

INVITATION TO BID

ARMD/2024/09

**BID DESCRIPTION: THE REFURBISHMENT AND UPGRADE THE CHEMICAL
CLEANING BAY**

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PROPRIETARY INFORMATION

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

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

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

RETURNABLE DOCUMENTS CHECKLIST

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

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

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

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

**REQUEST FOR BID: ARMD/2024/09 -THE REFURBISHMENT AND
UPGRADE THE CHEMICAL CLEANING BAY**

1. INSTRUCTIONS ON SUBMISSION OF BIDS

- 1.1 Bid Closing at **11:00 am** on **03/03/2025 (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.

BID AWARD RESULTS:

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

BIDDING STRUCTURE

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

Only fill the relevant category:

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

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

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

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

Declaration:

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

.....
Name

.....
ID number

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

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

I/We agree -

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

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

(no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

Complete registered:

Name of bidder:.....

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

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

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN SA CURRENCY	SUBTOTAL (QTY X Unit Price)
1	Price to provide PRELIMINARY AND GENERALS as per annexure B of the RFB document.	01			
2	Price for REFURBISHMENT OF THE CHEMICAL CLEANING BAY FACILITY INFRASTRUCTURE as per annexure B of the RFB document.	01			
3	Price to supply, install and commission the CHEMICAL CLEANING BAY SYSTEMS as per annexure B of the RFB document.	01			
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

1. Delivery address: Armscor Dockyard, Simon Town.
 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.

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**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 BIDS	ORGANIZATION	ORDER NO.	ITEMS PURCHASED	UNIT PRICE	MOTIVATION FOR PRICE DIFFERENCES

BIDDER:	
SURNAME AND INITIALS:	
DATE:	
SIGNATURE:	

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

SECURITY QUESTIONNAIRE ON THE IMPORTED CONTENT OF BIDS

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

1.1 COUNTRY OF ORIGIN:

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

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

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

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

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

1.4 NAME OF AGENTS RESPONSIBLE FOR SHIPPING AND CLEARANCE:

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

1.5 NAME OF BANK ARRANGING TRANSFER OF FUNDS OVERSEAS:

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

.../2

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

If yes:-

Item No. (s).

.....

.....

.....

.....

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

If Yes:-

Item No. (s).

Requirements

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

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

.....

NAME

.....

DATE

.....

BIDDER'S SIGNATURE

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

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

1. 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 | 80 |
| Specific Goals | 20 |
| Total points for Price and Specific Goals must not exceed | 100 |
- 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 (ii) Black owned Military Veterans entities or (iii) Black women owned entities or (iv) Black youth owned entities or (v) Entities owned by Black people living with disabilities or (vi) Entities owned by Black people living in rural areas or (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.	Below Level 3	0	0

TABLE C : Income Generation

	Income Generation, Disposal or Leasing of Assets 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 (As at the latest financial year end)	R	Period Starting (Day, Month, Year)	Period Ending (Day, Month, Year)

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

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

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

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

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

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

AUTHORISED SIGNATURE : Date:
Name in block letters :
Capacity :

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

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

3 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

**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 "Armiscor 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) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

ANNEXURE 1 TO KD24

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

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

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

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

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

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

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

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

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

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

WITNESSES:

1 _____

2 _____

SIGNATURES OF BIDDER(S)

DATE: _____

ADDRESS: _____

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

ANNEXURE 1 TO KD24

3. I hereby declare under Oath that:

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

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

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

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

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

Commissioner of Oaths	Deponent
Credentials and Signature	
	Signature
Date	Date

ANNEXURE 1 TO KD25

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

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:



RFB NUMBER: ARMD/2024/09

MRS: 7104-16-07-06-07

**THE REFURBISHMENT AND UPGRADE THE CHEMICAL CLEANING
BAY**

**SUMMARY: THIS DOCUMENT ESTABLISHES THE REQUIREMENTS FOR THE
PROCUREMENT OF SERVICES FOR THE REFURBISHMENT AND UPGRADE THE CHEMICAL
CLEANING BAY FOR ARMSCOR DOCKYARD SIMON'S TOWN**

DATE OF ISSUE : JANUARY 2025

AMENDMENT HISTORY		
DOCUMENT ISSUE	DATE	CHECKED BY
01	JANUARY 2025	MR JUSTICE RAMAKOKOVHU

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Mr J Relihan

Armstrong Dockyard Procurement Secretariat

DEFINITIONS

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

Client	ARMSCOR Dockyard
Contractor	The company contracted by ARMSCOR to supply as per 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 refurbishment and upgrade the chemical cleaning bay at ARMSCOR Dockyard, Simon's Town as set out in paragraph 5.4 in this document.

2. DOCUMENTS

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

2.1 Applicable Documents

No	Document No	Title
1	A-PROC-9053	Supplier Sourcing Procedure
2	A-DOC-9046	Terms of Reference for the Bid Specification Committee
3	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee
4	A-PRAC-4011	B-BBEE Practice, Issue 007
5	Signed URS Dated (28/01/2025)	User Requirement Statement for the Design to refurbish and Upgrade the Chemical Cleaning Bay for ARMSCOR dockyard in Simon's Town.
6	Occupational health and Safety	Occupational health and Safety Act 85 of 1993 and General Safety Regulations section 2
7	A-STD-0010	Rules Applicable to prospective Contractors, Issue 1, 21 April 2014.
8	A-STD-0020	Armscor's General Conditions of Contract, Issue: 004, 2022
9	PPPFA Regulation of 2022	Preferential Procurement Practise Regulations of 2022.
10	SCM Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations

2.2 REFERENCE DOCUMENTS

No	Document No	Title
1	A-STD-0061 Part 3	Contract Conditions, Technical, Standard for Non-complex Programmes
2	AA-GUID-1014	Critical Criteria Guideline
3	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) No.5
4	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
5	Defence Sector Code	Codes of Good Practice on Broad based Black Economic Empowerment as Gazetted
6	PPPFA Regulations of 2017	Preferential Procurement Regulations, 2017
7	Armcor Practice Note 1 of 2017	Preferential Procurement Regulations Practice Note 1 of 2017

3. BID REQUIREMENTS

3.1 General

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

3.1.1 Armcor Registration

In order to qualify as a potential supplier, prospective Bidders must be registered with Armcor 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

- a. All communication with Armcor shall be made to: The Procurement Secretariat, **E-mail address:** DockyardBid-Enquiries@armcor.co.za.
- b. The Bidder shall appoint a single person for communication with Armcor. Communication shall not take place via an agent or representative other than a fulltime employee of the Bidder.

