

INVITATION TO BID

REQUEST FOR BID DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER FOR ADVANCED ELECTRONICS SIGNATURE SOLUTION SERVICES AT ARMSCOR FOR A PERIOD OF FIVE (5) YEARS**

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NOTE:

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

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

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RETURNABLE DOCUMENTS CHECKLIST

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

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

BIDDING STRUCTURE

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

Only fill the relevant category:

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

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

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

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

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

Declaration:

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

.....
Name

.....
ID number

BID CONDITIONS ACCEPTANCE FORM

Bidders shall complete and sign this bid conditions acceptance form

I/We hereby offer to supply all or some of the supplies and/or services described in the Pricing Schedule and /or attached documents on the terms and conditions and in accordance with the conditions set out in A-STD-0010 Issue 2 dated 21 April 2014 and A-STD-0020 Issue 5 dated 22 June 2022 (and I/we acknowledge that I/we am/are acquainted therewith) at the price and on the terms of delivery/execution inserted by me/us.

I/We agree -

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

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

.....

 (no post box or private bag)

IN BLOCK LETTERS ON BEHALF OF -

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

AUTHORISED SIGNATURE

..... Date:

Name in block letters:

Capacity:

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

SUPPLIER REGISTRATION

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

For more information on security registration contact:-

The Security Registration
Private Bag X337
PRETORIA
0001

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

ALL BIDDERS SHALL COMPLY WITH THE FOLLOWING:

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

5. Broad-Based Black Economic Empowerment Compliance:

- 5.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1(12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 5.2 Failure to comply with the **B-BBEE Mandatory and Compulsory requirements** as stated in the KD24 will lead to disqualification.

6. Advance payments:

Bidders shall furnish the price without advance payment. (Consult paragraph 8 of A-STD-0010).

7. Performance Guarantee:

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

8. Commissions:

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

9. Tax Compliance 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. FOREIGN COMPANIES ARE REQUIRED TO COMPLETE QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS OF ANNEXURE 1 TO KD 25

- 9.1 In order to meet this requirement the bidder is required to access SARS e-filing and complete the SARS ONLINE "SARS tax compliance status" under tax status. Tax compliance requirements are also applicable to individuals who wish to submit bids.
- 9.2 SARS will then furnish the bidder with a Tax compliance PIN code that will be valid for a period of 1 (one) year from the date of approval.
- 9.3 The Tax compliance PIN letter shall be submitted with the bid, with an authorisation letter for Armscor to use the PIN code for verification of tax compliance status of the supplier.
- 9.4 In bids where Consortia /Joint Ventures / are involved, each party must submit a separate tax compliance PIN with authorisation letter.
- 9.5 In the event of subcontracting, tax compliance PIN letter and authorisation letter for the subcontractor must also be submitted with the bid.

- 9.6 Tax compliance is done via e-filing on the SARS website www.sars.gov.za.
- 9.7 Original valid tax clearance certificates issued before 18 April 2016 are still valid until the expiry date or on replacement with SARS tax compliance PIN.

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

10. Awarding of Bids

The awarding of bids will be in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

The applicable points are:

Price: (Pp) 80 Points

Broad-Based Black Economic Empowerment: 20 Points

Total: 100 Points

The following formula will be used to calculate the points in respect of a bid up to a rand value of R50 000 000, 00 (all applicable taxes included). (Armscor may also apply this formula to price quotations with a value of less than R30 000, if and when appropriate):

$P_s = P_p$

Provided that $\sum (P_{pa}) = 80$

Where: P_s = points scored for bid/bid under consideration
 P_p = points scored for price
 a = allocated

The points scored for price $(P_p) = P_{pa} * (1 - \frac{P_t - P_m}{P_m})$

Where: P_{pa} = points allocated for price

P_t = comparative price of bid/bid under consideration

P_m = comparative price of lowest acceptable bid/bid

11. Objective Criteria

- 11.1 A contract may be awarded to a bidder that did not score the highest points only in accordance with section 2 (1) (f) of the Act. If Armscor intends on applying objective criteria in terms of section 2(1) (f) of the Act, this will be stated in the bid document.

12. Mandatory local production and content for designated sectors

- 12.1 When applicable, bids not meeting the mandatory local production and content for designated sectors will not be considered for further evaluation.
- 12.2 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 12.3 If there is no designated sector, Armscor will include as a specific condition of the bid, that only locally produced services or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

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BID NUMBER

: EICT/2022/17

CLOSING AT 11:00 ON

: 30 August 2022

VALIDITY PERIOD: 150 DAYS

NAME OF BIDDER

:

ITEM NO	DESCRIPTION	QTY	UNIT PRICE IN FOREIGN CURRENCY	UNIT PRICE IN S.A. CURRENCY	SUBTOTAL
	APPOINTMENT OF A SERVICE PROVIDER FOR ADVANCED ELECTRONIC SIGNATURE SOLUTION AT ARMSCOR FOR A PERIOD OF FIVE (5) YEARS				
1	Planning Phase				
2	Discovery and Analysis Phase				
3	Design and Build Phase				
4	Test and Evaluation				
5	Training				
6	Pre-Go Live				
7	Go Live Implementation				
8	Post Go-Live Maintenance and Support (3 years)				
9	Licensing				
10	Additional costs, <u>if applicable</u>				
	<p>Note:</p> <p>Mandatory Black Equity Ownership: April 2021 Onwards – Minimum 35% - Applicable.</p> <p>Pre-qualification criteria (Regulation 4) – Minimum B-BBEE Status level 4.</p> <p>Two-Envelope System: Bids must be submitted in clearly marked envelopes reflecting the bid number and the bidder's name. Pricing proposal must be submitted in a separate envelope which must also be clearly marked.</p>				
	TOTAL (excluding VAT)				
	VAT				
	TOTAL (including VAT)				

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1. **Delivery address:** Armscor SOC LTD, 370 Cor Delmas and Nossob Streets, Erasmuskloof, Pretoria
 2. * Period required for commencement of delivery, after receipt of order:.....
 3. * Rate of delivery:
 4. * Period required for completion of order, after receipt thereof:.....
- * Must be completed by Bidder if not completed by Armscor.

NOTE:

- (a) **All prices shall be the total price for the entire scope of required services and deliverables to be provided by the bidder.**
- (b) **The cost of delivery, labour, etc. must be included.**
- (c) **Subsistence and travelling will be subject to Armscor rates and conditions.**
- (d) **All additional costs must be clearly specified.**

APPENDIX A: STATEMENT OF WORK FOR ADVANCED ELECTRONIC SIGNATURE SOLUTION

1. Definitions, Acronyms, and Abbreviations

Acronym/Term	Description
Advanced Electronic Signature (AeSign)	AeSign is the same as a digital signature, but it is created under the ECT Act of 2002 and requires Face-to-face verification/identification of a user. An advanced electronic signature is always a digital signature and is by definition an electronic signature.
Android	An open source operating system used for smart phones and tablet computers.
BRS	Business Requirements Specifications
COVID-19	A mild to severe respiratory illness that is caused by a coronavirus (Severe acute respiratory syndrome coronavirus 2 of the genus Beta coronavirus), is transmitted chiefly by contact with infectious material (such as respiratory droplets) or with objects or surfaces contaminated by the causative virus, and is characterized especially by fever, cough, and shortness of breath and may progress to pneumonia and respiratory failure
Digital Signature	A Digital Signature is an electronic signature that can be used to authenticate the identity of the sender of a message or the signer of a document, and possibly to ensure that the original content of the message or document that has been sent is unchanged. Digital signatures are easily transportable, cannot be imitated by someone else, and can be automatically time-stamped. A digital signature is always an electronic signature but may not be an advanced electronic signature.
DOD	Department of Defence
ECM	Enterprise Content Management
ECT	Electronic Communications and Transactions Act
Electronic Signature	Is defined in the ECT Act 25 of 2002 as data attached to, incorporated in, or logically associated with other data and which is intended by the user to serve as a signature.
iOS	An operating system used for mobile devices manufactured by Apple Inc.
OEM	Original Equipment Manufacturer
OSM	Original Software Manufacturer
POPI	Protection of Personal Information Act
RFB	Request for Bid

2. Purpose

The purpose of this document is to define business requirements for acquisition of a suitable solution to enable digital and advanced electronic approval and sign-off of documents by delegated approvers and signers across the organisation.

3. Scope

- a. The scope of the project is implement a solution is to enable electronic approval of internal documents using digital and advanced electronic signatures. The scope will be expandable to external stakeholders in future.

3.1. Inclusions

All Armscor documents with a security classification level below "Secret", i.e. restricted and confidential that need to be approved and/or signed-off are included in the scope of this business requirements specifications (BRS). These documents can be of any format, e.g. Word, Excel or Pdf.

3.2. Exclusions

All documents with a security classification level of "Secret" and "Top Secret" are excluded from the scope of this BRS.

3.3. Dependencies and Constraints

The successful implementation of a digital and advanced e-signature solution is based on the following dependencies and constraints:

- a. Tight timeliness for implementation due to the expected rapid response to change.
- b. Integration with Armscor's ECM solution (SharePoint 2013), as well as with the product, data and configuration system (Team centre).
- c. Specific processes that Armscor intends enabling through e-signature.

3.4. Assumptions

The following assumptions apply to this scope:

- a. Input from this BRS will feed into the development of a detailed functional specification by the appointed service provider.
- b. The management of applicable documents is done in the existing ECM solution (SharePoint 2013).
- c. The enablement of all document approvals and sign-off across the entire organization, needs to adopt the phased implementation approach, with the initial phase limited to only within Armscor and expandable to external stakeholders in future.

