                                                       |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. |                                                                                      |               |                                                                          |                                                          |                                                                                       |

ANNEXURE 1 TO KD25

|                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <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/2024/11**

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

### **THE PROCUREMENT AND DELIVERY OF ONE NEW SUBMERSIBLE DEWATERING PUMP FOR ARMSCOR DOCKYARD IN SIMONS TOWN**

---

**SUMMARY: THIS DOCUMENT DEPICTS THE REQUIREMENT FOR THE  
PROCUREMENT AND DELIVERY ONE NEW VERTICAL SUBMERSIBLE  
DEWATERING FOR ARMSCOR DOCKYARD, SIMON'S TOWN**

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**DATE OF ISSUE : 10 FEBRUARY 2025**

| AMENDMENT HISTORY |          |               |
|-------------------|----------|---------------|
| DOCUMENT<br>ISSUE | DATE     | CHECKED<br>BY |
| 01                | FEBRUARY | MR R SANTOS   |
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| COPY NUMBER       | DISTRIBUTION                                         |
| 01 (Master Copy)  | Mr J Relihan Armcor Dockyard Procurement Secretariat |
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|                   |                                                      |

## 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 one new submersible dewatering pump 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-POL-9040                     | SCM Policy Issue 002                                                                                                                            |
| 3  | A-DOC-9046                     | Terms of Reference for the Bid Specification Committee                                                                                          |
| 4  | A-DOC-9045                     | Terms of Reference for the Bid Evaluation Committee                                                                                             |
| 5  | A-PRAC-4011                    | B-BBEE Practice, Issue 007                                                                                                                      |
| 6  | Signed URS dated (09 Dec 2024) | User Requirement Specification for the dewatering pump                                                                                          |
| 7  | Occupational health and Safety | Occupational health and Safety Act 85 of 1993 and General Safety Regulations section 2                                                          |
| 8  | A-STD-0010                     | Rules Applicable to prospective Contractors, Issue 2, 21 April 2014.                                                                            |
| 9  | A-STD-0020                     | Armscor's General Conditions of Contract, Issue: 005, 22 June 2022.                                                                             |
| 10 | A-STD-61 Part 5                | Contract Conditions, Technical, Standard for Commercial Off-the-Shelf (COTS) Procurement                                                        |
| 11 | 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-TEMP-1019         | Technical Contract Conditions Compliance Statement Issue 1                   |
| 2  | A-GUID-1003         | Industry Guide for Defining the Bid Scope of Work Issue 2                    |
| 3  | AA-GUID-1014        | Critical Criteria Guideline                                                  |
| 4  | Act 5 of 2000       | Preferential Procurement Policy Framework Act (PPPFA) No.5                   |
| 5  | Act 52 of 2003      | Broad-Based Black Economic Empowerment Act, as amended                       |
| 6  | 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 are to be observed:

#### 3.1.1 Armscor Registration

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

#### 3.1.2 Communication

- 3.1.2.1 All communication with Armscor shall be made to: The Procurement Secretariat, **E-mail address:** DockyardBid-Enquiries@armscor.co.za.
- 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**

Partial Bids; Armscor shall only consider a bid for the total requirements. Partial bids shall not be considered. This excludes the special tools to be recommended by OEM or OEM accredited agent in this RFB.

### **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 DEWATERING PUMP**

**ANNEXURE C – PRICE SCHEDULE FOR DEWATERING PUMP SPARES**

**ANNEXURE D – 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:

**E-mail:** DockyardBid-Enquiries@armscor.co.za.

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 **20/02/2025 at 11:00 am**. Potential bidders are required to RSVP with: **E-mail:** DockyardBid-Enquiries@armscor.co.za no later than 19/02/2025.

### **3.5 Mandatory Requirements**

#### **3.5.1 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).**

3.5.1.1 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.

3.5.1.2. 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.

3.5.1.3. 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.

