ARMSCOR
Armaments Corporation of South Africa SOC Ltd

RFB NUMBER: ARMD/2026/02

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION EIGHT (8) 11 KILOVOLTS (KV) AND TWO (2) 6.6 KILOVOLTS (KV) VACUUM CIRCUIT BREAKERS AT ARMSCOR DOCKYARD SUBSTATIONS, SIMONSTOWN

SUMMARY: THIS DOCUMENT CONTAINS THE REQUIREMENT FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION EIGHT (8) 11 KILOVOLTS (KV) AND TWO (2) 6.6 KILOVOLTS (KV) VACUUM CIRCUIT BREAKERS AT ARMSCOR DOCKYARD SUBSTATIONS, SIMONSTOWN

Document Issue nr.: 01

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DEFINITIONS

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

Client	ARMSCOR Dockyard
Contractor/service provider	The company contracted by ARMSCOR to supply as per Specification
RFB	Request For Bid

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 to appoint a service provider to supply, install and commission eight 11 kV and 2 6.6 kV vacuum circuit breaker (VCB) for various substations at Armscor Dockyard, Simon's town

2 DOCUMENTS

Armscor documents are available on the Armscor Website https://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 Issue 001
2.	A-DOC-9046	Terms of Reference for the Bid Specification Committee issue 4
3.	A-DOC-9045	Terms of Reference for the Bid Evaluation Committee issue 4
4.	A-PRAC-4011	Practice For Transformation In Armscor, Issue 8.
5.	Signed URS Dated (17/09/2026)	User Requirement Statement for the appointment of a service provider to supply, install and commission eight (8) 11 kilovolts (kv) and two (2) 6.6 kilovolts (kv) vacuum circuit breakers at Armscor Dockyard substations, Simonstown).
6.	OHSA	Occupational Health and Safety Act no. 85 of 1993 and Regulations
7.	Broadcaster	Guideline issued on 10 May 2023: Specific Goals for the Awarding of preference points in Terms of the 2022 Preferential Procurement Regulations
8.	PPPFA Regulation of 2022	Preferential Procurement Practise Regulations of 2022.
9.	A-STD-0010	Rules Applicable To Prospective Contractors
10.	A-STD-0020	Armscor's General Conditions Of Contract

2.2 REFERENCE DOCUMENTS

No	Document No	Title
1.	A-TEMP-1019	Technical Contract Conditions Compliance Statement
2.	AA-GUID-1014	Critical Criteria Guideline
3.	Act 5 of 2000	Preferential Procurement Policy Framework Act (PPPFA) & Regulations
4.	Act 52 of 2003	Broad-Based Black Economic Empowerment Act, as amended
5.	PPPFA Regulations of 2017	Preferential Procurement Regulations, 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 are to be observed:

3.1.1 Armscor Registration

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

3.1.2 Communication

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

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

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 supply the product should he be awarded the contract.

Note: 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 any other bid notification service provider, 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 **COMPULSORY** bidder's conference shall be held at Armscor Dockyard, Simon's Town on 11/11/2026 at 11:00 am. Potential bidders are required to RSVP with **E-mail address:** DockyardBid-Enquiries@armscor.co.za, no later than 10/11/2026.

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

4.1 BID EVALUATION PROCESS

Received bids will be evaluated in 4-stages.
Bids received will be evaluated in accordance with an approved value model that was developed in accordance with A-DOC 9046 and A-PROC-9053.

The bids will be evaluated against the evaluation mandatory criteria that are reflected in this RFB. Failure by a bidder to comply with any of the single mandatory criterion will result in immediate elimination from the evaluation process.

STAGE 1	**MANDATORY (CRITICAL) CRITERIA**
STAGE 2	**FUNCTIONAL CRITERIA (IF APPLICABLE)**
STAGE 3	**PRICE AND SPECIFIC GOALS**
STAGE 4	**OBJECTIVE CRITERIA**

4.2 AWARDING OF BIDS

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

b. The applicable PPS points are:

Price: **80 points**
Specific Goals: **20 points**

4.3 STAGE1: MANDTORY (CRITICAL) CRITERIA

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

Criterion 1: Compulsory bidder's briefing session	
Requirement: The Bidder shall attend: a) the bidder's briefing and b) site inspection which will be held at Armscor Dockyard, Simon's Town.	**Compliance Evidence:** The Bidder shall complete and sign the attendance registers provided at: a) the bidders briefing and b) the site inspection.
Criterion 2: Compliance to Specification	
Requirement: The Bidder shall supply eight (8) 11kV and two (2) 6.6kv vacuum circuit breakers that conform to the minimum technical specifications: 11kV and 6.6kV vacuum circuit	**Compliance Evidence:** The Bidder shall submit supporting documents such as: technical specification datasheets/brochures/catalogues of the 11kV and 6.6kV vacuum circuit breakers from the OEM or OEM accredited service provider