4. Business Problem Overview

4.1. Current Business Environment (As-Is)

The table below outlines the current manual and paper based steps for a document approval process in Armscor:

Process Description

- a. Document author prepares a document for approval.
- b. Prepared document is submitted for review physically or by email and SharePoint.
- c. Document review stage produces either one of the following outcomes:
 - Document is endorsed for approval.
 - Document is referred back for rework.
- d. Endorsed document undergoes an approval stage at an appropriate level
- e. Document approval stage produces one of the following outcomes:
 - Approval
 - Deferment
 - Decline
- f. Each outcome from the approval stage leads to the following:
 - Approval: Attachment of a signature and/or approval stamp to the document, i.e. physical printing and scanning back of the signed and stamped document.
 - Deferment: Document is referred back for rework
 - Decline: Document is rejected

SharePoint 2013 is the only application that has workflow capability that can enable the above stated document approval steps. However, this capability is limited as it does not have the feature for digital and advanced electronic signature.

The specified process has the following limitations and challenges:

- a. Bottlenecks in the execution of work due to delays created by inefficient approval processes, i.e. manual approvals are costly due to usage of too much paper and over reliance on signatories to physically approve documents is an inefficient way of working in this digital era.

5. Solution Overview

5.1. Required Business Environment (To-Be)

The envisaged solution should offer legally binding signatures without the need to physically sign the document. The solution will be standardised across Armscor and will comprise of two types of signature capabilities, i.e. digital and advanced digital signature. This will allow users to send documents for online signing, anywhere, anytime with the ability to authenticate each electronic approval. Two types of required signature capabilities are described as follows:

a. Digital Signature

- o A signature that originates with a digital certificate
- o Have a verifiable integrity
- o Positive act of an entity that operates very similar to how an identified a specific person
- o Manage by a Public Key Infrastructure (PKI)

b. Advanced Electronic Signature

- o An AES is defined in the ECT Act as “an electronic signature which results from a process which has been accredited by the Authority¹ as provided for in section 37”.
- o An AES consists of a positive act of acceptance, together with verifiable integrity (digital certificate based on confirmation of the identity of the applicant) with an added face-to-face verification mechanism, as well as 3-factor authentication (or similar). The 3-factor authentication is briefly:
 - Something you are (biometrics such as fingerprint and iris scan);
 - Something you know (pin, password, passphrase or secret question); and
 - Something you have (key, device).

6. Business Requirements

The table below specifies requirements that need to be satisfied by the envisaged solution:

No.	Functional Requirements	Description
a.	Execute signing workflow	Allow users to define and specify the signing order when sending out a document to multiple recipients.
b.	Electronically sign document	Ability to sign a document with a digital or advanced electronic signature.
c.	Generate a unique signature certificate	Ability to encrypt a document with invisible digital codes, making it practically impossible to duplicate or tamper with.
d.	Enable face-to-face verification/identification of a user.	Creation of a digital signature in accordance with ECT Act of 2002.
e.	Track document progress	Ability to know the document sign-off status per signatory.
f.	Track signed document	Ability to easily track and locate signed document in a short space of time.
g.	Send sign-off notifications and reminders	Ability to inform delegated signers and requesters about the status of the signature process.
h.	Submit bulk documentation for sign-off to multiple recipients	Ability to submit documents to be signed off to multiple recipients.
i.	Execute audit trails	Ability to execute comprehensive audit trails and reports that track user activities.

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No.	Functional Requirements	Description
j.	Enable mobile access	Provides users with an option to sign documents from anywhere.
k.	Convert documents	Ability to convert all types of document formats to PDF and add signature block.
l.	Amend document while in progress	Ability to change the signatories while the document is in workflow.
m.	Authenticate process	Ability to provide security and authentication process to validate the signatory.
n.	Provide secure solution	Ability to provide secure encryption for signatures.
o.	The solution must offer the capability to classify document types that need to be signed-off, as well as the applicable signature, i.e. Advanced electronic or digital signature.	
p.	The solution must be technology agnostic as well as not locked to any technology.	
q.	The solution must have the ability not to effect an electronic signature in jurisdictions that have weak or non-existent laws regarding cyber and technology based issues.	
r.	The solution must have the flexibility to access and enable sign-off of all documents from various operating systems including but not limited to iOS and Android devices.	
The solution must cater for 500 users broken down into the following signature type:		
Signature Type		Total Number of Users
Digital signature		475
Advanced electronic signature (AeSign)		25

7. Security Requirements

The table below specifies requirements that need to be satisfied by the envisaged solution:

No.	Requirements	Description
a.	Enforce authentication of signature	Ability to ensure that valid signature shows that the signed document was only sent by the delegated signer.
b.	Enforce non-repudiation of signature	Ensure that the delegated signer of the document cannot deny signing it at a later stage.
c.	Enforce time stamp on signed document	Ensure that the time when the document was signed is clearly recorded.
d.	Comply to Armscor's information security management documents and legislation	Comply with Armscor's networks, security standards and POPI.
e.	Manage digital certificates	Generate valid digital certificates through Public Key Infrastructure (PKI)

8. Information Management Requirements

The Electronic Signature solution should be able to provide the following reporting capabilities that collect, organise, store and distribute information for operational and/or strategic usage by different stakeholders as and when the need arises:

- a. Built-in and customizable reporting format to generate comprehensive and brief reports, with respect to the usage of the solution.

9. Service Level Requirements

A Service Level Agreement (SLA) between Armscor and the Service Provider will be entered into. The purpose of this section is to define the requirements for measuring the services supplied by the Service Provider to Armscor for the duration of the contract.

This Service Level Agreement will cover the following:

- a. A valid contact number that is available for third line support during business hours.
- b. Details of support response times.
- c. Details on standard hours, required turnaround time and after hours defined for customer service and support service.
- d. Support and Maintenance documentation.
- e. Minimum service provided for maintenance (e.g. application upgrade).
- f. Licencing requirements.
- g. Escalation procedures.
- h. The Service Provider will be expected to provide support & maintenance over a period of three (3) years.
- i. The roles and responsibilities of the parties in providing and managing the required services;
- j. The measurement definitions used to determine the level of service that is provided; and
- k. The method of remedy framework for non-performance.

9.1. Changes to Services

Each party may propose changes to the service, nature or time schedule of the services being performed under this Service Level Agreement. The parties will discuss any proposed changes rendered under this Agreement. All changes are subject to the following change control procedures:

- Request is logged at the Service Provider's Helpdesk or with the Customer Account Manager.
- Change request is signed off by authorised technical contact
- Schedule revised to include changes to the schedule of services
- Armscor's to acknowledge acceptance and approval of the changes

9.2. Service Cover Period

The Service Cover Period (SCP) is the time during which the services will be covered by this SLA. The SCP for this SLA is 8 hours for 5 business days. Any service level provided outside the above-mentioned SCP will be considered as non-contractual downtime. It will not be taken into consideration for service credit calculations.

9.3. Service Level Metrics

The following standard definitions will apply to the Services provided under the terms of this Agreement.

INCIDENT PRIORITY	STATUS	BUSINESS IMPACT
Priority 1	High	Serious
Priority 2	Medium	Medium
Priority 3	Low	Minimal

- High - Business impact serious: Problems impacting entire business and/or all users
- Medium - Business impact medium: Problems impacting parts of business and/or some users; Administrative requests for existing services; Sales requests
- Low - Business impact minimal: Problems impacting single user / host in non-critical way; Administrative requests for new services; "How do I?" type questions

Notwithstanding the above, where a resolution is not available at the time the SERVICE PROVIDER will contact Armscor and will communicate the estimated resolution time.

The service provider undertakes to respond and resolve incidences according to the following priority matrix:

Priority 1	2 hours to respond 8 hours Maximum Accumulated Down Time (MADT) per month.
Priority 2	2 hours to respond 12 hours to MADT per month.
Priority 3	4 hours to respond 24 hours to MADT per month.

9.3.1. Time to Repair Service Credits

In the event that the Agreed Accumulative Down Time (AADT) exceeds the agreed MADT, then the following formula will be used to calculate the appropriate service credit:

$$\text{Service_Credit} = \frac{\text{AADT}(\text{hrs}) - \text{MADT}(\text{hrs})}{T_{\text{max}}(\text{hrs}) - \text{MADT}(\text{hrs})} * (\text{Value_for_service_credits})$$

MADT: Maximum Accumulated Down Time

AADT: Agreed Accumulative Down Time

Value for Service Credits: Value for Service Credits is equal to 30% of the monthly SLA cost.

TMax: The maximum time TMax can equal is 4 times MADT (MADT x 4 = TMax)

9.4. Contact Centre

The Service Provider is to provide a Contact Centre which is available 8 x 5 (business days) for Incident logging.

9.5. General Support

Armcor is responsible for the 1st line support and initial troubleshooting in diagnosing and pinpointing the fault or failure of the hardware and/or systems. 1st line support is defined as followings:

- Initial fault finding, troubleshooting and error checking
- Health and performance reporting
- Configuration changes

The Service Provider shall be the 2nd line of support and assist in providing services where Armcor's support staff is unable to resolve a particular issue. This support is provided via email and/or telephonically.

In the event that the issue cannot be resolved at 2nd line support the Service Provider shall provide or arrange for on-site 3rd line support.

For a 3rd line support call the Service Provider is to arrange a convenient date and time to come on site to provide the necessary support.

Remote support is limited to telephonic and email only as no remote access will be granted. In the course of dealing with an incident a possible "workaround" could be identified. A "workaround" for these purposes means a method of using other equipment or methodologies which avoids the problem or minimises its effect and which does not result in substantial inconvenience or expenses for Armcor.

The provision of a workaround shall not result in the call being logged as fixed, and does not relieve the Service Provider of its obligation to correct the problem within the target time limits. Ad-hoc time and material support will only commence once agreed upon with Armcor and an official Armcor work authorization has been issued.

The Service Provider is to ensure that Armcor is provided with software maintenance releases and updates as and when they become generally available without additional charge.

9.6. Software Support

9.6.1. Software Service Metrics

- Armscor and the Service Provider are to agree on the priority classification of incidences or problems. This ensures that the appropriate resources are made available to resolve the problems as quickly and efficiently as possible.
- All cases are prioritized according to their impact to Armscor's business (Priority 1 (P1) through to Priority 3(P3)).The severity of a case can change, being upgraded or downgraded, depending on the outcome of the troubleshooting process.

