

**BID**

For

Sale of Beyond Economic Repair (BER) B-Vehicles, Various Defence
Equipment, and IT equipment in the Western Cape

By

Armaments Corporation of South Africa SOC Ltd
(Hereinafter referred to as Defence Disposal Solutions (DDS):
a Division of Business Enablement)

Company Reg No.: 1968/008611/30 VAT reg. no.: 4500101169

To

(Company Name)

.....
.....

Address.....

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

(Hereinafter referred to as the Bidder)

CLOSING TIME & DATE OF THE BID: 11:00 ON 25 OCTOBER 2024

1. **SUBMISSION OF BIDS**

Each bid must be submitted in a separate and sealed envelope, with the **NAME and ADDRESS OF THE BIDDER, THE BID NUMBER AND THE CLOSING DATE** distinctly printed thereupon. The bid must be directed to:

THE MANAGER
SCM SECRETARIAT
ARMSCOR
PRIVATE BAG X337
PRETORIA
0001
SOUTH AFRICA

And be posted to reach the destination not later than the time of closing, or is to be placed in the bidder box before the closing time at

THE VISITOR'S ENTRANCE
ARMSCOR BUILDING
C/O NOSSOB STREET AND DELMAS DRIVE
ERASMUS KLOOF EXTENSION 4
PRETORIA
SOUTH AFRICA

DDS accepts no responsibility for offer (s) not reaching the responsible official for any reason, and the bidder indemnifies DDS against any claim which he/she may institute on the basis hereof.

2. **CONDITIONS**

2.1. I/we agree that:

2.1.1. I/we receive this bid document on condition that the document shall not be retyped or reworded and will be submitted in this form;

2.1.2. bids may be submitted only on the official forms and may not be

qualified by my/our own conditions and, furthermore, that if I/we fail to comply with these requirements or do not expressly waive my/our own conditions, where such conditions are included in the bid, such actions may be detrimental to the bid or even invalidate it;

- 2.1.3. the offer made herein is irrevocable until after the lapse of the period of validity as mentioned in clause 12 and that the offer may be accepted by DDS during the period of validity;
- 2.1.4. this bid and the acceptance thereof is subject to the terms and provisions hereof and that I/we are fully acquainted with the same;
- 2.1.5. by signing this bid I/we bind myself/ourselves to a contract of purchase, and the bid document shall become the contract of purchase between myself/ourselves and DDS if accepted by DDS;
- 2.1.6. DDS may request from any bidder to submit an acceptable guarantee, as security for the fulfilment of liabilities, issued by a reputable financial institution, before a decision is made on the adjudication of the bid;
- 2.1.7. if this bid has not been signed by me/us, or if the bid document has not been completed in full, then the bid may be disregarded;
- 2.1.8. if I/we withdraw my/our bid within the validity period, or fail to perform under the contract when required, DDS may, in addition to any other steps that it may take, agree that I/we may withdraw my/our bid or cancel the contract between me/us and DDS, and that I/we shall in such an event compensate DDS for any losses suffered from having to accept a less favourable bid, or if other bids have to be invited, for those additional expenses incurred to invite new bids, and to compensate DDS or subsequently accept a less favourable bid.

Besides the rights reserved for DDS in this paragraph, DDS is furthermore entitled either to sell the goods concerned directly or to invite bids anew, in which case I/we shall be liable for compensating DDS on demand for the difference between my/our bided price and any less favourable bid price which may be accepted, or for the difference between my/our bided price and the price at which the goods are sold directly, plus any storage costs;

- 2.1.9. Neither party may cede, delegate, assign or transfer his rights or obligations under the bid to any other person without first obtaining the consent of the other party, which consent shall not be unreasonably withheld;
- 2.1.10. When the particulars of a bidder no longer correspond as on the closing date of the bid, or in the event of a take-over, deregistration, insolvency or liquidation of the business to which the bid was allotted, DDS may at its discretion decide to cancel this bid or to continue with any subsequent agreement, and DDS must be informed of all such changes in writing.
- 2.1.11. if my/our bid is accepted, I/we may be notified of such acceptance by post or by E-mail and that the Post Office be regarded as my/our agent and that the delivery of a notice of acceptance to the Post Office or E-mail address shall be regarded as delivery to me/us;
- 2.1.12. the law of the Republic of South Africa is applicable to any contract which will be established when my/our bid is accepted and that I/we choose the following domicilium citandi et executandi:

Full street address

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- 2.1.13. All bank costs or any other charges regarding the payment as indicated in clause 7 will be for the account of the bidder.
- 2.1.14. The only foreign currency that will be acceptable is United States Dollars (USD).
- 2.1.15. for bid comparison purposes the date of Rate of Exchange of foreign currency and South African Rand (ZAR) will be as on the closing date of bid.
- 2.2. Bidders should check the numbers of the pages and verify that none are missing or duplicated. No liability will be accepted for the fact that pages are missing or duplicated.
- 2.3. I/we acknowledge that DDS has made no warranties or representations in respect of the goods. In particular, I/we confirm that I/we have satisfied myself/ourselves of the presence, or not, of any hazardous material, or any other material, that may cause harm to any person coming into contact with such material.
- 2.3.1. The goods are sold "voetstoots" (as is). No claims will be considered by Armscor by virtue of incorrect description, quantity, inferior quality, condition, etc. Prospective Bidders are therefore advised to inspect the goods or have the goods inspected before the submission of bids. Time and place of viewing, (Clause 9) if and when applicable, of the lot(s) are indicated in the OFFER PARTICULARS (Clause 6). In the event of any discrepancy between the goods/products viewed and the bid documents, the bid documents will take preference.
- 2.3.2. The bidder shall not be exonerated from his liabilities in the event of the bidder not being able to obtain an export, import or any other permit in any country.

- 2.3.3. The bidder shall abide by all applicable requirements of NEMA (National Environmental Management Act 107 of 1998) and other applicable environmental legislations.
- 2.4. I/we confirm furthermore that I/we have satisfied myself/ourselves that my/our bid is correct in all respects and I/we accept that any mistakes regarding price(s) and calculation(s) will be my/our responsibility.
- 2.5. In all instances where an agent/authorised person bids on behalf of a Principal, the full name, work or home address of the principal must be furnished, in writing, in clause 9 below, as well as documentary proof of the agent/authorised person's appointment.
- 2.6. DDS is not obliged to accept the highest bid or any bid. DDS reserves the right to negotiate with any Bidder.
- 2.7. Bids are on a basis of receipt of goods at the place of viewing as indicated below and DDS does not accept any responsibility for packing or despatching any of the goods to the Bidder. The delivery basis is Ex-works, DOD facilities, Western Cape. The DDS/DOD personnel are under no obligation to load the vehicles on behalf of the bidders.
- 2.8. If the Bidder cannot personally take delivery of the goods, the bidder shall arrange that a representative does so on his/her behalf.
- 2.9. Annexures to this bid form an integral part thereof (if any).
- 2.10. The bidder shall be solely responsible for and indemnify DDS and the South African National Defence Force (SANDF) and hold DDS and the SANDF harmless against any losses, expenses, costs, damages, demand or claims arising from or in connection with illness or injury to or the death of any person and/or damage to the property of any persons, suffered or allegedly suffered in connection with or by reason or the use of any of the equipment/lots offered in this bid.

2.11. It should be noted that any bidder who has been found guilty of any transgression involving Armscor, SANDF bids and/or property, will be disqualified from participation in this bid.

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

2.13. **Controlled Items**

The B-vehicles, i.e. the SAMIL 20, 50, and 100 range of soft skinned vehicles are classified under Munitions List - ML 6 Ground Vehicles and related items, in terms of Government Gazette No. 35272.

At the point of change of ownership, the SAMIL B-vehicles shall be exempted from further controls in terms of the National Conventional Arms Control Act when the following have been removed or altered

- a. Removal of pneumatic tyre casings of a kind specifically designated to be bullet proof or to run when deflated.
- b. Removal of armoured protection of vital parts, e.g. fuel tanks or vehicles cabs.
- c. Removal of black-out lighting,
- d. Alteration of colour and markings used by the SANDF , e.g. , the painting of a white, red or orange diagonal defacing strip of approximately one metre wide on both sides of the vehicle.

3. **SPECIFIC GOALS**

3.1. The Preferential Procurement Policy Framework (Act No.5 of 2000) as amended is applicable to this tender.

3.1.1. Points shall be allocated in respect of specific goals, i.e. 80/20.

	Income Generation, Disposal or Leasing of Assets Advancement of South African Companies	80/20 preference points system
1.	Level 1	20
2.	Level 2	16
3.	Level 3	12
4.	Below level 3	0

Table 1: Specific Goals points

- 3.1.2. 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.
- 3.1.3. A bidder that fails to submit the Specific Goal: BBBEE Level criterion, as stipulated above, the bidder will score zero on preference points.
- 3.2. It should be noted that specific goals shall be taken into consideration for evaluation of bids.

Note: Specific goals were previously referred to as BBBEE points

4. SHE REQUIREMENTS

- 4.1. The successful bidder will comply or adhere to all applicable SHE requirements as follows:
- 4.1.1. The bidder must have implemented and maintained a SHE Management System that conforms to SANS 14001 and OHSAS 18001 standards. This must be relevant for the scope of this agreement with all applicable SHE legislations and regulations.
- 4.1.2. The bidder shall have all valid relevant SHE permits, licences and

certificates as prescribed by the applicable SHE statutory and regulatory requirements i.e. National Road Traffic Act, Occupational Health and Safety Act, National Environmental Management and Waste Acts.

4.1.3. It is the responsibility of the bidder to ensure that all their subcontractors comply with the above-mentioned requirements.

4.1.4. Contractor's employees to be provided with all applicable PPE

5. ITEMS ON TENDER

5.1. The tender lot as determined by Armscor DDS are as indicated in the table below:

NO.	LOT NO.	M-NUMBER	DESCRIPTION
1.	LOT W01	BKP 082 M	Fire Fighting Samil 20 MK1
2.	LOT W02	BDG 428M	Samil 20 MK1
3.	LOT W03		IT Equipment
4.	LOT W04		ILS Equipment

Table 2: Tender Lots

6. OFFER PARTICULARS:

NOTE: NO VAT TO BE INCLUDED IN BID AMOUNT

NO.	LOT NO.	M-NUMBER	DESCRIPTION	TOTAL OFFER PRICE
1.	LOT W01	BKP 082 M	Fire Fighting Samil 20 MK1	
2.	LOT W02	BDG 428M	Samil 20 MK1	
3.	LOT W03		IT Equipment	
4.	LOT W04		ILS Equipment	
TOTAL				

Table 3: Price offer

- 6.1. The evaluation and appointment of a preferred bidder will be based on the Offer Price and the Specific Goals points as indicated in Clause 3 above (i.e. 80/20 or 90/10)

7. INVOICING

- 7.1. Armscor will invoice the preferred bidder based the unit prices as offered by the bidder in Table 3.
- 7.2. The preferred bidder shall within 7 (seven) days after receipt of invoice, pay Armscor/DDS by way of electronic bank transfer the full amount. Notwithstanding the above, no equipment will be issued unless fully paid for. The successful bidder will be informed of the release of the goods by the SANDF after payment has been received.
- 7.3. The bidder agrees that after the lapse of the said 7 (seven) days and the necessary payment have been made to the satisfaction of DDS, the bidder shall take possession of the said goods and remove the same within 30 (thirty) days after having been notified as indicated in par 2.1.11 above. In the event that the bidder fails to take possession of the abovementioned goods and remove them, a further 14 (fourteen) days extension will be granted to the bidder, but in such a case the bidder shall be liable to pay DDS the amount of 1 (one) percent of the purchase price per day as pre-estimated and liquidated damages. In the event that the bidder fails to take possession of and remove the goods within 45 (forty five) days after the specified time, DDS shall have the right (without notice) to terminate the contract and withhold the full amount already paid as pre-estimated and liquidated damages suffered as a result of the bidders failure to perform in accordance with the terms and conditions of this agreement.