breakers as specified in **ANNEXURE A - STATEMENT OF WORK, APPENDIX C, Table C9**.	confirming compliance to:11kV and 6.6kV vacuum circuit breakers specified in **ANNEXURE A - STATEMENT OF WORK, APPENDIX C, Table C9**. In the case where any of the specification elements as listed in **ANNEXURE A - STATEMENT OF WORK, APPENDIX C, Table C9** are not specified on the OEM official technical specification datasheets/brochures/catalogues or has been superseded, in addition to the technical specification data sheet and/or brochures/catalogues provided, the Bidder shall submit a letter from the Original Equipment Manufacturer (OEM) or accredited agent/supplier confirming by **listing those outstanding specifications** and providing their parameters, as called for in the **ANNEXURE A - STATEMENT OF WORK, APPENDIX C, Table C9**

Criterion 3: CIDB grading	
Requirement: The bidder shall be registered with the Construction and Industry Development Board (CIDB) as an electrical engineering works - infrastructure contractor grading designation of 4 EP 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 4 EP 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 4 EP 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 4 EP 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.

Criterion 4: Proof of previous experience	
Requirement: The Bidder shall have completed at least two installations and commissioning of minimum 11kV vacuum circuit breakers. The installations and commissioning should have been completed in the past ten years.	**Compliance Evidence:** The Bidder shall submit at least two (2) contactable client reference letters or completion certificates signed by the duly authorized client representative with contact details, confirming the following; (a) Name of the bidder. (b) That the bidder has completed an installation and commissioning of minimum 11kV vacuum circuit breakers. (c) Project completion date. (d) Client name, email address, client land number or client cell number. Should the completion certificate not indicate the installation and commissioning of minimum 11kV vacuum circuit breakers, then the bidder shall submit supporting documents, issued by the client, confirming installation and commissioning thereof .

4.4 STAGE 2 - FUNCTIONAL CRITERIA

Not applicable

4.5 STAGE 3: PRICE AND SPECIFIC GOALS

a) Bids that comply with all the Mandatory criteria shall be further evaluated in terms of the Specific Goals.
b) The Specific Goal applicable for this RFB is **Table 5 - Advancement of Local Content and Production - (AIR INSULATED MEDIUM VOLTAGE SWITCHGEAR PRODUCTS)**

No	Specific Goals for Procurement from Entities with local manufacturing capabilities for designated sectors	Points for 80/20 PPS
Designated Sectors		
1	Full compliance to the applicable minimum threshold for local content	10 points
2	Non-compliance to the applicable minimum threshold for local content	0 points
RDP Programme: Promotion of South African Owned Enterprises		
1	EME or QSE entities which are at least 51% owned by black people	2 points
2	EME or QSE entities which are at least 51% owned by black women	2 points
3	EME or QSE entities which are at least 51% owned by black youth	2 points
4	EME or QSE entities which are at least 51% owned by black military veterans	2 points
5	EME or QSE entities which are at least 51% owned by black people living with disabilities	2 points
Total Points Per PPS		**20 points**

Proof of compliance

Designated Sector: The bidder shall submit with the Bid documents a completed DTIC annexure C, D & E and an exemption letter from the DTIC. **Refer to RFB, Annexure D**.

Components and threshold content for Advancement of Local Content and Production for Air insulated medium voltage switchgear products:

Components	Stipulated minimum threshold local content
Switching Devices	5%

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

Should the bidder fail to submit the evidence above, then the bidder shall score no points for the Specific Goals of the PPS.

4.5.1 COMPLIANCE OF CIDB REGULATIONS:

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

4.6 STAGE3: 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**
Specific goals:	**20 points**

4.7 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.

4.8 ADDITIONAL CONDITIONS

In addition to Armscor's General Conditions of Contract: A-STD-0020, the successful Bidder/Supplier shall comply with the Statement of Work (SOW), the appointment of a service provider to supply, install and commission eight 11 kV AND 2 6.6 kV vacuum circuit breaker (VCB) for various substations at Armscor Dockyard, Simon's town as specified in **Annexure A.**

4.9 OBJECTIVE CRITERIA

a) Armscor will not award the bid or order to any bidder based on the proven poor record or poor performance of the bidder in previous projects within the Armscor.
b) Armscor will not award order or contract to the bidders who are blacklisted or restricted or have committed other acts of fraud and misrepresentation of facts e.g., tax compliance, company financials, etc. will be eliminated from the bid process.
c) Armscor reserve the right not to award this quotation to any bidder who fails the financial stability assessment.
d) Armscor reserves the right to disregard bids that are abnormally low prices compared to the market.
e) Armscor reserves the right to disregard bids that are abnormally high prices compared to the market.

5 REQUIREMENT STATEMENT

5.1 INTRODUCTION

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

5.2 PURPOSE

The Purpose of this Request for Bid is to appoint (a) Provider/s to supply, install and commission eight 11 kV and two 6.6 kV vacuum circuit breaker (VCB) for various substations at Armscor Dockyard, Simon's town as set out in paragraph 5.4 in this document.