9.6.2. Software Updates and Patches

- The Service Provider is to ensure that Armscor is provided with software maintenance releases and updates as and when they become generally available without additional charge. Armscor will be responsible for implementing the software updates.
- Major upgrades are defined as having a change in the major number of the version number of the new software with respect to the currently installed version, where Version numbers are in the form major/minor or any software upgrade that requires in excess of 6 hours' work.

9.6.3. Error Corrections

- The Service Provider is to correct any reproducible programming error in the product software attributable to the solution with a level of effort commensurate with the priority classification of the error.

9.6.4. The following exclusions apply:

- Restoration of file structures and data. This remains the responsibility of Armscor at all times - assistance could however be requested from the Service Provider based upon time and material and resource availability at the time of the request and charged as per rate as listed in the order.
- Assistance with Business application support that is not covered in this SLA.
- Reconfiguration of software configuration.
- Assistance with technical faults not related to Service Provider's services.
- New installations outside of the scope of this agreement.
- Assisting with technical aspects of Armscor's infrastructure that is not related to Service Provider's service or product.
- Any hardware related issues.
- Ad-hoc project work outside of the scope of this agreement.

9.7. Incident Management

Armscor will log a call at the Service Provider call desk

- Authorized person logging the call
- Fault description, including any error report
- Contact details *confirmed*

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The Service Provider shall provide Armscor with a call reference number and escalate the call to ensure adherence to the SLA.

The resolution of incidents and service requests shall be managed through the Service Provider call centre.

9.7.1. Co-ordinate resolution

The service provider call centre shall assign each request or incident to the appropriate resolver group.

The resolver group shall be responsible to resolve the incident or execute the requested services and to notify the service provider call centre with regard to progress

The service provider call centre shall notify the requestor with regard to progress on a regular basis.

9.7.2. Controlling

Both parties shall make every reasonable effort to ensure people, processes and technology are efficiently deployed and have the functionality to deliver and report on the services requested.

The service provider call centre shall measure and record the resolution time, the nature of resolution of incidents or service requests and report performance on all incidents logged.

Calls not logged via the service provider call centre shall be excluded from any SLA.

The Mean Time to Respond and Resolve starts when the call is logged with the service provider call centre. The call timer is stopped, outside of the Service Hours and continues at the start of the following business day.

Service levels will not apply to IT Equipment, services or other assets not under the control or management of the service provider and is not detailed or listed on the equipment schedules relevant to this SLA.

9.7.3. Escalation

To ensure that Armscor receives senior management attention on unresolved issues, the Service Provider shall provide a 3 level problem escalation procedure as follows:

- Help Desk (2 hours response time)
- Account Manager (4 hours response time)
- Director (Next Business Day response time)

Should Armscor wish to escalate a problem, because of the urgency of the problem, or because they feel that the problem is not being given the priority it deserves, the following procedure must be followed:

- Contact the helpdesk with the reference number and request that the call be escalated.
- If for whatever reason Armscor feels, this to be inappropriate, Armscor can contact the Account Manager directly instead.

9.8. SLA Meetings and Reporting

To ensure that the system is performing and tuned correctly the Service Provider will perform an audit on the system and below are listed tasks to be performed during the health check audit:

- Review current running configuration
- Review system's log files
- Highlight unexpected log messages and perceived anomalies
- Further investigate events which may be negatively affecting optimization performance
- Add findings to issues list
- Compare configuration against Armscor Architectural standard
- List all discrepancies in issues list
- Provide an audit report covering with recommendations in order to rectify the identified issues.

Service Review Meetings will be held at the request of Armscor on a monthly basis at the Armscor's offices. Armscor will chair these meetings and the Service Provider will provide secretary services. The issues to be covered will include the following:

- Service performance levels.
- Support performance levels
- System issues
- Compensation issues
- Administrative issues
- Security issues
- Changes proposed

9.9. Non-SLA Services

All services requested by Armscor and falling outside the Scope of this Agreement shall follow the following procedure:

- A request may be sent by Armscor through the ticket system (by Armscor management only).
- The Service Provider will notify Armscor of the fact that the service requested falls outside the scope of the standard services covered by this SLA and provide Armscor with the extraneous costs applicable to the delivery of such non-standard services.
- Armscor shall elect whether to proceed with the non-standard services.

All ancillary matters pertaining to such non-standard services such as timeframes and Service Provider requirements shall be as agreed by Service Provider and Armscor from time to time. Service Provider is under no obligation to provide Armscor with the non-standard services as requested from Service Provider.

9.10. Compensation

Reimbursable expenses: Reimbursable expenses means an agreed to incidental service reasonably incurred by the Service Provider in performing its obligations, plus up to five percent (5%) administrative fee. These expenses include without limitation required hardware

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and peripheral devices. Such expenses should be communicated and agreed with Armscor prior to such being incurred.

9.11. **Armscor's Duties and Responsibilities**

Armscor personnel, facilities and resources: Armscor will ensure that the Service Provider has timely access to appropriate Armscor personnel and will arrange for the Service Provider's personnel to have suitable and safe access to Armscor's facilities and systems.

Training on specialised systems, software, equipment or tasks: Armscor will ensure that all Armscor personnel who work on the systems, software, equipment or tasks relevant to Service Provider services are adequately qualified and receive suitable training.

Approvals and Information: Armscor will respond promptly to any Service Provider request to provide direction, information, approvals, authorisations or decisions that are reasonably necessary for Service Provider to perform the services, the Service Provider will be absolved of the delivery of all services that cannot be performed due to failure on the part of Armscor to respond to such requests timeously.

System requirements and recommended hardware: The systems requirements and recommended hardware for the provisioning of the Service Provider services is the responsibility of Armscor.

Ad-hoc Call Out: Where Armscor requests the service provider to dispatch a representative to Armscor's site (normally by way of logging a support call) for any service which is not covered by this or any other SLA Armscor may have with the service provider, the call shall be treated as an ad-hoc callout and be fully billable in accordance with standard labour rates as quoted.

9.12. **WARRANTIES AND REMEDIES**

Quality of Service: The Service Provider warrants that the services will be performed in a professional and workmanlike manner consistent with industry standards reasonably applicable to such services. If Armscor considers that a breach of warranty has occurred, and notifies the Service Provider in writing, stating the nature of the breach then the Service Provider will be required to urgently correct any affected services to ensure compliance with the warranty. The Service Provider shall not assume responsibility for diminished quality of Service related to the hardware used by Armscor. The Service Provider shall endeavour to inform Armscor of preferable hardware.

Remedies for breaches: In the event of any defective performance from Service Provider or failure to furnish the agreed level of service, the Service Provider will make reasonable efforts to restore the levels of service on an urgent basis. If any penalties and refunds are payable in the event of defective service, the amount claimable shall not exceed the professional fee amount applicable for the month(s) in which defective service was rendered by the Service Provider.

9.13. **General**

Assignment: Neither Party may assign or otherwise transfer the Agreement without the prior written consent of the other Party.

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Severability: The provisions of this Agreement are severable and the unenforceability of one of the provisions shall not affect the enforceability of the other provisions.

Confidentiality: Both parties agree to hold information and material of the disclosing party in strictest confidence, not to make use thereof other than for the performance under this Agreement, to release it only to authorised employees reasonably requiring the information and not to release or disclose it to any other party, unless so required by law.

9.14. Non-Performance

Should the service provider not achieve the metrics as set out this SLA for any three (3) consecutive months during the duration of this agreement the service provider will be in default of this agreement and remedied according to A-STD-0020.

10. Additional RFB Requirements

No	Item Description
a.	Arm Scor reserves the right to verify the authenticity of any certificates and/or any declarations made in response to this request for bid.
b.	Successful bidder needs to comply with Arm Scor security requirements, including among others signing non-disclosure agreement and security vetting.
c.	The bidder shall have local presence and personnel with the necessary training and expertise to perform similar work.
d.	The bidder must be able to produce evidence of their proven history of successful implementations of the proposed solution.
e.	The bidder must provide technical staff with adequate years of experience performing similar work.

11. Training Requirements

- a. Training shall be provided for Technical IT support staff, normal users, managers, divisional manager/head, executives and board of directors.
- b. Training strategy/approach shall be provided together with training material.
- c. If applicable, there shall be continuous training on new development/features on the solutions.

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12. Scope of Work (SOW) for an Electronic Signature Solution

The table below outlines the SOW, which includes but not limited to the following items:

Phases	Input	Activities	Output	Deliverables	Acceptance
Planning	<ul style="list-style-type: none"> Business Requirements Specification Request For Bid (RFB) 	<ul style="list-style-type: none"> Conduct kick-off meeting Develop Project Management Plan 	<ul style="list-style-type: none"> Approved Project Management Plan <ul style="list-style-type: none"> Project Schedule Project Scope Project Implementation Approach 	N/A	Certificate of Conformance
Discovery & Analysis	<ul style="list-style-type: none"> Business Requirements Project Management Plan Project Scope 	<ul style="list-style-type: none"> The Bidder shall confirm business requirements and where applicable make the necessary updates. 	<ul style="list-style-type: none"> Updated and approved Business Requirements 	N/A	Certificate of Conformance
Data Management	<ul style="list-style-type: none"> Updated and approved Business Requirements 	<ul style="list-style-type: none"> Perform records validation and verification Perform data/records conversion and transformation 	<ul style="list-style-type: none"> Approved Data/Records reconciliation/quality report Approved data/records validated and migration to new system 	<ul style="list-style-type: none"> Approved Quality Check Report 	Certificate of Conformance
Project Monitoring and Evaluation	Project Management Plan	<ul style="list-style-type: none"> Develop Project Status Update Project Documentations 	<ul style="list-style-type: none"> Project Status Reports Minutes of the Meeting 	N/A	N/A
Subsistence and Travelling	<ul style="list-style-type: none"> Project schedule Project Budget 	<ul style="list-style-type: none"> Attending meetings Monitor progress Project management 	<ul style="list-style-type: none"> Project Status Reports Minutes of the Meeting 	N/A	Acceptance will be on receipt of actual cost in accordance with Armscor's Travel Management Practice