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

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

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

3.5.1.7 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. 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
- **BBBEE:** 20 points

### **4.3 Bid Evaluation Process**

Each received bid will be evaluated in three (3) stages. Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC 9046 and A-PROC-9053.

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

|                |                                                                                |
|----------------|--------------------------------------------------------------------------------|
| <b>STAGE 1</b> | <b>CRITICAL CRITERIA</b>                                                       |
| <b>STAGE 2</b> | <b>SPECIFIC GOALS</b>                                                          |
| <b>STAGE 3</b> | <b>PREFERENCE POINT SYSTEM (PPS)</b><br><b>80 (PRICE) / 20 (SPECIFIC GOAL)</b> |

**4.3.1.**

### STAGE 1: 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.

| <b>Criterion 1: Price Schedule</b>                                     |                                                                             |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <b><u>Requirement:</u></b>                                             | <b><u>Compliance Evidence:</u></b>                                          |
| The bidder shall complete in full the price schedule, Annexure B and C | The bidder shall submit the fully completed price schedule Annexure B and C |

| <b>Criterion 2: Technical Specification</b>                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>Requirement:</u></b>                                                                                                                                                                      | <b><u>Compliance Evidence:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| The Bidder shall supply a new submersible dewatering pump that conforms to the minimum technical specifications on paragraph 3.1.2, table 1 of the RFB, Annexure A (User Requirement Statement) | <p>The Bidder shall submit technical specification sheets and/or brochures/catalogues from OEM or OEM accredited agent confirming that:</p> <p>(a) The offered submersible dewatering pump conforms to all the mentioned parameters in paragraphs 3.1.2, table 1.</p> <p>OR</p> <p>(b) In the case where any of the technical specification elements as tabulated are not covered in the specification sheet and/or brochures/catalogues provided or has been superseded, the Bidder shall ensure that they provide a letter from the Original Equipment Manufacturer (OEM) or accredited agent confirming that the elements in (a) meet the specification or has been superseded.</p> |

#### 4.3.2. STAGE 2: SPECIFIC GOALS

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

**TABLE E: Advancement of BEE Compliant Suppliers**

| No | Advancement of BEE compliant suppliers | 90/10 preference points system | 80/20 preference points system |
|----|----------------------------------------|--------------------------------|--------------------------------|
| 1. | 100% black equity ownership            | 10                             | 20                             |
| 2. | 51% - 99% black equity ownership       | 8                              | 16                             |
| 3. | 35% - 50% black equity ownership       | 4                              | 8                              |
| 4. | 0% - 34% black equity ownership        | 0                              | 0                              |
| 5. | Specialised Entities                   | 10                             | 20                             |

#### Proof of compliance

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

Should the bidder fail to submit the evidence above, then the bidder shall score no points for Preference Point System (PPS).

#### **4.3.3. 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.

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

The applicable PPS points are:

|                        |                  |
|------------------------|------------------|
| <b>Price:</b>          | <b>80 points</b> |
| <b>Specific goals:</b> | <b>20 points</b> |

#### **4.4 Special Requirements**

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

##### **a) Black equity ownership**

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

##### **b) Paragraph 3.1.3 of the RFB, Annexure A**

#### **4.5 Additional Conditions**

In addition to Armscor's General Conditions of contracts: A-STD-0020, the successful Bidder/Supplier shall comply with the User Requirement Specification (URS) for the Dewatering Pump, as specified in Annexure A of this RFB.

### **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 one new submersible dewatering pump 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 a new submersible dewatering pump required for operational capabilities of the pump station which facilitates dockings and undocking's of SA Navy vessels inside the Drydock.

#### **5.4 Specification**

See Attached **ANNEXURE A - USER REQUIREMENT SPECIFICATION: SUBMERSIBLE DEWATERING PUMP - 7105-04-0TENDER 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.