5.3 BACKGROUND

Armscor Dockyard is supplied by the City of Cape Town with 11kV of electrical power. The Dockyard consists of 17 substations, 5 mini subs and 5 Berths, which house 11kV, 6.6 kV switchgear and isolators. 80% of the switchgear utilises oil type circuit breakers, which were manufactured in the 1970's, and no upgrades or retrofitting were done.

The circuit breakers that are currently in use are oil circuit breakers OCB's. OCB's are oil-filled equipment used in the electrical field as an insulation and arc-quenching medium.

These types of breakers can pose a high risk if they are not properly maintained. Continuous live switching of the OCB results in the contamination of the oil, which in turn reduces its insulation properties. When this occurs, it poses an extreme danger of an explosion or fire can occur at any time during switching, especially under a fault conditions. Consequences of this catastrophic event might result in fatality, damage to property/infrastructure, damage to the environment and loss electrical power.

5.4 SPECIFICATION

See Attached **ANNEXURE A – THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION EIGHT (8) 11 KILOVOLTS (kV) & TWO (2) 6.6KILOVOLTS (kV) VACUUM CIRCUIT BREAKERS AT ARMSCOR DOCKYARD SUBSTATIONS, SIMON'S TOWN**

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

Normal Dockyard working hours are:

Monday – Thursday:	07:15 - 16:30
Friday:	07:15 - 12:15

As per RFB Statement of work Annexure A: paragraph 4.1.2.2, the work envisaged for this contract shall only be carried out during weekend hours. The contractor shall arrange with project manager to carry out this work during the weekend.

2. ADVERSE CONDITIONS AND DEFECTS

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

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

ANNEXURE A: STATEMENT OF WORK

ARMSCOR
Armaments Corporation of South Africa SOC Ltd

SPECIFICATION

THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION EIGHT (8) 11 KILOVOLTS (kV) & TWO (2) 6.6KILOVOLTS (kV) VACUUM CIRCUIT BREAKERS AT ARMSCOR DOCKYARD SUBSTATIONS, SIMON'S TOWN

SUMMARY: THIS DOCUMENT ESTABLISHES THE USER REQUIREMENTS STATEMENT FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY, INSTALL AND COMMISSION EIGHT(8) 11 KILOVOLTS (kV) & TWO (2) 6.6 KILOVOLTS (kV) VACUUM CIRCUIT BREAKERS AT ARMSCOR DOCKYARD SUBSTATIONS, SIMON'S TOWN

DATE OF APPROVAL OF THIS ISSUE:

AMENDMENT HISTORY

Doc Issue	Date	Amendments	Doc change proposal No.	CM Conformance	
				Surname	Initials
001	17/08/2026	First revision	1	Mathe	BF

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1 APPLICABLE DOCUMENTS

a) IEC 62271-200 – standards for alternating current metal-enclosed medium voltage switchgear and control gear.
b) IEC 62271-100 – standards for alternating current metal-enclosed medium voltage switchgear and control gear circuit breakers.
c) South African legislated installation requirements for medium voltage installation- SANS 10142-2.
d) Occupational Health & Safety Act (85 of 1993) - Electrical Machinery regulations.

2 ABBREVIATIONS

a) AC – Alternating current
b) AMP – Ampere
c) BTU – Battery Tripping Unit
d) DC – Direct current
e) FAT – Factory Acceptance Tests
f) KV – Kilovolts
g) LV – Low Voltage
h) MV – Medium Voltage
i) OCB – Oil Circuit Breaker
j) OEM – Original Equipment Manufacturer
k) PM – Project Manager
l) SAT – Site Acceptance Tests
m) V – Voltage
n) VCB – Vacuum Circuit Breaker

3 INTRODUCTION

3.1 Scope

This document outlines the requirement for the provision of a service provider to supply, install and commission eight (8) 11kV & two (2) 6.6 kV vacuum circuit breaker (VCB) for various substations at Armscor Dockyard, Simon's town.

3.2 Background

Armscor Dockyard is supplied by the City of Cape Town with 11kV of electrical power. The Dockyard consists of 17 substations, 5 mini subs and 5 Berths, which house 11kV, 6.6 kV switchgear and isolators. 80% of the switchgear utilises oil type circuit breakers, which were manufactured in the 1970's, and no upgrades or retrofitting were done.

The circuit breakers that are currently in use are oil circuit breakers OCB's. OCB's are oil-filled equipment used in the electrical field as an insulation and arc-quenching medium.

These types of breakers can pose a high risk if they are not properly maintained. Continuous live switching of the OCB results in the contamination of the oil, which in turn reduces its insulation properties. When this occurs, it poses an extreme danger of an explosion or fire can occur at any time during switching, especially under a fault conditions. Consequences of this catastrophic event might result in fatality, damage to property/infrastructure, damage to the environment and loss electrical power.