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PHASES	Input	Activities	Deliverables	Acceptance
Planning	<ul style="list-style-type: none"> Business Requirements Specification RFB Agreement/Contract 	<ul style="list-style-type: none"> Conduct kick-off meeting Develop Project Management Plan 	<ul style="list-style-type: none"> Approved Project Management Plan <ul style="list-style-type: none"> Project Schedule Project Scope Project Implementation Approach 	<ul style="list-style-type: none"> Certificate of Conformance
Discovery & Analysis	<ul style="list-style-type: none"> Business Requirements Project Management Plan 	<ul style="list-style-type: none"> The Bidder shall confirm business requirements and where applicable make the necessary updates. 	<ul style="list-style-type: none"> Detailed Functional Specification Testing Management Plan Training Management Plan 	<ul style="list-style-type: none"> Certificate of Conformance
Design and Build	<ul style="list-style-type: none"> Functional Specification Requirements 	<ul style="list-style-type: none"> Configure the solution Deploy the solution 	<ul style="list-style-type: none"> Deployed and configured solution in the development environment Detailed System Architectural Design Document 	<ul style="list-style-type: none"> Certificate of Conformance
Test and Evaluation	<ul style="list-style-type: none"> Fully configured and build solution Test Pack Test data 	<ul style="list-style-type: none"> Perform User Acceptance Testing 	<ul style="list-style-type: none"> Test Reports 	<ul style="list-style-type: none"> Certificate of Conformance
Training	<ul style="list-style-type: none"> Training Management Plan 	<ul style="list-style-type: none"> Provide training as per training plan to the following:- Technical users Normal Users 	<ul style="list-style-type: none"> Training report Certificate of attendance for normal users Certificate of attendance for technical users 	<ul style="list-style-type: none"> Certificate of conformance

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PHASES	Input	Activities	Deliverables	Acceptance
Pre Go Live	<ul style="list-style-type: none"> • Test Reports • Pre go live check list 	<ul style="list-style-type: none"> • Complete a pre go live checklist with the business users • Migrate to Production Environment • Develop a support and maintenance document and a SLA • Perform pilot test • Obtain CAB approval 	<ul style="list-style-type: none"> • Test results • Service Level Agreement • Completed Pre go live Checklist • Approved CAB 	<ul style="list-style-type: none"> • Certificate of Conformance
Go Live/Implementation	<ul style="list-style-type: none"> • Deployed solution in the test environment • Signed off test pack 	<ul style="list-style-type: none"> • Roll out to all users • Manage and resolve go live issues 	<ul style="list-style-type: none"> • Operational solution in live environment 	<ul style="list-style-type: none"> • Certificate of conformance
Post Go Live Support, Maintenance and Licensing	<ul style="list-style-type: none"> • Service Level Agreement • Support and Maintenance documentation (includes support and maintenance strategy) 	<ul style="list-style-type: none"> • Perform post Go Live review • Provide post Go Live support in accordance with the Service Level Agreement 	<ul style="list-style-type: none"> • Post Go live review document 	<ul style="list-style-type: none"> • Certificate of Conformance
Subsistence and Travelling	<ul style="list-style-type: none"> • Project schedule • Project Budget 	<ul style="list-style-type: none"> • Provide S & T outside Gauteng 	<ul style="list-style-type: none"> • Approved Budget • Presence on Armscor's sites outside Gauteng 	<ul style="list-style-type: none"> • Acceptance will be on receipt of actual cost in accordance with Armscor's Travel Management Practice

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**APPOINTMENT OF A SERVICE PROVIDER FOR ELECTRONIC SIGNATURE SOLUTION AT ARMSCOR
FOR A PERIOD OF FIVE (5) YEARS**

1. BACKGROUND INFORMATION

Armcor has embarked on a project to implement a solution to enable electronic approval of internal documents using digital and advanced electronic signatures. Armcor has implemented Microsoft SharePoint to facilitate the management of documents and records. There is currently a challenge of inefficient approval processes that are manually driven and paper based. Given that one of Armcor's five strategic objectives entails efficient and effective delivery of services, it is becoming increasingly evident that there is a need for adaptation to change in order to restore business relevance.

There is a need to procure an Electronic Signature Solutions for Armcor. The raging COVID-19 pandemic together with government instituted work restrictions have strengthened a case to have the current document approval processes optimised by implementing a solution that allows for the digital and advanced digital signing of documents. The solution will ultimately:

- a. Limit the need for physical sign-off of documents, resulting in electronic approvals,
- b. Improve turnaround times for document approvals especially if more than one person is required to sign, as approvals can be done simultaneously by any number of signatories.
- c. Limit the use of paper, as printing a document would not be necessary, which is a key step on the journey towards a digitised Armcor. This will also ensure than the risk of transmission of Covid-19 is minimized since there will be no multiple exchanges of documents
- d. Help with the tracking process and audit trails of all documentation approvals.

The transformation of Armcor's document approval and sign-off process will have to be in compliance with the requirements as stipulated in the Electronic Communications and Transactions Act 25 of 2002 (ECT).

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2. NON-COMPULSORY BIDDERS BRIEFING

A Non-compulsory Bidders Briefing is applicable to this RFB and it will be held both face-to-face and virtually, as follows:

- a) Face-to-face: Armscor, 370 Nossob Street, Erasmuskloof, Pretoria on 17 August 2022 at 10:00.
- b) Virtually: A link will be send to all bidders after being requested via email: scmbids@armscor.co.za. The cut-off date and time to request the link is on 17 August 2022 at 09:30.

Attendance of the Bidders Briefing is not compulsory although highly recommended.

It is requested that any queries arising from the RFB be submitted to Armscor's Supply Chain Management in writing at least 3 working days prior to the Bidders Briefing. Armscor will endeavour to answer these queries at the Bidders Briefing or with the issuing of the minutes of the briefing.

3. EVALUATION CRITERIA

Bids will be evaluated on six-stage evaluation process, which is as follows:

- Stage 1: Mandatory Black Equity Ownership
- Stage 2: Pre-Qualification Criteria
- Stage 3: Critical Criteria
- Stage 4: Functional Criteria
- Stage 5: Demonstration Criteria
- Stage 6: Preference Point System

3.1. Stage 1: MANDATORY BLACK EQUITY OWNERSHIP

- i. No contract for goods and services shall be awarded to any bidder unless such bidder has Black Equity Ownership of at least 35% in year 3 (01 April 2021) onwards of the Defence Sector Codes gazetting.

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- ii. The bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS accredited verification agency or CIPC B-BBEE certificate or B-BBEE sworn affidavit) without which the bid shall not be evaluated further.
- iii. A bid that fails to meet the BBEE mandatory criteria stipulated in the bid documents is an unacceptable bid and will be disqualified.

3.2. Stage 2: PRE-QUALIFICATION CRITERIA

- i. The bidder shall a minimum B-BBEE Status Level 4.
- ii. The bidder shall submit a valid proof of B-BBEE status (B-BBEE certificate issued by a SANAS accredited verification agency or CIPC B-BBEE certificate or B-BBEE sworn affidavit without which the bid shall not be evaluated further.
- iii. A bid that fails to meet the Pre-Qualification Criteria stipulated in the bid documents is an unacceptable bid and will be disqualified.

3.3. Stage 3: CRITICAL CRITERIA

SAAA - South African Accreditation Authority

DOCT - Department of Communications and Digital Technologies

Criterion No.	Criteria Description	Compliance Evidence
1.	Bidder Certification / Affiliation Requirements a) The bidder must be accredited by SAAA of the DOCT to provide Advanced Electronic Signature. OR	a) The bidder shall submit with the BID a valid certificate from SAAA of the DOCT for advanced Electronic Signature. OR

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Criterion No.	Criteria Description	Compliance Evidence
	<p>b) The bidder must be authorized by an SAAA accredited service provider to use their Advanced Electronic Signature certificate.</p>	<p>b) The bidder shall submit with the BID, the following:</p> <ul style="list-style-type: none"> i. A valid authorisation documentation confirming that the bidder is authorised to use Advanced Electronic Signature certificate of the service provider. ii. A valid advanced Electronic Signature certificate of the service provider from SAAA of the DOCT. <p>Note: Armscor reserves the right to verify all the information provided.</p>
<p>2.</p>	<p>Bidder Experience and Capability Requirements</p> <p>The bidder shall have completed an implementation of an advanced electronic signature solution with at least one (1) client.</p>	<p>The bidder shall submit at least one (1) reference letter from contactable clients signed by a duly authorised person where advanced electronic signature solution was implemented.</p> <p>Reference letter(s) must entail the following details:</p> <ul style="list-style-type: none"> a) Project Description confirming implementation of advanced electronic signature solution b) End Date or Proof of completion c) Name of Client d) Contact Details (telephone number and/or email addresses) of Client
<p>3.</p>	<p>The bidder shall indicate full compliance with the Statement of Work (SOW) as attached in Appendix A.</p>	<p>The bidder shall complete and sign bid conditions acceptance form on page 7 of KD17 as declaration that they shall fully comply with the statement of work.</p>

Note: Only bidders who comply with all three (3) critical criteria requirements above, shall be considered for further evaluation.

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3.4. Stage 4: FUNCTIONAL CRITERIA

Bids will be measured against the Functional Criteria requirements as stipulated in the table below.

NOTE:

- a) The bidder must (√) only one column for each requirement, i.e. either "functionality available" or functionality available through customization" or functionality not available.
- b) **Functionality Available** may include configuration of the functionality as per Armscor's requirements where necessary.
- c) **Functionality available through Customization** may involve development as per Armscor's requirements where necessary.
- d) The bidder shall be disqualified for any **Functionality not available** or cannot be customized as per Armscor's requirements.

Points to be allocated:

- a) **0 points (Not available), 2 points (Customization) and 3 points (Available).**
- b) The maximum total qualifying score for this stage is **63 points**, minimum qualifying score is **50 points** and there is no functionality that is not available.