## **USER REQUIREMENTS SPECIFICATION SUBMERSIBLE DEWATERING PUMP**

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**SUMMARY** : This specification document discusses the requirements that Bidders/Suppliers must comply with when supplying the Submersible Dewatering Pump to Armcor Dockyard in Simon's Town.

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**DOCUMENT NUMBER** : 7105-04-TENDER DOCS-URS  
**DATE OF APPROVAL OF THIS ISSUE** : 09 December 2024  
**ISSUE** : 002  
**KEYWORDS** : Supply, Training & Commissioning

## AMENDMENT HISTORY

| Doc Issue | Date           | Amendments                            | Doc change proposal No. | CM Conformance |          |
|-----------|----------------|---------------------------------------|-------------------------|----------------|----------|
|           |                |                                       |                         | Surname        | Initials |
| 001       | 15 – 11 – 2024 | Draft                                 | N/A                     | Khumalo        | K        |
| 001       | 15 – 11 – 2024 | 3.1.3, 3.1.4, 3.2, 3.3, 3.4.2 & 3.4.3 | N/A                     | Bechoo         | D        |
| 001       | 20 – 11 – 2024 | Release                               | N/A                     | Khumalo        | K        |
| 002       | 09 – 12 – 2024 | 3.1.2                                 | N/A                     | Khumalo        | K        |
|           |                |                                       |                         |                |          |
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# **1 INTRODUCTION**

## **1.1. Purpose**

This specification serves to document the requirements for the procurement of the submersible dewatering for Armscor Dockyard.

## **1.2. Background**

Armscor Dockyard provides docking and undocking services to the South African Navy as part of the upkeep and maintenance of their vessels. The Drydock and the Pump station are the key areas used for this purpose. The Pump station consists of two (2) main submersible dewatering pumps and two (2) submersible drainage pumps that are used to drain the dock during a docking and/or undocking procedure. The Drydock has a capacity of approximately 99 million litres with the dimensions; 231m – length, 36.58m – breath and 13.7m – depth. The dewatering pumps ensure that majority of the volume of water is drained out of the Drydock in a reasonable time in order to complete the docking procedure, once the water level on the drydock reaches 4m the dewatering pumps are turned off and the drainage pumps continue to drain the remainder of the water in order to avoid cavitation of the main dewatering pumps. It is imperative that the dewatering pumps be fully functional to ensure the availability of the drydock.

## **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 dewatering pumps.
- c. 'Commissioning', refers to any installations required and setting the dewatering pump to work, this must include installing all support structures, and training Armscor Dockyard personnel to operate and maintain the dewatering pumps.

## 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                              |
| APM                     | Armcor Project Manager               |
| ADY                     | Armcor Dockyard                      |
| NPSHA                   | Net Positive Suction Head - Absolute |
| NPSHR                   | Net Positive Suction Head - Required |

### 2.2. Reference Documents

- Occupational Health and Safety Act 85 of 1993
- The wiring of premises Part 1: Low Voltage Installations, SANS 10142-1

### **2.3. Reference Infrastructure** (Where relevant)

#### **2.3.1. Existing equipment**

| No | Make/Brand | Model | Serial number | Rated Power |
|----|------------|-------|---------------|-------------|
| 1  | ABS        | AFL   | 89P1831       | 350 kW      |
| 2  | SULZER     | AFLX  | 89P1827       | 350 kW      |

#### **2.3.2. Existing Infrastructure**

The existing infrastructure is called the pump sump and is only pertinent to the installation of the dewatering pump. Standardization of the pumps is empirical in order to eliminate dealing with various suppliers when procuring critical spares due to dissimilar pump brands. Having dissimilar pumps can also lead to major changes which can pose a risk to the Dock safety and availability; A change in pump designs will compel Armscor to redesign the layout of the pump sump and this should be avoided. In addition, procuring different pump models pose a risk of incompatibility with the existing set up. The procured dewatering pump need to be an exact model as the existing models in order to ensure compatibility and standardization with the existing set up (pumps, valves, piping, electrical controls, float switches, culverts, etc.). For critical pump dimensions see Appendix A.