4 SPECIFICATION

4.1 Requirements

The service provider to supply, install and commission eight (8) 11kV & two (2) 6.6 kV VCBs that are

compatible with the existing switchgear and ensure that the VCBs supplied are according to the specifications stated in Appendix C.

4.1.1 **Vacuum circuit breaker requirements:**

- A list of the ten existing OCB's to be replaced with VCB's is provided in Appendix A as well as the details of the existing switchgear.
- The specifications of the VCB to be installed, are provided in Appendix C.

4.1.2 **The service provider shall:**

4.1.2.1 **Supply MV vacuum circuit breakers:**

a) The service provider shall supply VCB according to the specifications listed in Appendix C.
b) The service provider shall ensure the VCB are compatible with the existing switchgear, a limited number of drawings are available and are provided in Appendix D.
c) The service provider shall supply all the necessary accessories for the installation of the VCB.
d) The service provider shall supply the requested spares and VCB accessories listed in Table C.9.
e) The service provider shall invite one Armscor representative to witness the FAT. The FAT should be conducted within the Cape Town region for the convenience of the Armscor, if this request is impractical then the service provider will have to incur the travelling costs and accommodation if applicable, for the armscor Representative to the designated test site in South Africa.

4.1.2.2 **Installation of MV vacuum circuit breakers:**

a) Armscor personnel will perform the lock out, isolation and verify that the system is not live in the presence of the service provider. The service provider should also verify that the system is not live.
b) Thereafter, the service provider must ensure that all their onsite personnel have their own locks to lock out the equipment before commencing with the work.
c) The installation will be executed during weekends between Saturday and Sunday between 8 am and 4 pm.
d) The service provider shall be responsible for any modifications in the circuit breaker compartment as well as the low voltage compartment of the switchgear to ensure the installation is successful and all modification should be noted and indicated in the final drawings.
e) The service provider shall install:
    - the new VCB's;
    - the new busbar shutters;
    - the moving point racking internal arc proof doors;
    - Internal arc vented, circuit breaker compartment rear covers
    - Anti-condensation heater;
    - Plug and socket to replace side swipe secondary isolation connection;
    - Limit switches and
    - Circuit breaker racking switch with all the necessary accessories.

f) Service provider shall bring their own generator, as there will be no power in the entire/certain parts of the Dockyard during the installation period.

4.1.2.3 **Supply of additional items**

a) The service provider shall supply:

- Two 1000 litres flowbin units as specified in appendix E.
- One of the flow bins mentioned above should be filled with 1000 litres of diesel. The safety data sheet of the diesel must be accompanied with the delivery. Only supply 50 ppm diesel.
- Hand rotary drum pump

4.1.2.4 **Commissioning:**

a) The service provider is required to conduct SAT, below is the list of tests to be conducted, but not limited to:
   Cold commissioning:
   i. Pressure test,
   ii. Speed test,
   iii. Contact resistance test,
   iv. Function test and,
   v. Insulation resistance test.
   Hot commissioning:
   i. Function test
b) Armscor personnel need to be present to witness all the tests.

4.1.2.5 **Electrical installation requirements:**

a) The service provider will be required to perform wiring on the existing panel; therefore, the service provider must ensure all the changes are noted and that the electrical drawings are updated with the new changes.
b) The service provider shall supply and install all the electrical items needed for the wiring to ensure that the VCB's are successfully installed e.g. fuse holders, fuses, wire, LED etc.

4.2 Local equipment and service provider:

a) Locally available equipment is recommended, to ensure uptime of the equipment should any issues occur.

4.3 Transportation:

The service provider shall:
a) Provide all the transport and lifting equipment needed to supply the vacuum circuit breakers (VCB) at Armscor Dockyard store.
b) Be responsible for the packaging/protection of the VCB's while they are being transported to Armscor Dockyard.
c) Provide all tools and lifting equipment and tackle required to lift the VCB's and the accessories.
d) Provide the required documentation for all the lifting equipment used eg. Load certificates and inspection certificates.

4.4 Compulsory bidder briefing:

a) A compulsory bidders briefing to be held at Armscor Dockyard, Simons Town

4.5 Qualified personnel:

a) The service provider shall ensure that all personnel involved in the installation and commissioning of VCB's are competent individuals within their respective trades, documentation to prove competence will be required. Listed below is the required professional registration with a statutory body of personnel conducting specialized tasks.

- Approved drawings to be signed by an ECSA registered Pr. Eng.
- Testing and commissioning to conducted by an ECSA registered Pr. Techni. /Pr. Tech. or Pr. Eng.

4.6 Documents:

After acceptance of order, the service provider must deliver a copy of their safety file prior to commencement of work, where the SHE department will approve/ reject the file. The required documentation for the SHE file will be communicated to the service provider upon receiving of the order. NB: Delays in delivering the safety file will affect the entire delivery period of the project.