No	Requirements	Description	Functionality Available	Functionality available through Customization	Functionality not available
1	Execute signing workflow	Allow users to define and specify the signing order when sending out a document to multiple recipients.			
2	Electronically sign document	Ability to sign a document with a digital or advanced electronic signature.			
3	Generate a unique signature certificate	Ability to encrypt a document with invisible digital codes, making it practically impossible to duplicate or tamper with.			

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No	Requirements	Description	Functionality Available	Functionality available through Customization	Functionality not available
4	Enable face-to-face verification/identification of a user.	Creation of a digital signature in accordance with ECT Act of 2002.			
5	Track document progress	Ability to know the document sign-off status per signatory.			
6	Track signed document	Ability to easily track and locate signed document in a short space of time.			
7	Send sign-off notifications and reminders	Ability to inform delegated signers and requesters about the status of the signature process.			
8	Submit bulk documentation for sign-off to multiple recipients	Ability to submit documents to be signed off to multiple recipients.			
9	Execute audit trails	Ability to execute comprehensive audit trails and reports that track user activities.			
10	Enable mobile access	Provides users with an option to sign documents from anywhere.			
11	Convert documents	Ability to convert all types of document formats to PDF and add signature block.			
12	Amend document while in progress	Ability to change the signatories while the document in is workflow.			
13	Authenticate process	Ability to provide security and authentication			

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No	Requirements	Description	Functionality Available	Functionality available through Customization	Functionality not available
		process to validate the signatory.			
14	Provide secure solution	Ability to provide secure encryption for signatures.			
15	The solution must offer the capability to classify document types that need to be signed-off, as well as the applicable signature, i.e. Advanced electronic or digital signature.				
16	The solution must have the flexibility to access and enable sign-off of all documents from various operating systems including but not limited to iOS and Android devices.				
17	Enforce authentication of signature	Ability to ensure that valid signature shows that the signed document was only sent by the delegated signer.			
18	Enforce non-repudiation of signature	Ensure that the delegated signer of the document cannot deny signing it at a later stage.			
19	Enforce time stamp on signed document	Ensure that the time when the document was signed is clearly recorded.			
20	Manage digital certificates	Generate valid digital certificates through Public Key Infrastructure (PKI)			
21	Built-in and customizable reporting format to generate comprehensive and brief reports, with respect to the usage of the solution.				

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3.5. Stage 5: DEMONSTRATION CRITERIA

Bids will be measured against the Demonstration Criteria requirements as stipulated in the table below.

NOTE:

- a) The qualifying bidders will be asked to give a live demonstration on the proposed solution. The demonstration will be used to determine how the solution complies with the Business Requirements (Functional Requirement).
- b) A bidder shall demonstrate as a minimum all functions that were indicated as available in the functional criteria.
- c) A full agenda will be prepared and submitted to Bidders at least two weeks prior to the scheduled Demonstration.

Scoring system: Ratings and summary scores range from 0 to 3:

Demonstration Scoring Legend	Score
Functionality not demonstrated	0
Moderate : Some expectations not achieved	1
Acceptable : Meets expectations	2
Excellent : Meets or exceeds some expectations	3

Description	Scoring
Minimum qualifying score for Demonstration	30

No	Requirements	Description	Scoring
1	Execute signing workflow	Allow users to define and specify the signing order when sending out a document to multiple recipients.	
2	Electronically sign document	Ability to sign a document with a digital or advanced electronic signature.	
3	Generate a unique signature certificate	Ability to encrypt a document with invisible digital codes, making it practically impossible to duplicate or tamper with.	
4	Enable face-to-face verification/identification of a user.	Creation of a digital signature in accordance with ECT Act of 2002.	

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No	Requirements	Description	Scoring
5	Track document progress	Ability to know the document sign-off status per signatory.	
6	Track signed document	Ability to easily track and locate signed document in a short space of time.	
7	Send sign-off notifications and reminders	Ability to inform delegated signers and requesters about the status of the signature process.	
8	Submit bulk documentation for sign-off to multiple recipients	Ability to submit documents to be signed off to multiple recipients.	
9	Execute audit trails	Ability to execute comprehensive audit trails and reports that track user activities.	
10	Enable mobile access	Provides users with an option to sign documents from anywhere.	
11	Convert documents	Ability to convert all types of document formats to PDF and add signature block.	
12	Amend document while in progress	Ability to change the signatories while the document is in workflow.	
13	Authenticate process	Ability to provide security and authentication process to validate the signatory.	
14	Provide secure solution	Ability to provide secure encryption for signatures.	
15	The solution must offer the capability to classify document types that need to be signed-off, as well as the applicable signature, i.e. Advanced electronic or digital signature.		
16	The solution must have the flexibility to access and enable sign-off of all documents from various operating systems including but not limited to iOS and Android devices.		
17	Enforce authentication of signature	Ability to ensure that valid signature shows that the signed document was only sent by the delegated signer.	
18	Enforce non-repudiation of signature	Ensure that the delegated signer of the document cannot deny signing it at a later stage.	
19	Enforce time stamp on signed document	Ensure that the time when the document was signed is clearly recorded.	

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No	Requirements	Description	Scoring
20	Manage digital certificates	Generate valid digital certificates through Public Key Infrastructure (PKI)	
21	Built-in and customizable reporting format to generate comprehensive and brief reports, with respect to the usage of the solution.		

3.6. Stage 6: PREFERENCE POINT SYSTEM

The 80 (Price) /20 (B-BBEE) preference point system shall be applied in this evaluation.



ARMSCOR
Armaments Corporation of South Africa SOC Ltd

Conceptual Architecture Design Specifications for an Electronic Signature Solution

SUMMARY: THIS DOCUMENT OUTLINES THE CONCEPTUAL ARCHITECTURE DESIGN OF AN ELECTRONIC SIGNATURE SOLUTION

DATE OF APPROVAL OF THIS ISSUE:

Abbreviations and Definitions

AeSign	Advanced electronic signature
CA	Certificate Authority
DMZ	De-Militarized Zone
ECM	Enterprise Content Management
EXCO	Executive Committee
ICT	Information and Communications Technologies
ISO	International Standards Organisation
PAN	Processor Area Network
PDF	Portable Document Format
RMS	Records Management System
SCM	Supply Chain Management
SLA	Service Level Agreement
VM	Virtual Machine
XML	Extensible Markup Language

Index of Architecturally Relevant Documents

Document Name	Document Link
Business Requirements Specification for Electronic and Digital Signature	http://intranet.nei0.ad/sites/ict/eaim/BA/Business%20Requirements%20Specs/Business%20Requirements%20Specification%20for%20Can%20Electronic%20Signature%20Solution



Document Name	Document Link
	.doc
ARMSCOR ENTERPRISE ARCHITECTURE STANDARDS	http://intranet.net0.ad/sites/documents/Management%20Documents/A-DOC-5016.pdf#search=EA%20standards

Document Revision History

Version	Date	Comments
v0.01	2021-04-12	First Draft
v0.02	2022-02-14	Second Draft (updated Figure 2)
V0.03	2022-05-23	Third draft (update of Table 1 and Figure 3)
V0.1	2022-05-25	Final draft



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1. PROJECT INFORMATION

Armcor is a state-owned entity that exists in terms of Act 51 of 2003. Its core function is to acquire military equipment on behalf of the Department of Defence (DOD), including rendering other support functions. In its day-to-day operations, the organisation produces several document artefacts, most of which require official approval. The document approval process is currently facilitated by storing documents on Microsoft SharePoint from where they can either be electronically signed using Adobe Acrobat reader or printed out for manual signature. Email voting functionality is sometimes used as a form of electronic signature. Creating an electronic signature for use within Adobe Acrobat is a manual process prone to quality errors and security non-compliance. Email voting lacks a full audit trail, and manual signatures are inefficient, resulting in delays in the approval process.

As part of the corporate objectives to improve internal efficiencies, the organisation has acknowledged the value to be realised by endorsing the procurement of the digital and advanced electronic signature solution.

2. PROJECT SCOPE

The business requirement is for the Service Provider to implement, configure and maintain the digital and advanced electronic signature solution to enable Armcor to realise its corporate objectives.

2.1 Inclusions

The service provider to provide the following;

- An end-to-end solution to enable digital and advanced electronic signatures for document approval.
- Integrate the solution to identified business applications outlined in the interface map.
- All Armcor document types requiring signature-based sign-off; these documents must have a security classification below "Secret".

The service provider is also expected to provide support and maintenance of the solution post-implementation. Training of Armcor technical users must also be provided during the development of the solution. This is to ensure the solution is handed over properly and Armcor is able to support it internally in the long run.

The solution needs to operate as outlined in the Business Requirements Specifications document.

2.2 Exclusions

The following is excluded from the scope of this solution:

- All documents artefacts with a security classification level of "Secret" and "Top Secret".

3. ARCHITECTURAL SUBMISSION

3.1 Business Architecture

3.1.1 Business Strategies and Plans

In line with Armscor corporate objectives of improving internal efficiencies, the sourcing of a signature solution will help mitigate risks associated with long turn-around times in the approval of business documents. Below are some of the benefits of having a centralised electronic, digital and advanced electronic signature solution:

- Signatories do not need to be office-bound to be able to sign documents.
- Better alignment to legal and regulatory requirements governing the use of electronic signatures.
- Non-repudiation and audit trail of signed documents.
- A centralised system that ensures consistency and quality management of document approval procedures

3.1.2 Business Organisation Design

The solution's final implementation will impact all Armscor business areas and their respective departments.

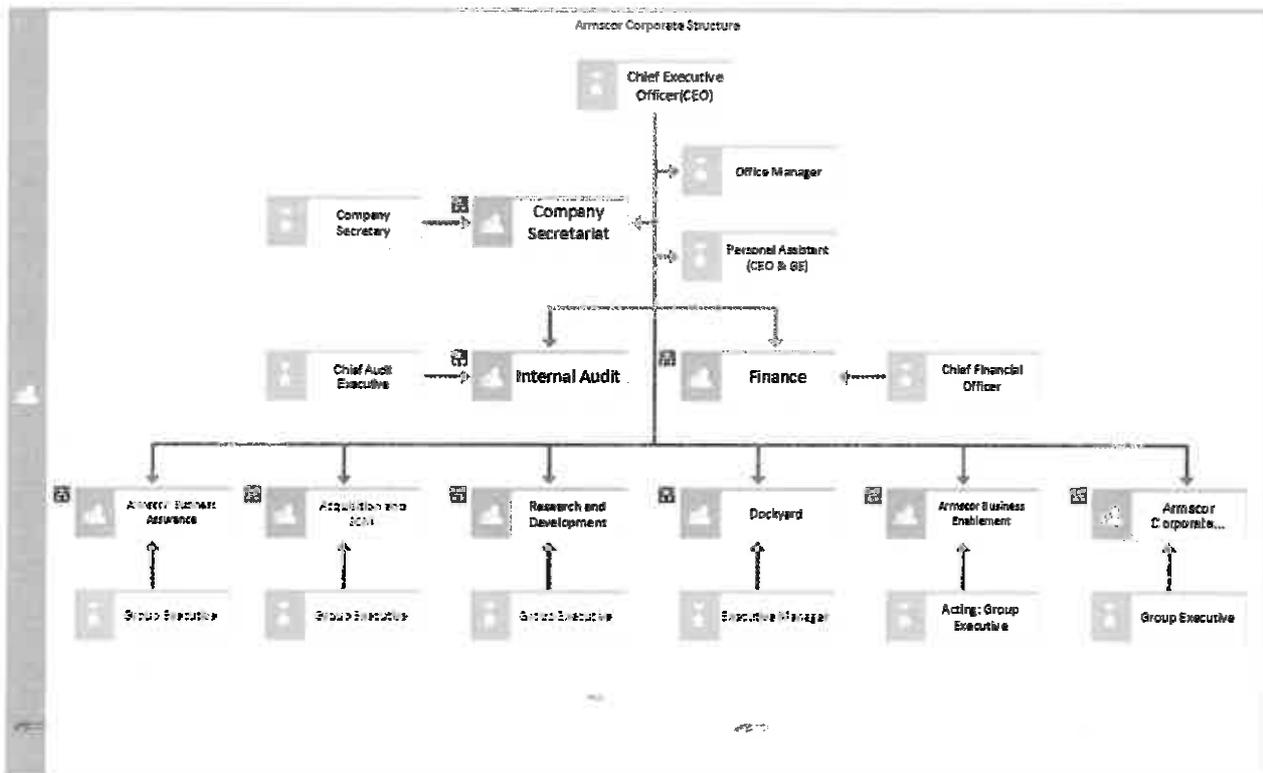


Figure 1: Armscor Organisational structure.

Signature Type	Total Number of Users
Digital signature	475
Advance electronic signature (AeSign)	25

Table 1: e-Signature allocation for Armcor staff

3.2 Application Architecture

3.2.1 Application Functional Decomposition

To support the requirement described in the business requirements document, the proposed solution will have the following key functionalities as depicted in the Application Capability model in Figure 2.

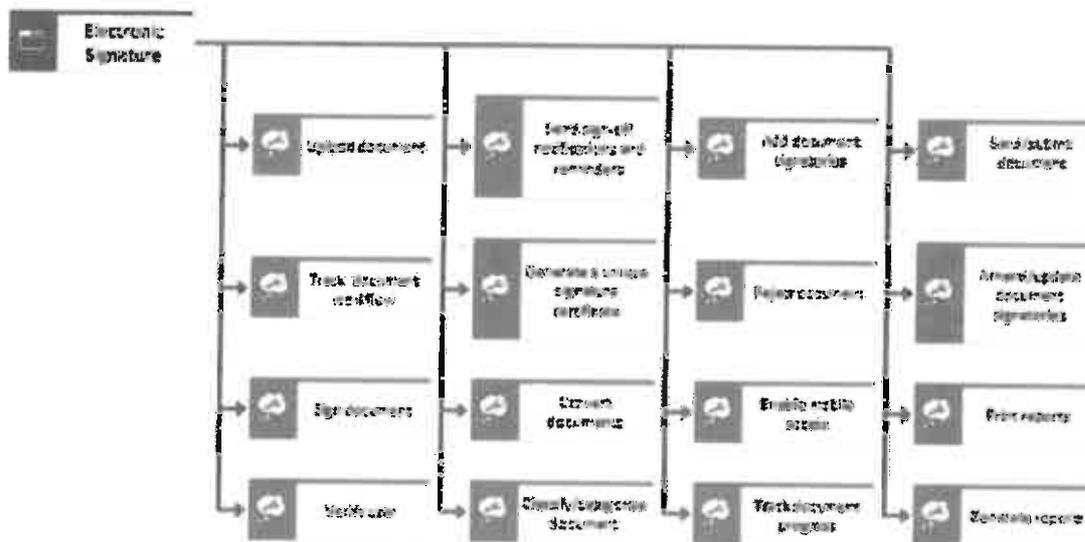


Figure 2: Application Capability model

3.2.2 Application Development

The solution comprises several hardware and software components that make up the complete system. Solution deployment will consist of all the individual hardware/software components that function as one fully integrated solution. An in-depth description of all the system's features will be outlined in the detailed architecture design document upon selecting the preferred solution.

3.3 Data Architecture

3.3.1 Data Models

The solution shall include a centralised, configurable data dictionary describing table structure, relationships, and appropriate metadata levels. All the relevant data models will be identified and defined during the detailed architecture design phase.

3.3.2 Object/Application Service Models

To be addressed in the detailed architecture design document.

3.3.3 Information Flow

The information flow is depicted in Figure 2.

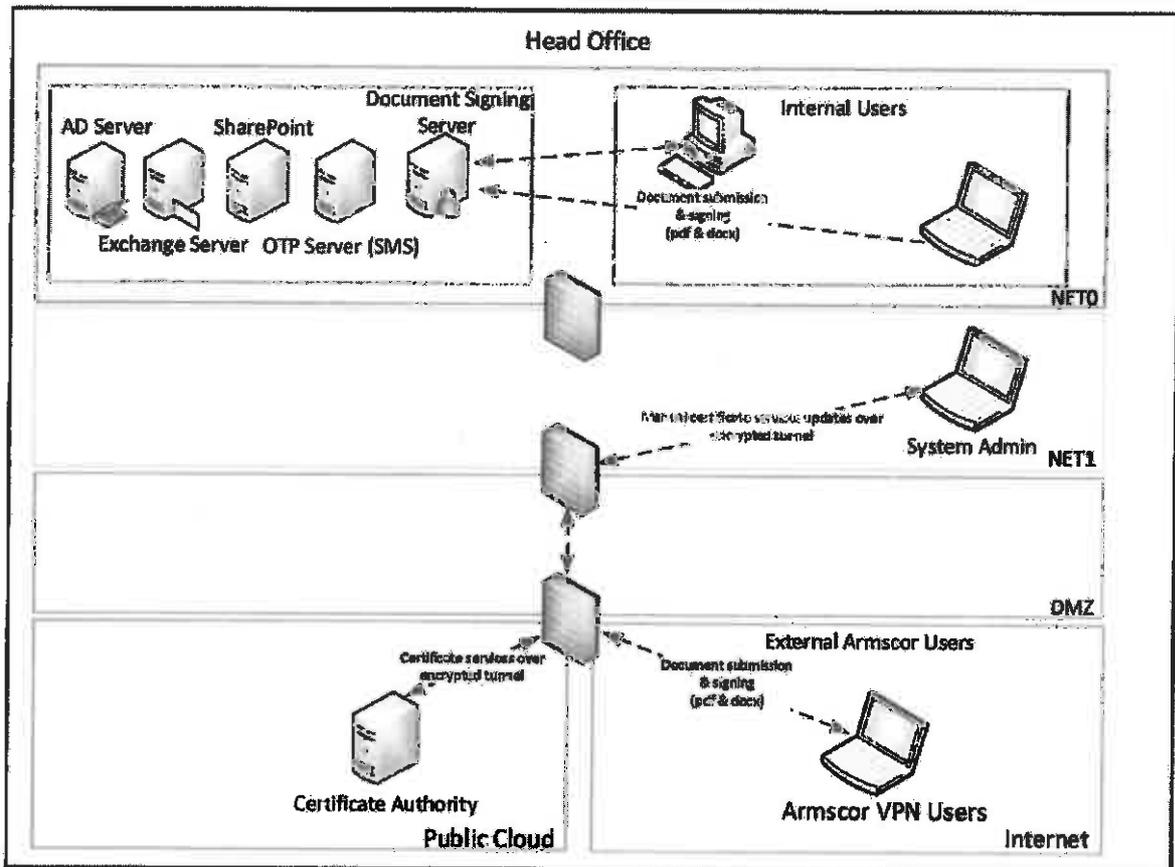


Figure 3: Information Flow

3.3.4 Information Integrity and Custodianship

The solution will remain the property of the service provider, with Armscor paying a perpetual annual license fee. The service provider will also be responsible for the support and maintenance of the solution, including the support and maintenance of the certificate authority infrastructure hosted on the public cloud. The system admin/user will be responsible for entering and configuring users and services on the system. Custodianship of the signed and unsigned documents will rest with the business owners of those specific documents stored on the system.

3.3.5 Information Access and Confidentiality

Once the system is rolled out to the rest of the organisation, user access to the system will be aligned with their defined roles and responsibilities within their respective departments. The access roles and rights of users will be defined in the detailed architecture design phase.

3.3.6 Information Related Business Continuity

The solution will be classified in line with current ad hoc tools/processes used within the ICT DevOps division. The following table serves as a guideline for the different system classification levels:

System Importance to Business	Tier 0	Tier 1	Tier 2	Tier 3
Maximum Downtime / RTD	0 Hours	12 Hours	24 Hours	48 Hours
Maximum Data Loss / RPO	0 Hours	12 Hours	24 Hours	48 Hours

Table 2: System criticality classification levels.

Armcor's current, existing and approved business continuity mechanisms will be adopted. An SLA will be entered between Armcor and the service provider of the solution regarding all services offered via a public cloud.

3.4 Integration Architecture

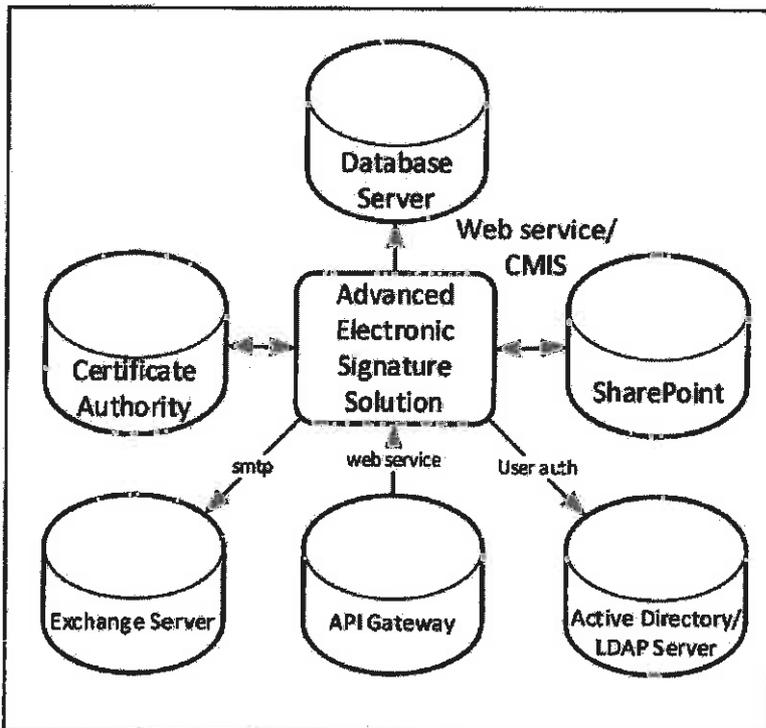


Figure 4: Interface Map

Please note that there will not be a direct integration between the on-premise document signing portal and the certificate authority infrastructure hosted on the internet. The updating, revocation of root certificates and updating of user certificates/information will be done manually through a secure connection from Net1 to the PKI infrastructure hosted on the internet.

3.5 Technical Architecture

3.5.1 Applied Technologies

The Digital and Advanced Electronic Signature solution is required to conform to the following technologies:

Database	Support Relational SQL-based databases
Operating System	Support all of these client operating systems: <ul style="list-style-type: none"> • Windows 7 or later Support at least one of these server operating systems: <ul style="list-style-type: none"> • SUSE Linux Enterprise Server 12 (SLES) • Ubuntu 18.04 LTS or later • Microsoft Windows Server 2012 R2 or later
User Authentication	• Active Directory and LDAP
Reporting	Export content in, at a minimum: <ul style="list-style-type: none"> • PDF • MS Word compatible formats (DOC, DOCX, RTF, ODF) • HTML (web-based) • Image formats as stipulated in the BRS document
Interoperability	The system should be able to interface with various third-party solutions using standard API technologies <ul style="list-style-type: none"> • Rest, JSON API or XML
Integration	Internal systems to integrate with: <ul style="list-style-type: none"> • MS Exchange 2010 • MS SharePoint 2013

3.5.2 Basic Infrastructure

The hardware, software, and network infrastructure needed to support the solution's deployment will be outlined in the detailed architecture design document to be supplied by the service provider. However, Figure 4 illustrates a high-level implementation of the proposed solution at Armcor Head Office including how Armcor users at remote sites and via VPN will connect to the solution.

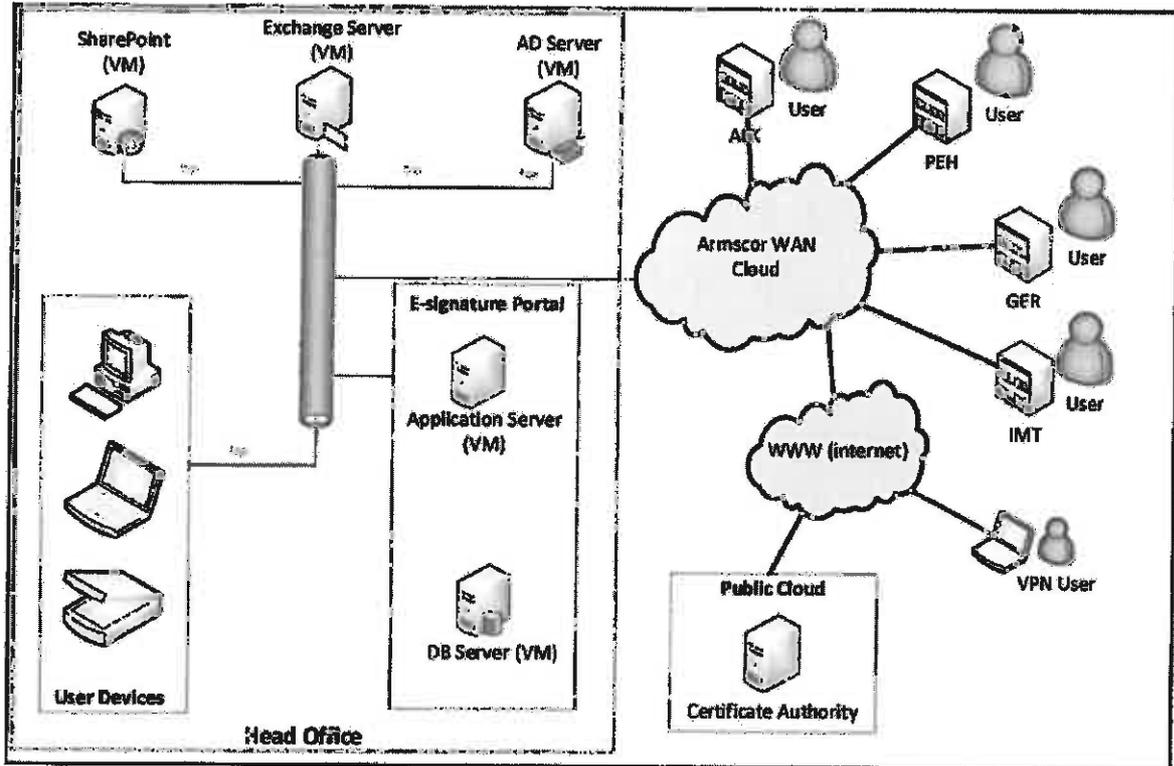


Figure 5: Basic technical architecture for the digital and advanced electronic signature solution

3.5.3 Deployment Considerations

The client-facing document submission and signing application server will be deployed on-premise at Ammscor head office in a virtualised server environment running on Microsoft Hyper-V platform. This environment comprises a Processor Area Network (PAN) that utilises a Storage Area Network back-end. The PAN is housed on Cisco Unified Computing System hardware platform. The detailed layout of the physical infrastructure will be outlined in the detailed architecture specification document.

Figure 5 shows the Ammscor Metro Ethernet (ME) WAN network layout for all the sites.

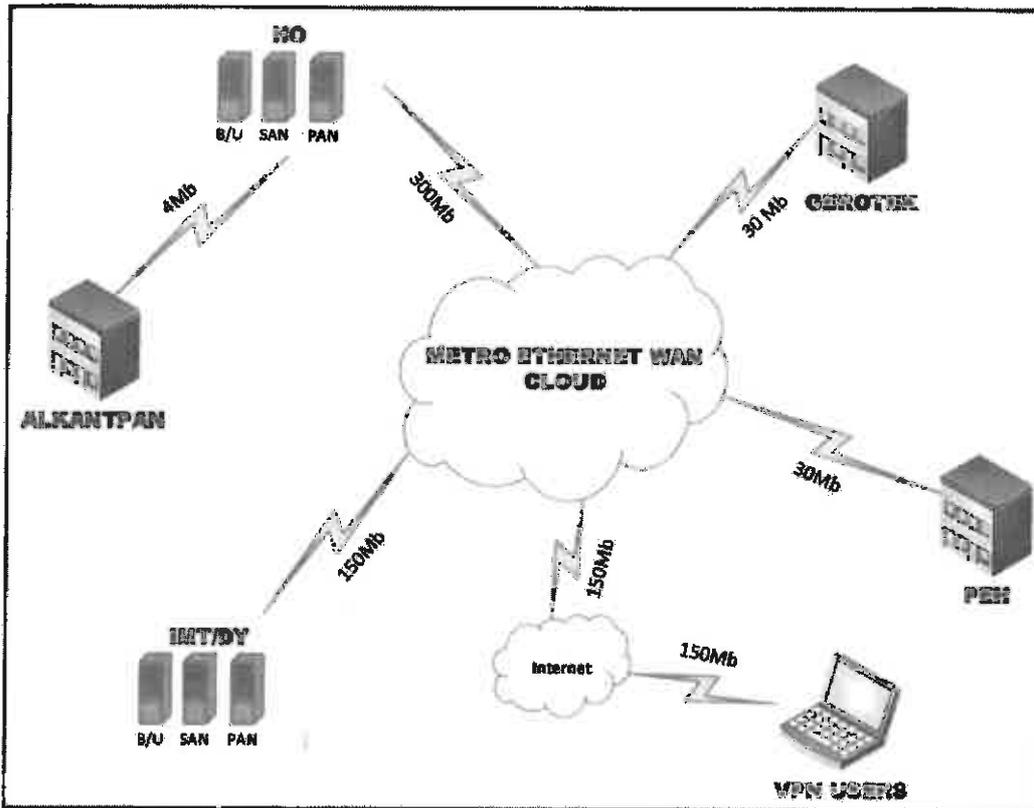


Figure 6: High-level Armscor network topology

3.6.4 Solution Development Environment

The solution development environments shall include:

- Development;
- Testing;
- Production.

Hardware requirements for each environment shall be detailed as part of the response.

3.6 Security Requirements

Security is the ability of a system to protect information and system resources with respect to availability, confidentiality and integrity. The security requirements, including formulation and enforcement of adherence to the agreed security architecture, as defined by Cyber, will be used to define and design the processes and data access controls during the System Delivery Specification and Technical System Design.

The solution will operate in an existing secure environment but will require in addition, its internal application security to be controlled by an Application System Administrator. The security capability will be required to conform to the relevant Armscor security policies and practices.

Within the context of the broader Armscor security architecture, the following considerations need to be taken into account:

- There should be a formal user registration and de-registration procedure for granting access to all multi-user information systems, resources and services;
- Message authentication should be used for applications where there is a security requirement to protect the integrity of the message content;
- Sensitive or Confidential data/information across the networks, or to copy to other media, when Confidentiality and Integrity of the data needs to be assured;
- Non-repudiation services should be used to resolve disputes about the occurrence or non-occurrence of an event or action;
 - Access control at the data and functionality level must be according to roles. Partitioning of data access must always be based on a need to know approach. In essence, a hierarchical structure where various parties have organisational and role-based access to the system and its data and functionality must be provided along with tools for simple and easy User Administration thereof.
- Audit Trail;
 - The design and implementation shall ensure audit trails to track user access and behaviour to ensure system integrity through verification.
- The solution should have an open and extensible security platform.

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

QUESTIONNAIRE

REPLIES

1 What is the request for bid number?

2 If applicable: Price basis of bid
(if not delivered into store)

3 Indicate which of the following applies:

3.1 The prices are fixed.

3.2 The prices are not fixed (NB: See par 9 of A-Std-0010).

4 The delivery period shall be fixed

.....
.....

WHERE SUPPLIES OFFERED ARE TO BE IMPORTED, THE QUESTIONS BELOW MUST BE ANSWERED.

5 Foreign content:

5.1 What amount in foreign currency must be remitted overseas?

5.2 What is the rate of exchange used in converting the amount into ZAR1, 00=.....

SA Rand and the date on which this is based? Date

6 Statutory costs:

6.1 Are the goods quoted on subject to customs duty,
ad valorem customs or surcharge?

6.2 If so, what is the amount payable in respect of

a) Customs duty?

b) Ad valorem customs duty?

PRICE BREAKDOWN

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

	AMOUNT	% OF TOTAL PRICE
7.1 FOB/FCA cost of item		
7.2 Sea/Air freight		
7.3 Insurance charges		
7.4 Clearance charges		
7.5 Customs duties		
7.6 Ad valorem customs duties		
7.7 Delivery costs from port/airport to your premises		
7.8 Local content (excluding (10.10))		
7.9 Delivery costs from your premises into store		
7.10 Balance (detail to be submitted)		
TOTAL		

BROAD-BASED BLACK ECONOMIC EMPOWERMENT

ACRONYMS AND ABBREVIATIONS

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

1. MANDATORY B-BBEE REQUIREMENT:

- 1.1 In terms of the Defence Sector Codes, contracts for goods and services shall only be awarded to a bidder that has Black Equity Ownership of at least 25% in year 1 (12 April 2019 to 31 March 2020), 30% in year 2 (01 April 2020 to 31 March 2021) and 35% in year 3 (01 April 2021) onwards, where applicable.
- 1.2 EMEs are exempted from compliance with the mandatory B-BBEE requirement.

2. COMPULSORY B-BBEE REQUIREMENTS

2.1 Pre-Qualification Criteria

- 2.1.1 Pre-Qualification criteria will be applied to advance certain designated groups with specific bidding conditions that only one or more of the bidders may respond:

- a) Stipulated minimum B-BBEE status level e.g. level 4
- b) EMEs or QSEs
- c) Sub-contract a minimum 30% of the value of the contract to one or more:
 - (i) At least 51% black owned EMEs or QSEs
 - (ii) At least 51% black youth owned EMEs or QSEs
 - (iii) At least 51% black women owned EMEs or QSEs
 - (iv) At least 51% black owned EMEs or QSEs by people living with disabilities
 - (v) At least 51% black owned EMEs or QSEs by people living in rural or underdeveloped areas
 - (vi) At least 51% black owned EMEs or QSEs by military veterans
 - (vii) EMEs or QSEs

2.2 Sub-Contracting

- a) For a contract above R30 000 000 (million), Armscor may apply subcontracting to advance designated groups.
- b) The successful bidder must subcontract 30% of the contract value to one or more of the following:
 - (i) At least 51% black owned EMEs or QSEs
 - (ii) At least 51% black youth owned EMEs or QSEs
 - (iii) At least 51% black women owned EMEs or QSEs
 - (iv) At least 51% black owned EMEs or QSEs by people living with disabilities
 - (v) At least 51% black owned EMEs or QSEs by people living in rural or underdeveloped areas
 - (vi) At least 51% black owned cooperatives
 - (vii) At least 51% black owned EMEs or QSEs by military veterans
 - (viii) EMEs or QSEs

NB: Failure by the bidder to comply with the B-BBEE Mandatory and Compulsory Requirements as stated herein above will lead to disqualification.

3. PREFERENCE POINTS FOR BROAD-BASED BLACK ECONOMIC EMPOWERMENT

3.1 The B-BBEE preference points will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.

3.2 The 80/20 preference point system is applicable to all bids with a Rand value of up to R50 000 000,00 (all applicable taxes included)

3.3 Preference points for this bid shall be awarded for:

PRICE	80
B-BBEE STATUS	20
Total points for Price and B-BBEE must not exceed	100

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

4. ALLOCATION OF B-BBEE POINTS

4.1 The B-BBEE points are to be claimed and allocated according to the table below for acquisition of services, works or goods with a value of up to R50 000 000, 00 and must be substantiated by means of a valid proof of B-BBEE.

B-BBEE status level	Points Allocated
Level 1	20
Level 2	18
Level 3	14
Level 4	12
Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant	0

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

5. PRINCIPLES**5.1 Valid proof of B-BBEE status is either of the following:****5.1.1 A B-BBEE Sworn Affidavit fully completed and**

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

5.1.2 A B-BBEE Certificate issued by either the CIPC or a SANAS Accredited Verification Agency**5.1.3 An unincorporated Joint Venture / Consortium must submit a Consolidated B-BBEE Certificate in the name of the Joint Venture / Consortium issued by a SANAS accredited Verification Agency.****5.1.4 B-BBEE status must be based on the latest financial year-end information, otherwise it is invalid and unacceptable.****5.2 Sub-Contracting****5.2.1 A bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the bidder concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.****5.2.2 A bidder awarded a contract must obtain the approval of Armscor prior to any changes in the subcontracting arrangement.**

B-BBEE DECLARATION

1. Confirmation of the Bidder's Turnover

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

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

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

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

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

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

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

AUTHORISED SIGNATURE :..... Date:

Name in block letters :

Capacity :

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

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

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

3 DECLARATION

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

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

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

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

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

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

ANNEXURE 2 TO KD24

DEFENCE SECTOR BBBEE SWORN AFFIDAVIT – QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Issued in terms of the Defence Sector Code (Gazette 42391 - 12 April 2019)

ANNEXURE 1 TO KD25

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

ANNEXURE 1 TO KD25

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

INTELLECTUAL PROPERTY REQUIREMENTS

1 INTRODUCTION

1.1 What is Intellectual Property?

Intellectual Property (or “IP”) means the result or outcome of human creative effort as typically, but not exclusively, manifested and embodied in or taking the form of data items or documents.

IP typically includes design and mental activities, e.g.:

- Bills of Material (BOM's)
- Instructions,
- Reports,
- Specifications,
- Interface designs,
- Manufacturing processes,
- Material Specifications,
- Processes,
- Product designs,
- Re-engineering (maintenance/obsolescence),
- Software,
- Algorithms,
- Source Codes,
- System/integration designs,
- Test and Evaluation Methods, etc.

IP typically excludes Project Management activities and Hardware created/built according to a design or following a “recipe”.

1.2 How is IP manifested?

IP is typically manifested and embodied in Data Items or Documents.

“Data items or Documents” means any recorded information, however recorded, including but not limited to books, manuscripts, reports, studies, algorithms, computer software, invention descriptions, registered patents, drawings, designs, plans, analyses, calculations, standards, data packs, process documents, instructions, specifications, mathematical or simulation models, compositions, photographs, video recordings, audio recordings, reports, holographic recordings, trademarks, graphical images, etc.

NOTE:

- The document itself is not IP
- The contents of a document represent IP
- The document becomes the tangible and recordable carrier of IP

1.3 What is Background IP?

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

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

1.4 What is Historic IP?

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

1.5 What is Foreground IP?

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

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

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

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

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

Historic and Foreground IP may be either

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

2. IP RECORDAL REQUIREMENTS

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

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

2.1 Background IP Utilised

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

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

2.2 Historic IP Utilised

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

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

2.3 Foreground IP to be generated

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

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

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

Note 2: To facilitate the easy and correct recording of IP, bidders and contractors will be required to utilise the specially constructed spread sheet from Armscor's web site. After completion, the spreadsheet must be printed and attached to the bid, which will thus form an integral part of the bid.

3. SAFEGUARDING OF IP

3.1 IP Agreement

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

3.2 Management and Safeguarding of IP

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

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

3.3 IP Delivery

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

3.4 IP Audits

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

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

4.1 Background

The electronic form of the KD27 IP Information.xlsx is available as a Microsoft Excel workbook on the Armscor website (www.armscor.co.za/Downloads/Download.asp) and must be used as template to provide the relevant IP information.

The workbook consists of the following three spreadsheets:

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

4.2 Electronic Form Definitions

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

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

5. INTELLECTUAL PROPERTY QUESTIONNAIRE

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

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

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

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

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

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

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

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

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

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

WITNESSES:

1 _____

2 _____

Box for SIGNATURES OF BIDDER(S)

DATE: _____

ADDRESS: _____