### 3. REQUIREMENTS

The requirement is for a service provider to supply Armscor dockyard with one submersible dewatering pump. The dewatering pump shall be tested and inspected for compliance against the requirements below, before a COC is issued by Armscor Dockyard QAR and the payment is processed.

#### 3.1. Dewatering pump

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

- a. Supply and deliver one (1) new Sulzer/ABS dewatering pump to Armscor Dockyard,
- b. Supply and install 2x HO7RN8-F power supply cable & 1x HO7RN8-F auxiliary cable onto the dewatering pump,
- c. Supply and install zinc anodes onto the dewatering pump for cathodic protection,
- d. Provide training to Armscor dockyard personnel, and
- e. Supply and deliver spares for the dewatering pump as per paragraph 3.4.2, Table 2.

##### 3.1.2. Technical specifications

| Item No. | Technical Specifications   | Conformance                                                         |
|----------|----------------------------|---------------------------------------------------------------------|
| 1.       | Pump make:                 | Sulzer/ABS                                                          |
| 2.       | Model:                     | AFL 1203 M 3500/10-93 OR<br>AFLX 1203 PE3500/10<br>(Vertical model) |
| 3.       | Impeller diameter:         | 840 - 845mm                                                         |
| 4.       | Rated/Output Power         | 350kW                                                               |
| 5.       | Nominal/Discharge diameter | 1200mm                                                              |

Table 1: Technical Specifications

##### 3.1.3. Special Requirements

- a. The supply voltage in the electrical panel is 525V~ 50Hz. The service provider must ensure that the rated voltage of the AFL1203 m 3500/10-93 or AFLX 1203 pe3500/10 conforms to specifications stated above, and written on the pump's nameplate,
- b. The minimum head of the pump is 11.6m, the service provider should ensure that the supplied pump also conforms to this specification.
- c. Supply and deliver all special/non-standard tools. The list of the tools must be submitted with the bid and recommended by OEM or OEM accredited agent,
  - The tool list should be on a signed letter with the OEM or OEM accredited agent letter head or the special tools will be rejected by Armscor Dockyard.

- d. The bidder shall ensure that the supplied dewatering pump has the shaft and impeller material as follows (Refer to appendix B for raw data of the material);

- Shaft material: SAF 2205 Duplex Stainless Steel
- Impeller material: AISI 329 Duplex Stainless Steel

In the case that the OEM is not able to manufacture shaft and impeller in the materials stated above, the OEM should then use similar material or material with a high corrosion resistant to sea water at their discretion. Material specification sheet signed by the OEM to be delivered with the dewatering pump.

#### **3.1.4. Electrical cables**

Supply and install, 2x HO7RN8-F power supply cables & 1x HO7RN8-F auxiliary cable onto the pump

- a. Power supply cable - 120mm<sup>2</sup> x 4core flexible waterproof cable, 60m length each,
- b. Auxiliary cable - 2.5mm<sup>2</sup> x 12 core flexible waterproof cable, 60m length.

#### **3.1.5. Pump protection**

The dewatering pump should be equipped with protection that is compatible with the existing control panel. The supplied auxiliary cable is for the protection of the dewatering pump. The dewatering pump should be equipped with the following protection instrumentation;

Thermal switches for:

- a. Winding's temperature,
- b. Upper bearing temperature, and
- c. Lower bearing temperature.

**Note: Do not use PT 100 option, ideal option is a Bi-metallic switch e.g., Klixon**

Seal monitors for:

- a. Thermal chamber,
- b. Motor chamber, and
- c. Oil chamber.

The service provider must label the auxiliary cable wires such that each protection instrumentation can be identified.

The service provider should also ensure that the supplied dewatering pump is corrosion resistant to sea water by ensuring that the pump is fitted with zinc anodes at relevant/calculated spaces on the body of the pump and ensure that a corrosion resistant paint is applied to the

pump; preferable the 3-stage painting should be applied and have an epoxy-coating 200um finish.