4.6.1 **Supply phase – Upon delivery**

4.6.1.1 **The service provider shall provide a detailed project plan.**

4.6.1.2 **The service provider shall, upon acceptance of order must confirm the detailed project plan highlighting key milestones as listed below per VCB:**

i. Design,
ii. Delivery lead time,
iii. Installation,
iv. Commissioning, and
v. Handover.

4.6.1.3 **The service provider shall provide Armscor with the following:**

i. Signed design drawings hardcopies and softcopies
ii. 2 x installation, operation and maintenance manual hardcopies,
iii. 1 x installation, operation and maintenance manual softcopy,
iv. Test reports from the FAT's conducted,
v. List of equipment and accessories/components that will be installed and
vi. Project plan.

4.6.2 **Commissioning – Post commissioning**

The service provider shall provide Armscor with the following, upon the successful completion of the commissioning in a lever arch file:

i. Updated drawings hardcopies and softcopies on USB,
ii. Site and test reports from the SAT conducted and commissioning.

4.7 Delivery period

a) The supply, installation and commissioning of the ten VCB must be completed within 6 months upon receipt of order.

APPENDIX A: LIST OF OCB'S

Table A

No.	11KV SUBSTATION	11KV OCB BREAKERS PANEL NAME	MANUFACTURE OF OCB	TYPE OF OCB	YEAR MANU.	TYPE OF SWITCHGEAR
1	C SUBSTATION	INCOMING FROM NAVAL HQ SUBSTATION	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON
2	B SUBSTATION	OUTGOING TO A SUBSTATION	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON
3	B SUBSTATION	INCOMING FROM C SUBSTATION	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON
4	SM SUBSTATION	OUTGOING TO ELECTRONIC COMPLEX SUBSTATION	REYROLLE PARSON	LMT2/X31/QM	1976	REYROLLE PARSON
5	FITTERS AFLOAT SUBSTATION	OUTGOING TO SM SUBSTATION	REYROLLE PARSON	LMT2/X31/QM RO		REYROLLE PARSON
6	A SUBSTATION	OUTGOING TO FITTERS AFLOAT	REYROLLE PARSON	LMT2/X31/QM RO		REYROLLE PARSON
7	ELECTRONIC COMPLEX SUBSTATION	OUTGOING TO SYNCHRO SUBSTATION	REYROLLE PARSON	LMT/X6/QmR O	-	REYROLLE PARSON
8	COLE POINT SUBSTATION	INCOMING FROM D SUBSTATION	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON

No.	6.6 KV SUBSTATION	6.6 KV OCB BREAKERS PANEL NAME	MANUFACTURE OF OCB	TYPE OF OCB	YEAR MANU.	TYPE OF SWITCHGEAR
1	SYNCHRO SUBSTATION	INCOMING FROM GENERATOR STATION	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON
2	SM SUBSTATION	INCOMING FROM ELECTRONIC COMPLEX	REYROLLE PARSON	LMT2/X31/MO	1976	REYROLLE PARSON

APPENDIX B: OCB NAMEPLATES AND IMAGES

Image 1 - Front view of OCB



Image 1 - Nameplate

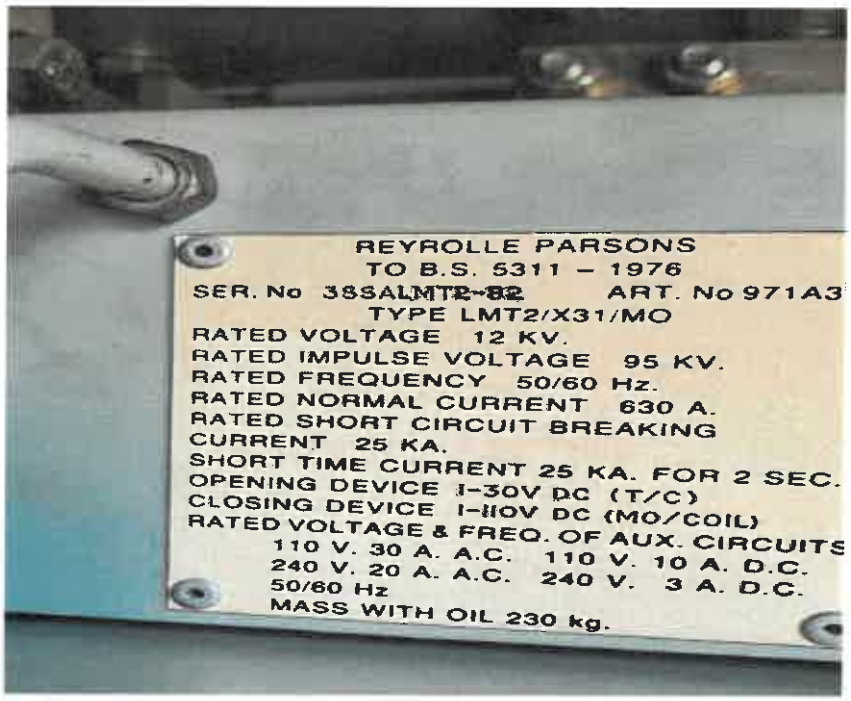


Image.2 - Main isolating contacts of OCB



Image .3 - Inside existing switchgear



Image.4 - Shutters



Image.5 - Shutter operating mechanism



Image 7 - Panel door



Image 8 - Secondary isolating contracts:



Image 9 - Nameplate


REYROLLE
ART.
TYPE
SER.
TRIPS
1-32V DC S/C
1-32V DC T/C
FIXED CONTACT
FIXED TIP
MOVING TIP
861A15Y
TURB HEATER
SYSTEM VOLTS
11000
SERVICE AMPS. 400
FREQ. 50
INSULATED FOR 11000
VOLTS 3 PH

APPENDIX C: 11KV & 6.6 KV VCB & ACCESSORIES SPECIFICATIONS

NB: This appendix complements Appendix A list.

Table C.1

C SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 HZ
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2- 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC(normal closed) , 3 – 6 NO(normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes with remote pendant/canon socket with 10 meter long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutters to be installed Dimension as per switchgear OEM standard sizes
Door	Yes - Internal ARC rated door. Dimension as per switchgear OEM standard sizes. With fixed / moving point racking window.
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes -220 - 230V heaters
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.2

B SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC(normal closed) , 3 – 6 NO(normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes, with remote pendant/canon socket with 10 meter long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window.
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.3

ELECTRONIC COMPLEX SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC(normal closed) , 3 – 6 NO(normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes with remote pendant/canon socket with 10 meter long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	No
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.4

SM SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 -3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V dc
Close coil	30V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC (normal closed), 3 – 6 NO (normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes, with remote pendant/canon socket with 10-meter-long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.5

FITTERS AFLOAT SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC (normal closed), 3 – 6 NO (normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes, with remote pendant/canon socket with 10-meter-long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.6

COLE POINT SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC(normal closed) , 3 – 6 NO(normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes, with remote pendant/canon socket with 10-meter-long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.7

SYNCHRO NO. 2 SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC (normal closed), 3 – 6 NO (normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes, with remote pendant/canon socket with 10-meter-long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

TABLE C.8

A SUBSTATION	
Rated voltage	12kV - 17,5 kV
Nominal current	630A
Frequency	50/60 Hz
Fault level	25kA as per single line diagram but this must be confirmed during the design.
Short circuit fault withstand time	2 - 3 seconds
Power frequency withstand voltage	28kV – 38kV
Lightning impulse withstand voltage	95kV
Trip coil	30V – 34V dc
Close coil	30V - 34V dc
Opening time of VCB in milliseconds	12 milliseconds – 60 milliseconds
Closing time of VCB in milliseconds	24 milliseconds – 60 milliseconds
Manual operation	Open & close push buttons
Vacuum circuit breaker racking operation	Closed door
Interlocks	Racking interlocks and racking switch
Direct Current Supply control equipment (DC)	30V Battery Tripping Unit for switchgear control equipment
Auxiliary contacts	3 - 6 NC (normal closed), 3 – 6 NO (normal open)
Alternating Current Supply (AC)	220V - 230V normal supply for motorized spring charge.
Standoff/Cannon switch	Yes with remote pendant/canon socket with 10 meter long canon switching cord
Secondary Isolation connection	Plug and socket
Shutters	New shutter to be installed Dimension as per switchgear OEM standard sizes.
Door	Yes - Internal ARC rated door Dimension as per switchgear OEM standard sizes. With moving point racking window
Stopper plate	Yes
Arc vent rear cover	Yes
Heaters	Yes – 220V - 230V
Closed door racking	Yes
Secondary Isolation connection	Plug and socket
Signal device for breaker close/open	Yes
Signal device for spring charged/discharge	Yes

Table C.9

TECHNICAL SPECIFICATIONS	
Rated voltage(Ur)	11 kV - 17,5 kV
Rated normal current(Ir)	630A
Rated short-circuit breaking current (Isc)	25 kA - 35 kA for 2 - 3 seconds
Type	LMT,LMS, LMR, LSR & LMRP compatible switchgear
Standards applicable	• EC pubbl. 62271 • EC pubbl. 6094 • CEI 17-1 (file 1375)

Table C.10

ITEMS/TOOLS	QUANTITY
Spare Closing Coil	2
Spare Trip Coil	2
Spare Spring Charge Motor	2
Circuit Breaker Racking Lever /handle	10
Tin of 400g contact grease	4
Canon / remote switching 10m cord	5