- c. All enquiries regarding the RFB shall be directed to the Procurement Secretariat and the RFB reference number shall be used in all correspondence.
- d. No direct contact or communication with Armscor or the Department of Defence personnel shall be allowed, unless through formally arranged meetings or briefing sessions if and when required by the prospective Bidders.

3.1.3 Submission of Bids

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

3.1.4 Validity of Bids

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

3.1.5 Confidentiality of information

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

3.1.6 Submission of offer documentation

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

3.2 Minimum requirements

The following is the minimum prescribed requirements of the bid:

3.2.1 Covering letter

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

3.2.2 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.

3.2.3 The Bidder shall **demonstrate**, as part of their bid and with the necessary **evidence**, that they have the necessary resources and appropriate expertise to render the services 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 (in other words, any other source than the ARMSCOR website), they are requested to inform the following:

E-mail address: 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 bidder's conference shall be held at Armscor Dockyard, Simon's Town on 18/02/2025. Potential bidders are required to RSVP at: **E-mail address:** DockyardBid-Enquiries@armscor.co.za. no later than 17/02/2025.

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).

- a. 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.
- b. 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.

- c. 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.
- d. In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- e. In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.
- f. Tax compliance is done via e-filing on the SARS website www.sars.gov.za.
- g. 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 PROCESS

4.1. Bids received

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 are reflected in this RFB. Failure by a Bidder to comply with any single critical criterion will result in immediate elimination from the adjudication process.

Each received bid will be evaluated in 3-stages.

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

4.1.1 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.

Critical Criterion 1	
Requirement: CIDB registration: The bidder shall have a valid Construction Industry Development Board (CIDB) grading of at least 6ME or 6CE or higher.	Compliance Evidence: The bidder shall submit with the bid a valid CIDB registration letter/status indicating a unique CIDB CRS number. The bidder's registration must be valid 6ME or 6CE or higher at the closing date of the bid. If the bidder is a Joint Venture, then the bidders shall submit a combined valid CIDB registration letter/status indicating a unique CIDB CRS number(s). Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 6ME or 6CE or higher class of construction work or not lower than one level below the required grading designation in the class of works construction works under considerations and possess the required recognition status. 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6ME or 6CE or higher class of construction work or a value determined in accordance with Regulation 25 1 B) or 25 7 A) of the Construction Industry Development Regulations..
Critical Criterion 2	
Requirement: The bidder shall allocate a Professional Civil Engineer/Technologist or	Compliance Evidence: The bidder shall submit a valid ECSA registration certificate for the allocated Civil Engineer /Technologist or Mechanical

Professional Engineer/Technologist to lead the project:	Mechanical Engineer /Technologist
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4.1.2 Stage 2: Specific Goals

- a) Bid 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 Small Medium and Micro Enterprises (SMMEs), as detailed below.

No.	(i) Black owned entities	80/20 preference points system
1.	EMEs or QSEs entities which are 100% black owned	20
2.	EMEs or QSEs entities which are 51% - 99% black owned	16
3.	EMEs or QSEs entities which are 35% - 50% black owned	8
4.	EMEs or QSEs entities which are 0% - 34% black owned	0

- c) Specific Goals Points shall only be allocated to bidders that have complied with all the Critical Criteria
- d) **Evidence required:**
 - I. 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.
 - II. Should the bidder fail to submit the evidence above, then the bidder shall score no points for Specific Goals.

4.1.3 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:

Price: 80 points

B-BBEE Level: 20 points

4.2 Compliance of CIDB regulations

Bidders must take note of the CIDB Annexures A, B, C, F and G attached to the RFB and complete the relevant CIDB Annexures. Refer to RFB to Annexure D.

4.3 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.

4.4 ADDITIONAL CONDITIONS

In addition to Armscor's General Conditions of Contract A-STD-002020, the successful Bidder/Contractor shall comply with the User Requirement Statement (URS) as specified in Annexure A.

4.5 Qualifying Threshold

Not Applicable.

5. REQUIREMENT STATEMENT

5.1 Introduction

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

5.2 Purpose

The Purpose of this Request for Bid is to appoint a service provider/s to refurbish and upgrade the chemical cleaning bay for Armscor dockyard in Simon's Town as set out in paragraph 5.4 in this document.

5.3 Background

The Operations Division of Armscor dockyard has a requirement to refurbish and upgrade its industrial parts cleaning facility, the Chemical Cleaning Bay (CCB). The facility has been in operation for a number of years and over time the building structures have deteriorated and the cleaning systems have become inefficient and they pose a health and safety risk to the employees.

The CCB is used for surface preparation and parts cleaning of equipment installed on-board South African Navy's (SAN) vessels and for newly fabricated components. The parts are submerged in various chemical solutions without having to be fully disassembled. The equipment typically gets both organic and inorganic soil deposits from various lubricating oils, corroding metals, marine growth, manufacturing by-products and hard water.

5.4. SPECIFICATION

See Attached ANNEXURE A - USER REQUIREMENT STATEMENT: The Refurbishment and Upgrade the Chemical Cleaning Bay.

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 *Appendix B, 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

- 1.1. 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

- 1.2. 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.



MRS: 7104-16-07-06-07

ANNEXURE A: USER REQUIREMENT SPECIFICATION

THE REFURBISHMENT AND UPGRADE THE CHEMICAL CLEANING BAY

SUMMARY: THIS DOCUMENT ESTABLISHES THE USER REQUIREMENTS FOR THE REFURBISHMENT AND UPGRADE THE CHEMICAL CLEANING BAY FOR ARMSCOR DOCKYARD SIMON'S TOWN

DATE OF ORIGINAL ISSUE: JANUARY 2025

AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc change proposal No.	CM Conformance	
				Name	Initials
001	14/02/2022	Release	N/A	LUSASA	L
002	June 2022	Revised	N/A	LUSASA	L
003	August 2023	Revised	N/A	MAMBUMBU	Z

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1. SCOPE

1.1. INTRODUCTION

The Operations Division of Armscor dockyard has a requirement to refurbish and upgrade its industrial parts cleaning facility, the Chemical Cleaning Bay (CCB). The facility has been in operation for a number of years and over time the building structures have deteriorated and the cleaning systems have become inefficient and they pose a health and safety risk to the employees.

1.2. BACKGROUND

The CCB is used for surface preparation and parts cleaning of equipment installed on-board the South African Navy's (SAN) vessels and for newly fabricated components. The parts are submerged in various chemical solutions without having to be fully disassembled. The equipment typically gets both organic and inorganic soil deposits from various lubricating oils, corroding metals, marine growth, manufacturing by-products and hard water. The parts cleaning and surface preparation process usually involves degreasing with a high pressure washer, immersion of the parts in paint stripper, immersion of the parts in acid and rinsing with high pressure washer. The chemicals utilised in the cleaning bay give off toxic vapours which are hazardous to employee health when exposed for prolonged periods of time. These chemicals also have an adverse impact on the environment.

2. ABBREVIATIONS, APPLICABLE DOCUMENTS AND REFERENCE DOCUMENTS

2.1. ABBREVIATIONS

Table 1: Abbreviations

Abbreviation & Acronyms	Descriptions
AC	Alternating Current
API	American Petroleum Institute
B	Breadth
CCB	Chemical Cleaning Bay
CO	Carbon monoxide
CO2	Carbon dioxide

Cl	Chlorine
Cl ₂	Chlorine dioxide
GEV	General Exhaust Ventilation
H	Height
HCL	Hydrochloric acid
Hz	Hertz
H ₂ S	Hydrogen sulphide
IP	Ingress Protection
ISO	International Standards Organisation
KHz	Kilohertz
KW	Kilowatt
L	Length
m	Meters
m ³	Cubic meters
NH ₃	Ammonia
NO ₂	Nitrogen dioxide
O ₂	Oxygen
PH	Phase
PPM	Parts Per Million
SANS	South African National Standard
SAN	South African Navy
SO ₂	Sulphur dioxide
V	Volts
VOCs	Volatile Organic Compounds

2.2. APPLICABLE DOCUMENTS

- a. Occupational Health and Safety Act No 85 of 1993.
- b. OHASA ACT Agreement.
- c. SANS 1200: Standardized specification for civil engineering construction: Part A General.
- d. SANS 10400: The application of the National Building Regulations.
- e. ISO 11014:2009 Safety data sheet for chemical products - Content and order of sections.
- f. National Environmental Management Waste Act No 59 of 2008: Chapter 4 & 7.
- g. Building Standards Act No 103 of 1977.
- h. Environmental Conservation Act No 73 of 1989: Part 3, 4 & 5.
- i. SANS 10400 of 2011: The application of the National Building Regulations Part T: Fire protection.
- j. Asbestos Regulations No.155 of 2002 South African Department of Labour Asbestos Regulations: Section 3, 6, 7, 11, 13 & 14.
- k. SANS 10142-1 of 2012: The Code of Practice for the Wiring of Premises: Section 2, 4, 5 & 6.

2.3. REFERENCE DOCUMENTS

- a. SANS 60204-1: Safety of Machinery, Electrical equipment on Industrial Machines.
- b. MIL-STD-1246C: Gross Cleaning Process.
- c. SANS 10131: Above ground storage tanks for petroleum products.
- d. API 650: Welded steel tanks for oil storage: Section 4, 5, 6, 7 & 8.
- e. SANS 10252-1:2012 Water supply and drainage for buildings Part 1: Water supply installations for buildings.
- f. SANS 10252-2:1993 Water supply and drainage for buildings Part 2: Drainage installations for buildings.
- g. SANS 7752-5: Lifting appliances – controls – layout and characteristics – part 5: overhead travelling cranes and portal bridges.
- h. SANS 7363: Cranes and lifting appliances – Technical characteristics and acceptance documents.
- i. SANS 4310: Cranes - Test code and procedures.
- j. Pickling line modelling for advance process monitoring and automation, Chapter 2.

3. HIGH LEVEL REQUIREMENT

- 3.1. The bidder shall attend bidder's conference at Armscor Dockyard.
- 3.2. The bidder shall refurbish facility and upgrade the chemical cleaning bay equipment.
- 3.3. The bidder shall submit with a bid 2 Costed Concept Designs of the chemical cleaning bay facility. The Chemical tanks, Showers and Industrial Ultrasonic Bathing, Extractor fans with ducting, the Crane shall be incorporated in the concept drawings.
- 3.4. Armscor Dockyard shall supply 4x existing solution immersion tanks that are currently used with a volume of 2.1m X 2.1m X 1.2m and preferred Bidder shall supply sediment strainers for the existing tanks.
- 3.5. Critical Design Review shall be conducted once the Purchase Order is placed.

4. REFURBISHMENT OF THE CHEMICAL CLEANING BAY FACILITY INFRASTRUCTURE

- 4.1. The refurbish chemical cleaning bay facility shall be done in accordance with the building regulations, (OHASA) 85 -1995, SANS 1200, SANS 10400 and SANS 10142-1 of 2012.
- 4.2. As part of the building refurbishment, the bidder shall replace or recondition the following building elements:
 - 4.2.1. Both entrances the south (2690mm x 4544mm) and west (4874mm x 4405mm) entrances shall be replaced with manually operated galvanised roller doors, which have wicket doors.
 - 4.2.2. The Bidder shall refurbish (scrub, clean and polish) the floor and drain trenches.
 - 4.2.3. The bidder shall remove all the floor tiles and replace them with 150mm x 150mm red quarry tiles.
 - 4.2.4. The Bidder shall replace all elements of the side walls from the brick wall to the roof. The cladding shall be replaced with nutec corrugated sheets.
 - 4.2.5. The Bidder shall replace roof trusses, bird proofing nets, roof drainage system.
 - 4.2.6. The roof panels shall be replaced with 3mm thick galvanised IBR sheets.
 - 4.2.7. The Bidder shall replace 8 (in number) weather louvres in the facility, with dimensions of (1130mm x 910mm). The replacement louvres shall be made of galvanised steel material with a minimum thickness of 3mm for the casings and blades.

- 4.2.8. The Bidder shall assess 3 axial inline extractor fans and the ducting stacks and shall give a quoted recommendation of whether to replace or recondition the extractor fans.
- 4.2.9. The Bidder shall replace all the lights in the building in order to achieve adequate lighting in the building.
- 4.2.10. The Bidder shall replace the entire compressed air system and integrate it with the existing compressed air system of the dockyard.
- 4.2.11. The Bidder shall drain out all the effluent in the effluent sump, clean and refurbish the effluent sump.
- 4.2.12. The Bidder shall replace the two extractor fans mounted on the roof.
- 4.2.13. The Bidder shall replace the 3 Ton Overhead Crane.
- 4.2.14. The Bidder shall install a Local Exhaust Ventilation (LEV) system fitted with extractor fans. The (LEV) shall have extraction hoods on all the dipping tanks.
- 4.2.15. The bidder shall completely replacement the electrical system; Cables, switches, conduit and plugs.

5. CHEMICAL CLEANING BAY SYSTEMS

5.1. THE BIDDER SHALL SUPPLY, SET TO WORK AND COMMISSION THE FOLLOWING CHEMICAL CLEANING BAY SYSTEMS:

- 5.1.1. Industrial ultrasonic bathing system.
- 5.1.2. Fixed Gas Monitoring System.
- 5.1.3. Material handling equipment.
- 5.1.4. Solvent Decarboniser Solution Immersion tanks/baths
- 5.1.5. Sediment Strainer for Hydrochloric Acid dipping tanks/baths.
- 5.1.6. Sediment Strainer for Solvent Decarbonise Solution dipping tanks/bath.
- 5.1.7. Industrial Safety Shower and Eyewash Stations.
- 5.1.8. Drainage and waste storage system.

5.2. INDUSTRIAL ULTRASONIC BATHING SYSTEM SPECIFICATION

- 5.2.1. The bidder shall supply, test and commission the industrialised ultrasonic bathing system (see figure 1 of appendix A for a concept).
- 5.2.2. The large ultrasonic cleaning bath is required for mixed batch general cleaning of components (suitable for all materials).

5.2.3. It shall be compatible with aqueous cleaning solutions.

5.2.4. It shall incorporate frequency sweep technology to ensure uniform and intense cavitation.

5.2.5. It shall incorporate an oil skimmer to extend the operating life of the cleaning fluid.

5.2.6. Technical Specifications:

5.2.6.1. Min internal dimensions 1500mm (L) X 1000mm (W) X 1000mm (H)

5.2.6.2. Power supply AC 380-415V, 50/60HZ 3 PH

5.2.6.3. Min tank capacity 1500 L.

5.2.6.4. Min ultrasonic power 8 KW PEAK

5.2.6.5. Operating frequency 25-45 kHz.

5.3. FIXED GAS MONITORING SYSTEM SPECIFICATION

5.3.1. The contractor shall supply, install, test and commission a permanently fixed gas monitoring system which will be compatible with the cleaning system facility to monitor Volatile Organic Compounds (VOCs) in the building.

5.3.2. The detecting devices of the system shall be strategically positioned to monitor the entire building.

5.3.3. The detecting devices and connecting fixtures for the system shall be made of a material that will be resistant to the corrosive atmosphere of the facility.

5.3.4. The system shall be electrically powered.

5.3.5. The system shall meet the critical functionality requirements set out in the table below:

Functionality Requirements		
Description	Gas	Range
Gas Types	Combustible / Flammable	0-100%
	Oxygen (O ₂)	At-least 0-25% Vol
	Carbon monoxide (CO)	0-2000 ppm
	Hydrogen sulphide (H ₂ S)	0-100 ppm
	Sulphur dioxide (SO ₂)	At-least 0-20 ppm
	Chlorine (Cl ₂)	At-least 0-5 ppm

	Ammonia (NH ₃)	0-100ppm
	Nitrogen dioxide (NO ₂)	At-least 0-20 ppm
	Chlorine dioxide (Cl ₂)	0-1 ppm
	Carbon dioxide (CO ₂)	At-least 0-10% Vol
	VOC	At-least 0-1000 ppm
Audible alarm	Max 95 dB, ±10 % tolerance	
Temperature	-20 °C to +55 °C	
Humidity	15-90%	
Ingress protection	IP65	
Certification	Zones 1 and 2 Gas Class 1 and 2	

5.4. MATERIAL HANDLING EQUIPMENT SPECIFICATION

- 5.4.1. The Bidder shall supply test and commission the material handling equipment for chemical cleaning bay.
- 5.4.2. Material handling equipment shall be appropriate for height to decant chemicals into dipping tanks (replenishment).
- 5.4.3. The equipment shall be capable of handling a minimum weight of 300kgs drum.
- 5.4.4. The equipment shall be hydraulically operated and be mobile (see figure 3 of appendix A for a concept).

5.5. SOLVENT DECARBONISER SOLUTION IMMERSION TANK SPECIFICATION

- 5.5.1. The bidder shall supply and commission 1x solvent decarboniser solution dipping tank with a sediment strainer.
- 5.5.2. The tanks design shall comply with provisions of SANS 10131 and API 650 section 4, 5, 6, 7, & 8.
- 5.5.3. Tanks shall be manufactured from carbon steel and the insides shall be bare metal and shall have a protective external coating which shall be suitable for the operating environment.
- 5.5.4. The tank shall have a volume of (length 5m x width 1.3m x height 1.5m) ± 5%.
- 5.5.5. The tank shall support chemical solution and material handling equipment including 80% of the existing crane SWL.

- 5.5.6. The tank shall come fitted with lightweight mechanically operated covers.
- 5.5.7. The tank shall be clearly marked to indicate process stage, contents and fill line.
- 5.5.8. The sediment strainer shall be designed for sitting at the bottom of the tank to prevent paint and pieces or removed soils from settling on the base of the tank. It shall be designed in a way that will make its removal from the tank and cleaning easy for the operators. It shall be capable holding the mass of the immersed objects and shall be manufactured from a material that will be resistant to corrosion by the tank solution.
- 5.5.9. The tank shall be fitted with 250mm high legs.
- 5.5.10. The tank shall be fitted with the following monitoring and control devices:
 - 5.5.10.1. Level indicator.
 - 5.5.10.2. Drain valve.

5.6. 5.6.SEDIMENT STRAINERS FOR SOLVENT DECARBONISER DIPPING TANKS/BATHS

- 5.6.1. Armscor Dockyard shall supply 2x solvent decarboniser solution immersion tanks with a volume of 2.1m X 2.1m X 1.2m.
- 5.6.2. The bidder shall supply sediment strainers to suit the existing tanks. The sediment strainer shall be designed for sitting at the bottom of the tank to prevent paint and pieces or removed soils from settling on the base of the tank.
- 5.6.3. The sediment strainer shall be designed and manufactured in a way that it is easy to be removed from the tank for cleaning purposes.
- 5.6.4. The sediment strainer shall be capable of holding 60kg mass of the immersed objects and shall be manufactured from a material that will be resistant to corrosion by the tank solution.
- 5.6.5. The bidder shall provide and fit lightweight mechanically operated covers to the two tanks.
- 5.6.6. The tank must be able to support tank solution and material handling equipment including 80% of the existing crane SWL.
- 5.6.7. The tanks shall be clearly marked to indicate process stage, contents and fill line.

5.7. SEDIMENT STRAINERS FOR HYDROCHLORIC ACID SOLUTION DIPPING TANKS/BATHS SPECIFICATION

- 5.7.1. Armscor Dockyard shall supply the 2x hydrochloric solution immersion tanks that are currently being used with a volume of 2.1m X 2.1m X 1.2m.
- 5.7.2. The bidder shall design and manufacture sediment strainers for the existing tanks.
- 5.7.3. The sediment strainer shall be designed for sitting at the bottom of the tank to prevent paint and pieces or removed soils from settling on the base of the tank.
- 5.7.4. The sediment strainer shall be designed in a way that it will be easy to remove from the tank for cleaning purposes. It shall be capable of holding the mass of the immersed objects and shall be manufactured from a material that will be resistant to corrosion by the tank solution.
- 5.7.5. The bidder shall provide and fit lightweight mechanically operated covers to the two tanks.

5.8. INDUSTRIAL SAFETY SHOWER AND EYEWASH STATION SPECIFICATION

- 5.8.1. The bidder shall supply, test and commission safety showers with eye wash stations at strategic locations in the plant (see figure 2 of appendix A for a concept). The showers shall meet the following minimum requirements:
- 5.8.2. The contractor shall supply a minimum of two (2) safety showers with eye wash stations.
- 5.8.3. The showers shall be a double column, foot and hand operated.
- 5.8.4. The showers shall be equipped with a foot operated eye wash station.
- 5.8.5. The showers shall be manufactured from stainless steel material.
- 5.8.6. The showers shall be floor mounted.
- 5.8.7. The showers shall have dimensions as follows;

- 5.8.7.1. Height: 2015mm
- 5.8.7.2. Width: 710mm
- 5.8.7.3. Depth: 800mm

5.9. DRAINAGE AND WASTE STORAGE SYSTEM SPECIFICATION

- 5.9.1. The bidder shall design, supply, test and commission a drainage and waste storage system which shall comply with provisions of the National Environmental Management Waste Act No 59 of 2008, the Environmental Conservation Act No 73 of 1989 and the Occupational Health and Safety Act No 85 of 1993.
- 5.9.2. The system shall be able to facilitate neutralisation of cleaning tank solutions waste either automatically or manually.
- 5.9.3. The system shall be capable of storing up to 50 cubic meters (50, 000 litres) of chemical liquid waste (storage tanks shall be limited to a maximum of three tanks of the equal size).
- 5.9.4. The storage tanks shall be manufactured from a suitable acid and paint stripper resistant material with a proven record for manufacturing of corrosive liquid storage tanks.
- 5.9.5. The system shall incorporate effluent from the high-pressure washing bay and spillages in the plant in general.

6. DESIGN PHASES

- 6.1. The preferred bidder shall go through Review Phases for concept selection, detailed design and other reviews and analysis of the facility and upgrade of the chemical cleaning systems.
- 6.2. Design Review Control Gates for Chemical Cleaning Bay are listed below:

Item	Type	Deliverable	Control Gates					
			IBR	SRR	FDR	DDR	TRR	FPR
1.		Explicit Deliverables						
1.1	Final	Training Plan		X			X	X
1.2	Final	System Documentation					X	X
2.		Implicit Deliverables						
2.1	Final	Technical Specification		X				X
2.2	Final	Detailed Design				X		X
2.3	Final	Test plan					X	
2.4	Final	Operational Test Procedures					X	

2.5	Final	Final Test Report					X	X	X
2.6	Final	Integrated Logistic Support Plan					X	X	X
2.7	Final	Reliable/Available/Maintainability Analysis					X	X	X
2.8	Final	Productivity Analysis					X	X	X
2.9	Final	Integrated Program Progress Report	X	X	X	X	X	X	X
3.		Internal Deliverables							
3.1	Interim	Configuration Management Plan	X						
3.2	Interim	Risk Management Plan	X						
3.3	Interim	Development Test Procedure					X		

IBR - Integrated Baseline Review
SRR - System Requirement Review
FDR - Functional Design Review
DDR - Detailed Design Review
TRR - Test Readiness Review
FPR - Final Program Review

7. DOCUMENTATION / DATA TO BE SUPPLIED WITH THE BID

- 7.1. All documents requested on the covering Armscor (i.e. KD reference numbers) documentation.
- 7.2. Detailed Project Schedule (bar chart or equivalent) for the execution of the contract. It must clearly indicate milestones / phases / deliverables.
- 7.3. A Bidder shall tailor a copy of A-STD-61 Part 6: Contract Conditions, Technical, and Standard for Maintenance Programs. Copies of this document can be obtained from Armscor's Configuration Centre or from the ARMSCOR Internet Web page: <http://www.Armscor.co.za/Downloads/>.
- 7.4. Cost breakdown structure showing:
 - 7.4.1. Milestone payments.
 - 7.4.2. Hardware / Material Costs.

- 7.5. Data sheet(s) for equipment offered that indicates compliance to construction and design in accordance to the relevant Standards listed in the supporting documents to this RFB. Any deviations from these Standards shall be clearly indicated as well as the limitations that will accrue as a consequence of such deviation(s).
- 7.6. Percentage (%) mark-up on materials and subcontractor costs (if applicable).
- 7.7. Labour types and cost breakdown (i.e. man-hour tariffs per category of labour).
- 7.8. A list of recommended special tools and a list of spares that should be carried to support / repair the system at an operational level for a period of 12 months.
- 7.9. Completed compliance statements as per Annexure A as attached to the RFB.
- 7.10. A list detailing to similar projects where work were successfully supplied and installed subject statutory requirements.

8. SUPPLEMENTARY CONTRACTUAL REQUIREMENTS

- 8.1. The project schedule must be calculated as accurately as possible in order to enable meaningful planning and control.
- 8.2. The names and a company CV for any proposed subcontractors (if applicable) to be used for local manufacturer / installation shall be submitted with the Bid to Armscor.
- 8.3. The system shall be handed over to Armscor complete in all respects with all fittings, equipment, accessories, tools and documentation described in or referred to in the Statement of Work (SOW) and RFB.
- 8.4. The contractor's project manager shall be responsible for the submission of status reports to the Armscor Project Manager reflecting the following:
 - 8.4.1. The technical progress made towards agreed milestones.
 - 8.4.2. Any anticipated delays in achieving milestones along with the corrective actions and schedule to bring delivery/completion back on schedule.
 - 8.4.3. Details of any anticipated problem areas.
 - 8.4.4. Corrective action to be taken to overcome actual problem areas.
 - 8.4.5. Delivery, installation, testing and payment status.

9. TECHNICAL EXPERTISE

- 9.1. 9.1. The bidder shall ensure that the designing, testing and commissioning of the chemical cleaning bay and its systems are carried out by qualified technical personnel. The Contractor shall provide proof of qualifications for personnel.

10. ACCEPTANCE CONDITIONS

- 10.1. Acceptance testing of the equipment and the installation shall be executed as agreed to the relevant approved test procedure as prepared by the Contractor.
- 10.2. All requests for inspection and acceptance shall be accompanied by a Certificate of Conformance stating that the specified contractual requirements have been met. Without this certificate, no acceptance or inspection will be performed. This certificate can be in a form of a signed letter with a company logo.
- 10.3. The Certificate of Conformance shall be signed by the Contractor's Project Manager and/or their Quality Manager.
- 10.4. The Armscor Quality Inspector will note the serial numbers of the Certificate of Conformance on his Inspection Release Certificate.
- 10.5. The installation activities shall conform to the requirements of Armscor/SA Navy Quality Control Requirements, A-STD-61 Part 6 (tailored) and the technical requirements for the installation of equipment as contained in the applicable SOW.
- 10.6. Acceptance of Installation shall be subject to the approval and acceptance of the documentation.
- 10.7. The equipment/material and completed installation shall conform to the requirements of the applicable Armscor Dockyard Specification(s) and the relevant manufacturer's specifications.
 - 10.7.1. Guarantees. The guarantee period shall only commence once the hardware has been installed and the installation signed off by the Bidders.
- 10.8. Responsibility for Acceptance
 - 10.8.1. For documentation, equipment and materials supplied / manufactured by the Contractor.
 - 10.8.2. Acceptance shall be performed by the Armscor Project Manager (APM) or his delegated representative and a representative of Armscor Quality personnel. Acceptance shall be performed i.a.w. A-STD-61 Part 6 (as tailored and agreed with Armscor) at the Armscor Dockyard
 - 10.8.3. Acceptance of hardware and other accessories will be done by visual inspection in conjunction with an inspection of documentation supplied by the offeror.
- 10.9. For Installation of hardware on the Chemical Cleaning Bay:

Acceptance shall be performed by the APM or his delegated representative, a representative of Armscor Quality and the appointed SA Navy personnel. Such

inspection shall be performed in accordance with A-STD-61 Part 6 (tailored) at the workshop during or after installation as required in the detailed plan and as specified in an approved Acceptance Test Procedure.

- 10.10. The system shall be handed over to Armscor complete in all respects with all fittings, equipment, accessories, tools and documentation described in or referred to in the Statement of Work (SOW) and RFB.

APPENDIX A

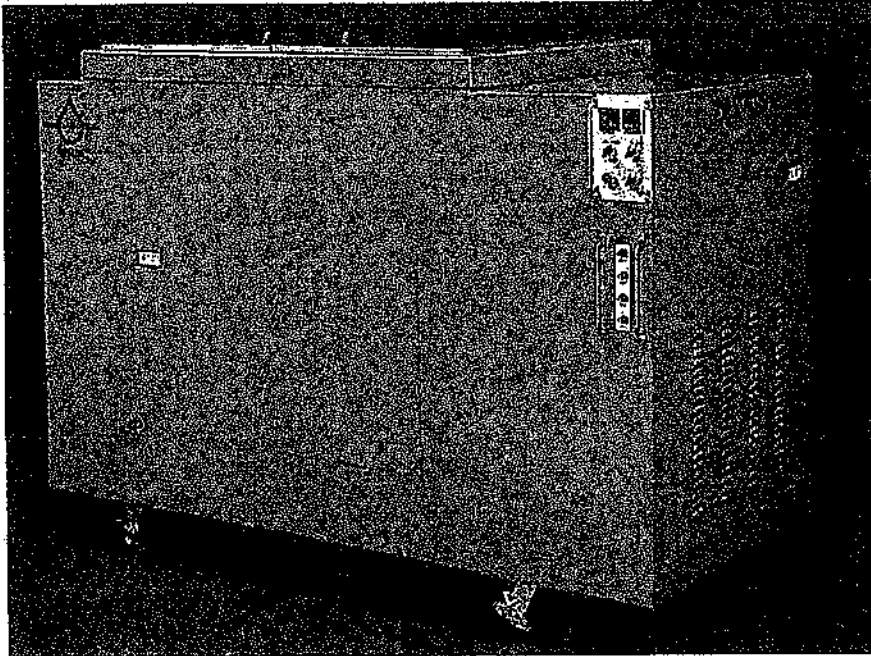


Figure 1: Industrial ultrasonic bath-concept.

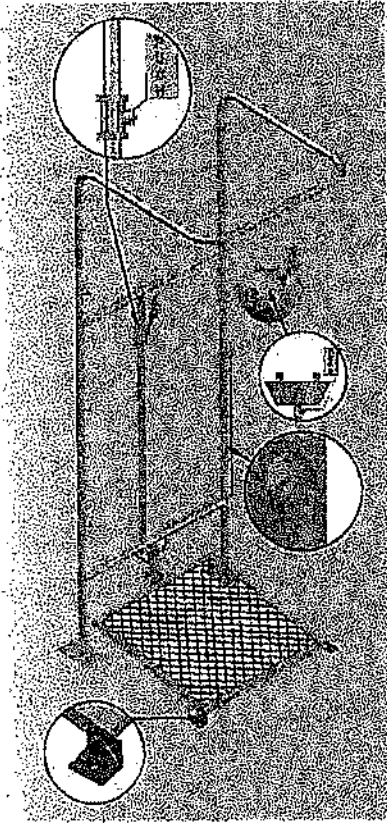


Figure 2: Safety shower- concept-

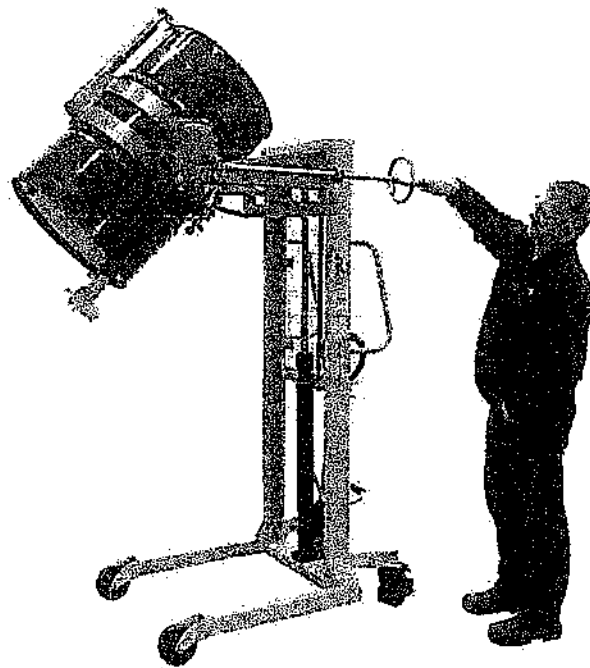
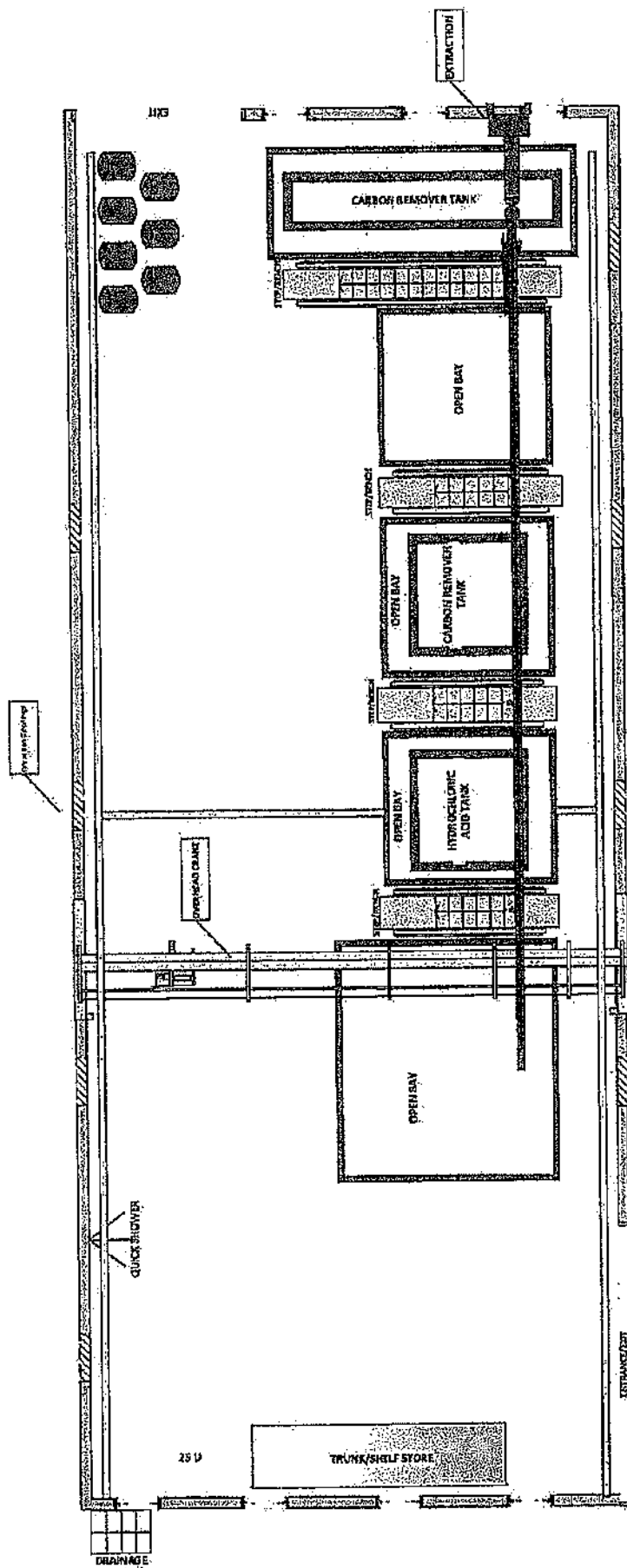


Figure 3: Material handling equipment-concept.

APPENDIX B



ANNEXURE B: BILL OF QUANTITIES



PROJECT: REFURBISHMENT AND UPGRADE OF THE CHEMICAL CLEANING BAY AT
ARMSCOR DOCKYARD
BILL OF QUANTITIES

1. SPECIFICATION AND BILL OF QUANTITIES

Notes:

- QTY = Quantity;
- Subtotal = QTY * Rate (Unit Price);
- M² = Square meters

ITEM #	AREA	DESCRIPTION	UNIT	QTY	RATE FOREIGN CURRENCY	RATE IN S.A. CURRENCY	SUBTOTAL
PRELIMINARY AND GENERALS							
1							
1.1	All	Provision for site establishment a) Container/s for storage all new materials; b) Site office and ablution facility; c) Workshop (if necessary); d) Change rooms; and e) All other required site facilities	Lump sum	1	Sum	Sum	
1.2	All	Provision for applicable insurances a) Material insurance cover; b) COVIDA submission; c) Public liability Cover (minimum R10 million); and d) Any other applicable cover/s.	Lump sum	1	Sum	Sum	
1.3	All	Provision for health and safety management. The provision must include: a) Preparation and maintenance of health and safety file; b) Preparation and submission of monthly safety reports to the appointed OHS agent; c) Incident investigation and reporting; and d) Any other safety requirement for the type of project under consideration.	Lump sum	1	Sum	Sum	
	All	Provision for Health and Safety Officer; a) Full-time Health and Safety Officer for the duration of the project.	Hour (h)				
1.4	All	Provision for waste removal and disposal (throughout the duration of the project. The client will not accept build-up of waste in the offices, corridors and construction site offices. Waste must be removed on daily basis. a) Waste Bins (Skips) b) Transportation	Lump sum	1	Sum	Sum	
1.5	All	Provision for Construction Project Manager: a) The bidder shall ensure that the designing, testing and commissioning of the chemical cleaning bay and its systems are carried out by qualified technical personnel. The Contractor shall	Hour (h)				

SUBTOTAL REFURBISHMENT OF THE CHEMICAL CLEANING BAY FACILITY INFRASTRUCTURE (EXCLUDING VAT)						
CHEMICAL CLEANING BAY SYSTEMS						
3	DESCRIPTION	UNIT	QTY	RATE FOREIGN CURRENCY	RATE IN S.A. CURRENCY	SUBTOTAL
3.1	The bidder shall supply, test and commission the industrialised ultrasonic bathing system. Refer to annexure A paragraph 5.2 for specification.	Item	1			
3.2	The bidder shall supply, install, test and commission a permanently fixed gas monitoring system which will be compatible with the cleaning system facility to monitor Volatile Organic Compounds (VOCs) in the building. Refer to annexure A paragraph 5.3 for specification.	Number (No)				
3.3	The Bidder shall supply test and commission the material handling equipment for chemical cleaning bay. Refer to annexure A paragraph 5.4 for specification.	Number (No)				
3.4	The bidder shall supply and commission solvent decarboniser solution dipping tank with a sediment strainer. Refer to annexure A paragraph 5.5 for specification.	Item	1			
3.5	The bidder shall design and manufacture and supply sediment strainers for all the standard size dipping tanks. Refer to annexure A paragraph 5.7 for specification.	Item	4			
3.6	The bidder shall supply, test and commission safety showers with eye wash stations at strategic locations in the plant. Refer to annexure A paragraph 5.8 for specification.	Item	2			
3.7	The bidder shall design, supply, test and commission a drainage and waste storage system which shall comply with provisions of the National Environmental Management Waste Act No 59 of 2008, the Environmental Conservation Act No 73 of 1989 and the Occupational Health and Safety Act No 85 of 1993. Refer to annexure A paragraph 5.9 for specification.	Number (No)				
SUBTOTAL CHEMICAL CLEANING BAY SYSTEMS (EXCLUDING VAT)						

2. SUMMARY OF BILL OF QUANTITIES AND TENDER PRICE OFFERED

ITEM	DESCRIPTION	SUBTOTAL
1	Preliminary & General	
2	Refurbishment of the chemical cleaning bay facility infrastructure	
3	Chemical cleaning bay systems	
	TOTAL (EXCLUDING VAT)	

Note: Transfer this TOTAL (EXCLUDING VAT) into the KD17 document – Price Table

3. IMPORTANT INFORMATION

3.1 The Bill of Quantity is re-measurable, therefore Armscor reserves the right to approve payment certificates based on the actual area covered using the approved rate.

3.2 The bidder shall ensure that all items in the Bill of Quantity are assigned a cost. If some items are not costed, Armscor will assume that all costs are included elsewhere in the offer and therefore expect that the successful bidder execute the work according to the approved technical specification.

3.3 Where a Ceiling Price has been provided in the Subtotal column, then the commencement of works shall be subject to an approved Work Authorisation (WA).

3.4 Ceiling Price is used where the exact scope of work is not determined and which is further subject to either a fixed hourly rate or actual costs of the contractor and a reasonable handling fee.

ANNEXURE C: 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. _____

ANNEXURE D: CIDB ANNEXURES

(ANNEXURE A, C, F & G)

CONSTRUCTION INDUSTRY DEVELOPMENT BOARD
STANDARD FOR UNIFORMITY IN ENGINEERING AND CONSTRUCTION
WORKS CONTRACTS

AUGUST 2019

- Annex A: Standard Tender Notice and Invitation to Tender
- Annex C: Standard Conditions of Tender
- Annex F: Record of Addenda to Tender Documents
- Annex G: Compulsory Enterprise Questionnaire

Annex A

Standard Tender Notice and Invitation to Tender

Armscor dockyard invites tenders for the appointment of a service provider to refurbish and upgrade the chemical cleaning bay in Simon's Town.
It is estimated that tenderers must have a cidb contractor grading of 6ME/ 6CE or higher.
Queries relating to the issue of these documents may be addressed to Ms. BambananiT, Tel No. +27 (021) 787 3149 E- Mail BambananiT@armscordy.co.za
A clarification meeting with representatives of the Employer will take place at Armscor dockyard, Simon's town, on the date(s) and time(s) stated on tender document (RFB), with reference to paragraph 3.4.
The closing time for receipt of tenders is as stated in tender document (KD17) page 2. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.
Tenders must only be submitted on the tender documentation that is issued.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:*
- 1) *A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
 - 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or

- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if:

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the

prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the

decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- Open and record tender offers received
- Determine whether or not tender offers are complete
- Determine whether or not tender offers are responsive
- Evaluate tender offers
- Determine if there are any grounds for disqualification
- Determine acceptability of preferred tenderer
- Prepare a tender evaluation report
- Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18. Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Annex F

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

Annex G

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships:

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners.

Section 6: Particulars of companies and close corporations:

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD4 Issued by National Treasury must be completed for each tender and be attached as a tender requirement.

Section 8: SBD 6 issued by National Treasury must be completed for each tender and be attached as a tender requirement.

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the employer to verify the tenderers tax clearance status from the South African Revenue Services that it is in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			