Documentation with specifications of the protection switches/sensors, paint specification used, cables specification sheets and zinc anode material certificates must be submitted to Armscor Dockyard upon delivery.

### **3.2. Service plan and Warrantee**

One year guarantee and warranty from OEM.

### **3.3. Training**

The Service providers shall provide **theoretical and on job maintenance training** on SULZER dewatering pumps for 10 to 15 ADY personnel. All training shall take place onsite at Armscor Dockyard, Simons Town. Training syllabi shall be supplied and accepted by Armscor. Training manuals/material to be supplied in both soft and hardcopy.

**The training must include but not limited to the following:**

#### **3.3.1. Introduction to pumps**

This part of the training should include the following course content over the duration of minimum 2 days.

| <b>Day 1</b>         | <b>DAY 2</b>                               |
|----------------------|--------------------------------------------|
| Pump Types           | Pump Bearings Couplings and Seals Packages |
| Hydraulic Principles | Bearings Advanced I: Antifriction          |
| Curves and Tuning    | Bearings Advanced II: Hydrodynamic         |
| System Arrangement   | Mechanical seals basics                    |
| NPSH and Cavitation  | Mechanical seals support systems           |
| API 610 Essentials   | Mechanical seals failure examples          |

### 3.3.2. Pump maintenance and operations

This part of the training should include the following course content over the duration of minimum 1 day.

| Day 1                                              |
|----------------------------------------------------|
| Hydraulic and physical basics of centrifugal pumps |
| Lubrication and bearings                           |
| Single/multistage package design                   |
| Commissioning procedures                           |
| Start-up, operation and shutdown                   |
| Preventative maintenance tasks                     |
| Check lists for inspection                         |
| Operating faults, Root cause analysis (Checklists) |
| Mechanical seals and supply systems                |

### 3.3.3. Vibration Analysis

This part of the training should include the following course content over the duration of minimum 2 days.

- a. Theory and Fundamentals,
- b. Data collection and Analysis,
- c. Vibration Patterns and Fault Identification,
- d. Instrumentation and tools, and
- e. Practical application and hands-on.

The service provider shall indicate the training dates and durations (1 – 3 days) in which training shall take place. The on-the-job training for ADY personnel shall include the installation, commission and set to work of the SULZER dewatering pumps. The training must supplement comprehensive course material that must be provided to each trainee.

### **3.4. Logistic Support**

#### **3.4.1. Documentation**

The following documents shall accompany the delivery of the submersible dewatering pump, documents shall be in clear, grammatically correct English and in a lever arch file with an index as the list below; two hardcopies to be delivered:

- a. Maintenance schedule (if applicable),
- b. Technical specifications document,
- c. Installation manuals,
- d. Maintenance and/or commissioning manuals,
- e. Performance curves,
- f. Dimensional & sectional drawings,
- g. Warranty and guarantee documents,
- h. Critical Spares List (must include part name, part number and short description),
- i. Maintenance and/or commissioning manuals,
- j. Pump protection documentation (type of thermistor or sensor & part numbers),
- k. Supply & Auxillary cables specification sheets/technical documents,
- l. Anode's material certificate, and
- m. Paint specification details.
- n. Impeller and shaft material specifications

#### **3.4.2. Spares**

- a. The service provider shall supply and deliver all the spares listed on table 2 below, and
- b. The service provider shall supply and deliver all special/non-standard tools required for the servicing and maintenance of the dewatering pump (Also see paragraph 3.1.3 b). If not applicable then the supplier must state it formally.