APPENDIX D: DRAWINGS

Figure D.1 - C substation

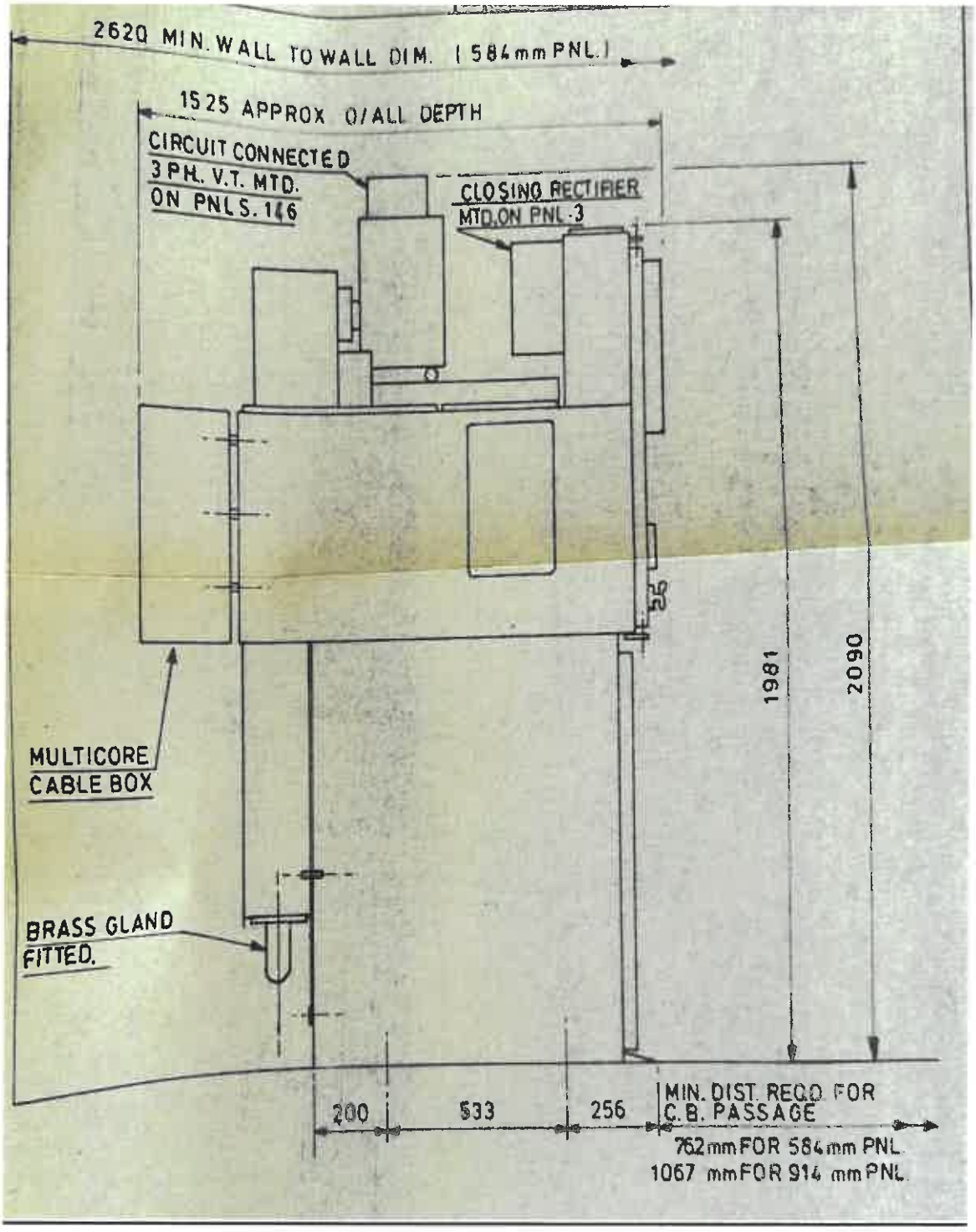
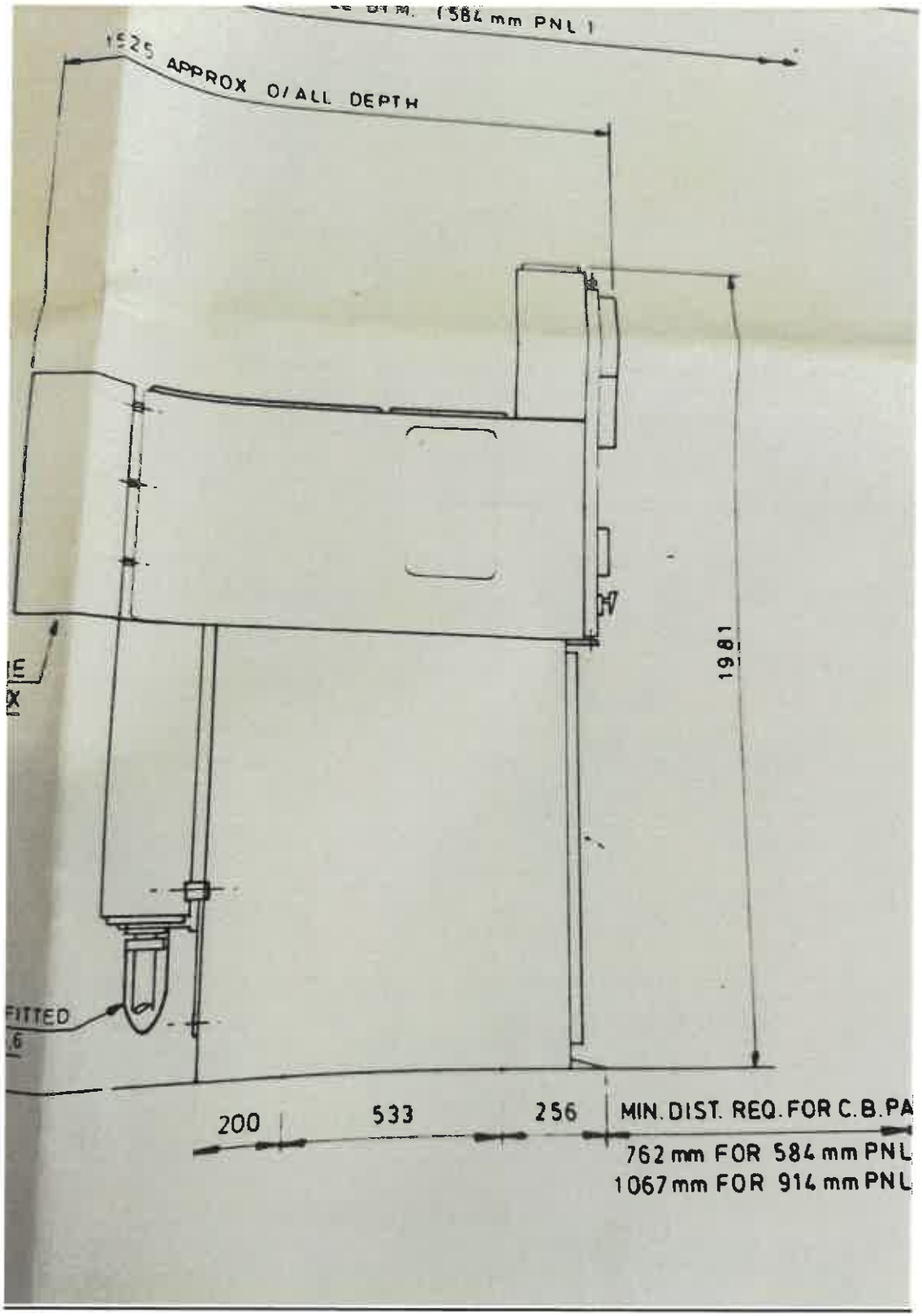