8. ENATIS REQUIREMENTS

- 8.1. Subsequent to the sale of the vehicles, the new owner will be issued with a Registration Certificate including a Notification of Change of Ownership (NCO) as required by the National Traffic Act, 1996.
- 8.2. The bidder shall be responsible for roadworthy test and to obtain a weighbridge certificate, at own costs.
- 8.3. During the process of registration, the new owner must produce the Weigh Bridge Certificate with the correct tare/weight and hand it over to the registration clerk, to cancel and to perform a data fix on the tare/weight, which will be appearing as 9999/99999 Kg on the Certificate of Registration.
- 8.4. Failure by the new owner to bring the tare/weight 9999/99999 Kg to the attention of the registration clerk, at the local licensing authority will result in penalties and a new license of registration (DISC) will not be issued to the owner until he/she or the company settles these penalties.
- 8.5. The SANDF will not be held responsible for any penalties due to negligence, which occurred as a result of the new owner failure to transfer the vehicle into his/her name.
- 8.6. All vehicles purchased will be **marked** on eNaTIS using the bidders chosen name within 21 days by the DOD/Armcor.

9. VIEWING

NB! VIEWING OF THE ABOVE WILL TAKE PLACE BY APPOINTMENT ONLY.

- 9.1. Prospective bidders will have an opportunity to view bid lots of the BER B-Vehicles on site

- 9.1.1. The bid lots will be made available for viewing on:

30 September 2024 and
01 to 04 October 2024,

From 10h00 to 14h00 at the:

NAVAL BASE WINGFIELD
JAKES GERWEL DRIVE
GOODWOOD
CAPE TOWN

Prospective Bidders may come during any of the proposed dates.

9.2 Proceedings during site viewing:

All bidders' representatives will be required to present their identification card/document prior to entering the DOD facility. All bidders' representatives will be required to sign a viewing attendance register.

Bidders shall ensure that they are at DOD Naval Base Wingfield gates at least 30 min ahead of the scheduled commencement time so that they can be escorted to the viewing site.

CONTACT PERSONS:

No	Name	TEL
1.	Glynn Fortuin	073 711 0923
2.	Lionel Davids	061 559 1973
3	Percy Mahlangu	071 211 2404

10. **PARTICULARS OF BIDDER****CAPACITY AND DETAILS OF AUTHORISATION BY VIRTUE OF WHICH THE BID IS SIGNED**

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.....

DATE OF AUTHORISATION

.....

NAME OF BIDDER (in block letters)

.....

POSTAL ADDRESS

.....

.....

.....

TELEPHONE NUMBER

.....

E MAIL ADDRESS

.....

11. **EVALUATION**

The evaluation of the Bid will consist of price offered and Specific goals.

The bid document will provide for specific goals in relation to the awarding of preference points in accordance with the Preferential Procurement Policy Framework (Act No.5 of 2000) as amended.

The formula below will be utilized:

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

Where

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

12. OFFER

- 12.1. I/we hereby offer to buy the goods or articles from DDS at the prices inserted in the applicable spaces provided in clause 6, in accordance with the terms and conditions contained in this bid. I/we confirm that I/we are acquainted with the conditions contained in clause 2.1. The offer is valid and irrevocable until 28 February 2025.
- 12.2. By signing this document, I/we furthermore confirm that I/we will adhere to the Occupational Health and Safety Act, Act 85 of 1993, in terms of section 10(4) in ensuring that the goods will comply to all prescribed requirements in ensuring that the goods will be safe and without risk to health when properly used, as well as all prescripts of the National Environmental Management: Waste Act, Act 59 of 2008 and all other relevant Environmental legislation that may be applicable in dealing with the goods.

SIGNED AT.....

ONDAY OF20....

.....
BIDDER/AUTHORIZED PERSON