**Table 2: Spares List**

| Item | Unit | Quantity | Part Number | Description                   |
|------|------|----------|-------------|-------------------------------|
| 1    | Each | 3        | 11100062    | Mechanical Seal 110mm C-Cr    |
| 2    | Each | 3        | 11110053    | Mechanical Seal 110mm SiC-SiC |
| 3    | Each | 3        | KIT         | O-Ring Kit                    |
| 4    | Each | 3        | 42130456    | Seal-Probe                    |
| 5    | Each | 3        | 42130453    | Seal-Probe                    |
| 6    | Each | 3        | 42130453    | Seal-Probe                    |
| 7    | Each | 3        | 11020045    | Angular Ball Bearing          |
| 8    | Each | 3        | 11020044    | Angular Ball Bearing          |
| 9    | Each | 3        | 12120029    | Temperature Control Device    |
| 10   | Each | 3        | 12120031    | Temperature Control Device    |
| 11   | Each | 3        | 11010061    | Radial Roller Bearing         |

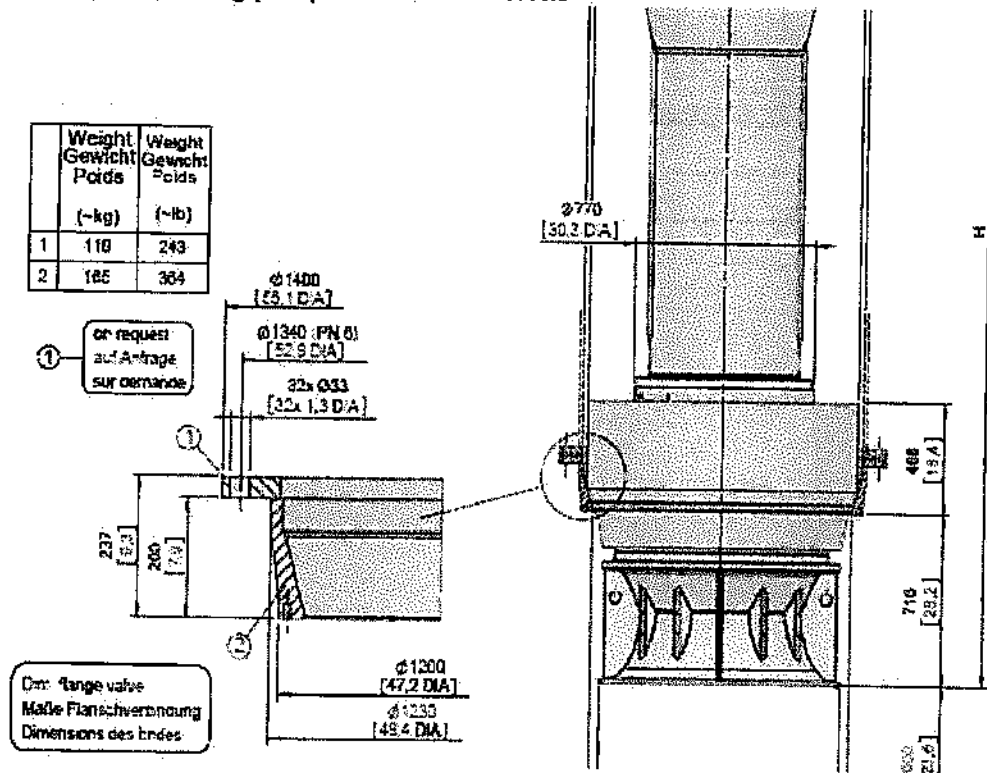
#### 4. PRICING AND DELIVERABLES

The price breakdown schedule (Annexure B) will be provided for this tender in order to establish costs per line item. Any line item that comes standard from OEM, will not be supplied on the order or if supplied as a free of charge item should be indicated as R0 on the price breakdown schedule with the comments as follows;

- a. Item is standard when buying the pump and has no additional cost: R0, STD
- b. Item will not be supplied: R0, Not supplied
- c. Item is free of charge: R0, Free

## APPENDIX A

Figure 1: Dewatering pump critical dimensions



## APPENDIX B

Figure 2: IMPELLER MATERIAL RAW DATA

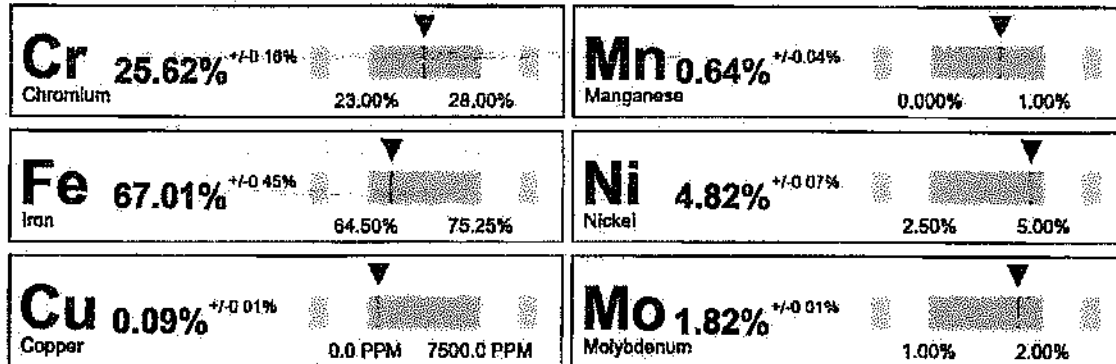
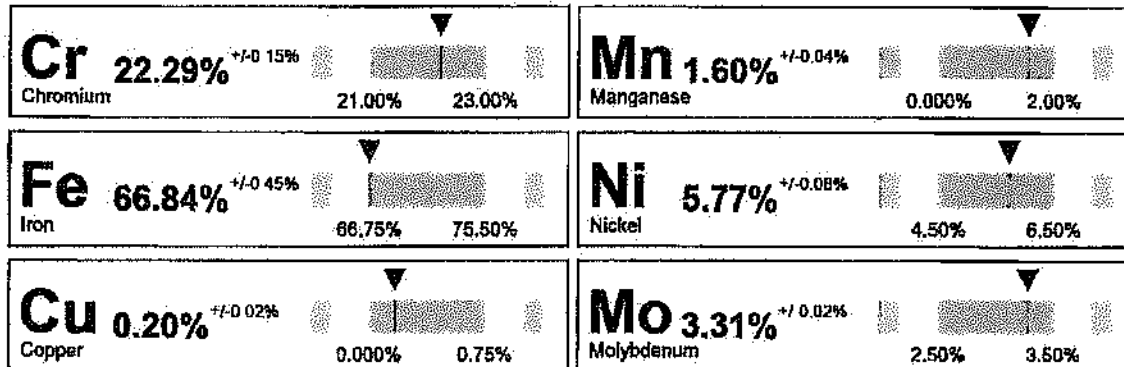


Figure 3: SHAFT MATERIAL RAW DATA



## ANNEXURE B

| ITEM No.                               | DESCRIPTION                                                                                       | QTY | UNIT PRICE IN FOREIGN CURRENCY | UNIT PRICE IN SA CURRENCY | SUBTOTAL (QTY X Unit Price) |
|----------------------------------------|---------------------------------------------------------------------------------------------------|-----|--------------------------------|---------------------------|-----------------------------|
| 1.                                     | Supply and deliver 1x new submersible dewatering pump to Armscor Dockyard as per RFB ANNEXURE A.  | 1   |                                |                           |                             |
| 2.                                     | Supply and install 2x new HO7RN-F power supply cables onto dewatering pump as per RFB ANNEXURE A. | 2   |                                |                           |                             |
| 3.                                     | Supply and install 1x new HO7RN-F auxiliary cable onto dewatering pump as per RFB ANNEXURE A.     | 1   |                                |                           |                             |
| 4.                                     | Supply and install new zinc Anodes onto dewatering pump as per RFB ANNEXURE A.                    | set |                                |                           |                             |
| 5.                                     | Pump painting according to corrosion protection specifications as per RFB annexure A.             | 1   |                                |                           |                             |
| 6.                                     | Provide training for 15 Armscor personnel                                                         | 15  |                                |                           |                             |
| <b>SUBTOTALS TOTAL (Excluding VAT)</b> |                                                                                                   |     |                                |                           |                             |

The Subtotals Total for the above table must be moved to the KD17 item 1.

## ANNEXURE C

| Item                                   | Unit | Quantity | Part Number | Description                | Unit Price in Foreign Currency | Unit Price in SA Currency | Subtotal (Qty x price) | Unit |
|----------------------------------------|------|----------|-------------|----------------------------|--------------------------------|---------------------------|------------------------|------|
| 1                                      | Each | 3        | 11100062    | Mechanical Seal 110mm C-Cr |                                |                           |                        |      |
| 2                                      | Each | 3        | 11110053    | Mechanical Seal 110mm SIC  |                                |                           |                        |      |
| 3                                      | Each | 3        | KIT         | O-Ring Kit                 |                                |                           |                        |      |
| 4                                      | Each | 3        | 42130456    | Seal-Probe                 |                                |                           |                        |      |
| 5                                      | Each | 3        | 42130453    | Seal-Probe                 |                                |                           |                        |      |
| 6                                      | Each | 3        | 42130453    | Seal-Probe                 |                                |                           |                        |      |
| 7                                      | Each | 3        | 11020045    | Angular Ball Bearing       |                                |                           |                        |      |
| 8                                      | Each | 3        | 11020044    | Angular Ball Bearing       |                                |                           |                        |      |
| 9                                      | Each | 3        | 12120029    | Temperature Control Device |                                |                           |                        |      |
| 10                                     | Each | 3        | 12120031    | Temperature Control Device |                                |                           |                        |      |
| 11                                     | Each | 3        | 11010061    | Radial Roller Bearing      |                                |                           |                        |      |
| <b>SUBTOTALS TOTAL (Excluding VAT)</b> |      |          |             |                            |                                |                           |                        |      |

The Subtotals Total for the above table must be moved to the KD17 item 2

# **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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## **1. DEFINITIONS**

In this agreement, unless the context indicates otherwise –

### **Contractor**

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

### **Employer**

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

### **Hazard**

Means a source of or exposure to danger;

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

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

### **Mandatory**

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

### **Safe**

means free from any hazard;

### **Workplace**

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

## **2. WARRANTY OF COMPLIANCE**

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

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

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

### **3. CONTRACTOR AS AN EMPLOYER**

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

### **4. ENVIRONMENTAL COMPLIANCE**

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

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

### **5. APPOINTMENTS AND TRAINING**

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

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

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

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

#### **6. SUPERVISION, DISCIPLINE AND REPORTING**

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

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

#### **7. ACCESS TO THE OHS ACT**

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

#### **8. CO-OPERATION**

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

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

## **9. WORK PROCEDURES**

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

## **10. HEALTH AND SAFETY MEETINGS**

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

## **11. COMPENSATION REGISTRATION**

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

## **12. MEDICAL EXAMINATIONS**

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

## **13. INCIDENT REPORTING AND INVESTIGATION**

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

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

#### **14. FIRE PRECAUTIONS AND FACILITIES**

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

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

Smoking is only to be permitted in designated smoking areas.

#### **15. HYGIENE AND HOUSEKEEPING**

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

#### **16. NO NUISANCE**

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

#### **17. INTOXICATION NOT ALLOWED**

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

#### **18. PERSONAL PROTECTIVE EQUIPMENT**

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

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

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

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

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

#### **20. QUALIFICATIONS**

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

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

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

#### **22. TRANSPORT**

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

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

#### **23. INDEMNITY**

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

#### **24. DURATION OF AGREEMENT**

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

#### **25. HEADINGS**

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

#### **26. COSTS**

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

**27. SIGNATURES**

**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. \_\_\_\_\_