Figure D.2 - A substation



APPENDIX E: FLOWBIN SPECIFICATIONS

Volume:	1000 litres
Dimensions:	• Height :1.2 meters • Length: 1.2 meters • Width: 1 meter

ANNEXURE B: OHASA ACT AGREEMENT

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

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* _____ *2026*

_____

Name:

WITNESSES:

1. _____

2. _____

FOR AND ON BEHALF OF THE EMPLOYER

SIGNED *at* _____ *on this* _____ *day of* _____ *2026*

_____

Name:

WITNESSES:

1. _____

2. _____

ANNEXURE C:

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 supply, install and commission of eight 11kV vacuum circuit breakers.
It is estimated that tenderers must have a cidb contractor grading of 4EP 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 compulsory 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 anticompetitive 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:

a) Open and record tender offers received

b) Determine whether or not tender offers are complete

c) Determine whether or not tender offers are responsive

d) Evaluate tender offers

e) Determine if there are any grounds for disqualification

f) Determine acceptability of preferred tenderer

g) Prepare a tender evaluation report

h) 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			

ANNEXURE D:

DTIC ANNEXURE (ANNEXURE C, D & E)

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.				
(C2)	Tender description:				
(C3)	Designated product(s)				
(C4)	Tender Authority:				
(C5)	Tendering Entity name:				
(C6)	Tender Exchange Rate:	Pula		EU	GBP
(C7)	Specified local content %				

Note: VAT to be excluded from all calculations

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

(C21) Total Exempt imported content

(C22) *Total* Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date:

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.
(D2)	Tender description:
(D3)	Designated Procurer:
(D4)	Tender Authority:
(D5)	Tendering Entity name:
(D6)	Tender Exchange Rate:

Note: VAT to be excluded from all calculations

Rate: | $: R 9.00 | £: R 12.00

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C - C 2.1

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content									Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C.2.0

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10) Manpower costs (Tenderer's manpower cost)

(E11) Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: